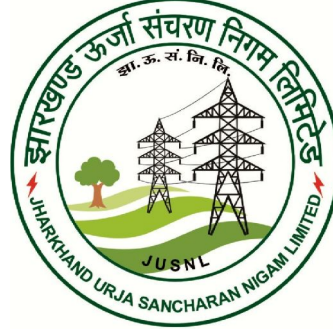


JHARKHAND URJA SANCHARAN NIGAM LIMITED

Regd. Office – Engineering Building, H.E.C., Dhurwa, Ranchi – 834 004

Fax No. – (0651) – 2400799

Tender Notice No. – 191/ PR/ JUSNL/ 2014 – 15



For

Design, Engineering, Supply, Erection, Testing & Commissioning of 132/33 kV Grid Sub-Station at Saria.

Volume – I

Issue to:

.....

.....

Price of Tender Document
Rs. 25,000/- (Vol. I + II)

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JHARKHAND URJA SANCHARAN NIGAM LIMITED

(CIN No. – U40108JH2013SGC001704)

Regd. Office – Engineering Building, H.E.C., Dhurwa, Ranchi – 834 004

Fax No. – 0651 – 2400799

TENDER NOTICE

Sealed tender containing Technical and Commercial (Part – I) and Price (Part – II) are invited in duplicate from reputed, capable, experienced and financially sound firm for the work as scheduled below:

NIT No.	Name of work
191/PR/JUSNL/2014 – 15	: Design, Engineering, Supply of Materials/ Equipments, Erection, Testing and Commissioning of 132/33 kV (2x50 MVA) Grid Sub-Station at Saria on turnkey basis.
1. Cost of BOQ	: Rs. 25,000/- (Non Refundable)
2. Earnest Money Deposit (BG/DD of any nationalized bank of India)	: Rs. 70.00 lacs
3. Completion Period	: 18 Months
4. Period for Sale of B.O.Q.	: 17.10.2014 to 03.11.2014 (during office hours)
5. Pre Bid meeting	: 30.10.2014 at 12.00 Hrs. in the office chamber of C.E. (T)
5. Date of Submission of Tender	: Upto 13.30 Hrs. on 18.11.2014
6. Date of opening of Tech. & Coml. (Part – I) of the Tender	: At 16.00 Hrs. on 18.11.2014

QUALIFYING REQUIREMENTS:

1. The Bidder should be a registered company under Company Act of India (Both firms in case of JV).
2. The Bidder should have valid EPF & ESI registration (Both firms in case of JV).
3. The Bidder should have valid Electrical License (Both firms in case of JV) and at least one supervisor with electrical license for the requisite voltage class issued/ recognized by any State Government of India for executing the electrical works. But it will be mandatory to get electrical license of Jharkhand before issuance of LOI in case electrical license from Jharkhand is not available. In this regard bidder should submit an affidavit.
4. **Joint Venture:** Joint venture is acceptable up to two firms only and both the firm should jointly qualify for the technical & commercial criteria.
 - i. The agreement of the consortium must be duly signed by CEO of their respective organization duly approved by their respective Board. The

consortium agreement must clearly define lead partner of the consortium. It will also be required under the agreement that all the members of the consortium shall be jointly responsible for obligations arising out of this bidding and award of subsequent contract if awarded. The consortium agreement must be valid till expiry of the contract for which this bidding is being made.

- ii. The bid needs to be signed by either all member of the consortium or the lead partner. If only lead partner signs the offer then power of attorney from each member for authorization is required and will accompany the bid.
5. The Bidder (anyone/ both in case of JV) should have experience of successfully completing Design, Engineering, Supply of Materials/ Equipments, Foundation, Erection, Testing and Commissioning of 132 kV or higher voltage class Sub-Station in last 5 years from any state/ Transmission Utility.
6. The bidder (jointly in case of JV) should have financial capability to take up and execute the work successfully.
7. The net worth of the bidder (both firms in case of JV) during last three years should be positive.
8. The minimum average annual turnover during best three years out of last five financial years (2009-10 to 2013-14) should not be less than Rs. 17.00 Crores. The tenderer should submit audited balance sheet and Profit and Loss Account for last 5 years in the commercial part of the tender.
9. Tender without earnest money will be summarily rejected.

Terms & Conditions:

1. The Bidder (anyone/ both in case of JV) should have experienced professional well versed in Design, Engineering, Equipment Details and site works. A list in this regard with organizational profile should be furnished.
2. Black listed/ Ban on participation in any contract/ tender or any other pecuniary interest directly or indirectly in any construction work/ manufacture/ supply/ financial transaction pertaining to the Nigam by persons employed in the Nigam or their close/ blood relations/ proxies. The bidder should submit an affidavit as a proof in this regard. This condition will be required for the both firms in case of JV.
3. No Postal or Courier transaction of the documents will be entertained.

4. Any other terms and conditions as detailed in B.O.Q. will also be part of this N.I.T.
5. Issuance of tender document does not construe that they will be qualified automatically.
6. At any stage if it is found that bidder have submitted false document for the purpose of qualifying in the tender, action as per Law will be taken and the pending payment, BG, Security amount of the bidder will be forfeited by the Nigam at any stage of execution.
7. JUSNL reserves the right to reject any or all the tenders without assigning any reason thereof.
8. Tender Notice and Tender document will be available on website www.juvnl.in, Bidders may purchase Tender Document from the office of the Chief Engineer (Transmission) within the schedule period by paying the cost of tender documents (Non-refundable) either in cash or in the shape of Demand Draft in favor of “**Accounts Officer, Jharkhand Urja Sancharan Nigam Limited, payable at Ranchi**” or download the tender document during the period of Sale as mentioned so that time can be saved for preparation of bid but the cost of Tender Document (Demand Draft) must be accompanied with Bid submission. All the pages of the tender documents purchased/ downloaded must be signed by the bidder as a token acceptance. **All documents submitted must be properly paginated & indexed with seal & sign of authorized person.**

Note:- 1. The Bidders are advised to visit the site for being acquainted with the site conditions and availability of foundation materials at their own cost before quoting their rates etc.

2. Bidders may visit website www.juvnl.in for details.

Address for Submission of Tender:

Chief Engineer (Transmission),
Jharkhand Urja Sancharan Nigam Limited,
Engineering Building, HEC, Dhurwa, Ranchi – 834 004
Telephone – 0651-2400008 (O) / 9431102925 (M)

Sd/-
(K. B. N. Singh)
Chief Engineer (Transmission)

JHARKHAND URJA SANCHARAN NIGAM LIMITED

(CIN No. – U40108JH2013SGC001704)

Regd. Office – Engineering Building, H.E.C., Dhurwa, Ranchi – 834 004

Fax No. – 0651 – 2400799

1st TENDER EXTENSION NOTICE

Tender invited for Design, Engineering, Supply of Materials/ Equipments, Erection, Testing and Commissioning of 132/33 kV (2x50 MVA) Grid Sub-Station at Saria on turnkey basis has been extended in following manner:

NIT No.	Description of Tender	Sale of BOQ	Date & Time for Submission	Date & Time for opening of Tender (Part-I)
191/ PR/ JUSNL/ 2014 – 15	Design, Engineering, Supply of Materials/ Equipments, Erection, Testing and Commissioning of 132/33 kV (2x50 MVA) Grid Sub-Station at Saria on turnkey basis	Upto 06.02.2015 (during working hours)	Upto 14.00 Hrs. on 09.02.2015	At 16.00 Hrs. on 09.02.2015

All other terms & conditions of the tender shall remain the same.

This extension notice is also available on the website www.juvnl.in.

Sd/-
(K. B. N. Singh)
Chief Engineer (Transmission)

JHARKHAND URJA SANCHARAN NIGAM LIMITED

OFFICE OF THE CHIEF ENGINEER (TRANSMISSION)
ENGINEERING BUILDING , DHURWA, RANCHI – 834 004

PREAMBLE

Tender No. **191/ PR/ JUSNL/ 2014–15**

NAME OF WORK : Design, Engineering, Supply, Erection, Testing & commissioning of 132/ 33 KV Grid Sub-Station at **Saria**.

To be received **upto 14.00 Hrs. on 09.02.2015**

1. Completion Period : - 18 Months
2. Earnest money :- **Rs. 70 Lacs**
3. Period for sale of BOQ : Upto 08.02.2015
4. Date of Submission :- 09.02.2015 upto 14.00 hrs
5. Date of Opening :- 09.02.2015 at 16.00 Hrs.
6. Place of Dropping and Opening of Tender :- Office of the Chief Engineer (Transmission), Engineering Building , Dhurwa, Ranchi–834 004. (Jharkhand)
7. Name & Address of Party with date to whom Tender sold:

M/s. _____

Date _____

Tender Document No. _____

Note :

1. Tenderer will quote their own rates for all items. The rates must be filled in figures as well as words. In case of difference the rates quoted in words will be considered.

2. Rates should be quoted inclusive of Sales Tax, Excise duty Levies & Octroi, etc. **Form 'C' and Road Permit shall be supplied to the contractor by JUSNL.**
3. Offer shall be kept open for 180 days (one hundred eighty days) from the date of opening.
4. All the forms and Annexure included in the tender documents must be filled up positively. Price schedule must be filled up only as per schedule.
5. Earnest Money in the form of BG/ DD issued by any nationalized bank of India only will be acceptable and should be drawn in favour of **Accounts Officer, JUSNL, Ranchi** and payable at **Ranchi**.

FORM - A
Format for Forwarding the details:

To

The Chief Engineer (Trans.)
JUSNL, Ranchi

Sub: The details as per terms of the tender required for purchase of tender documents.

Ref: NIT No 191/ PR/ JUSNL/ 2014-15

Sir,

With reference to the above NITs we take **undertaking** that the following documents submitted as per terms of the tender is true in all respect.

Details of documents:

Sl. No.	Pre Qualifying Documents	Pages
1	The Bidder should be a registered company under Company Act of India (Both firms in case of JV).	
2	The Bidder should have valid EPF & ESI registration (Both firms in case of JV)	
3	The Bidder should have valid Electrical License (Both firms in case of JV) and at least one supervisor with electrical license for the requisite voltage class issued/ recognized by any State Government of India for executing the electrical works. But it will be mandatory to get electrical license of Jharkhand before issuance of LOI in case electrical license from Jharkhand is not available.	
4	The Bidder (anyone/ both in case of JV) should have experience of successfully completing Design, Engineering, Supply of Materials/ Equipments, Foundation, Erection, Testing and Commissioning of 132 kV or higher voltage class Sub-Station in last 5 years from any state/ Transmission Utility.	
5	The bidder (jointly in case of JV) should have financial capability to take up and execute the work successfully.	
6	The net worth of the bidder (both firms in case of JV) during last three years should be positive.	
7	The minimum average annual turnover during best three years out of last five financial years (2009-10 to 2013-14)	

	should not be less than Rs. 17.00 Crores. The tenderer should submit audited balance sheet and Profit and Loss Account for last 5 years in the commercial part of the tender.	
8	Black listed/ Ban on participation in any contract/ tender or any other pecuniary interest directly or indirectly in any construction work/ manufacture/ supply/ financial transaction pertaining to the Nigam by persons employed in the Nigam or their close/ blood relations/ proxies. The bidder should submit an affidavit as a proof in this regard. This condition will be required for the both firms in case of JV.	
11	Tender Document from the office of the Chief Engineer (Transmission) within the schedule period by paying the cost of tender documents (Non-refundable) either in cash or in the shape of Demand Draft in favour of “Accounts Officer, JUSNL, Ranchi, payable at Ranchi”	

Besides these all other Terms & Conditions of the Tender Notice are acceptable and We undertake that submission of any false document for the purpose of participating in the tender if detected during tender process or even after award of the contract the EMD and/or pending bills against this work may be forfeited by the JUSNL and no any claim will be made in this regard thereafter and JUSNL may take in this regard.

Yours faithfully,

(Seal)

Signature of Firm's Representative

PART A

CHAPTER – I

PART -A

Chapter – I

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

1.1 Introduction

On behalf of the JHARKHAND URJA SANCHARAN NIGAM LIMITED, herein after referred to as 'JUSNL' Sealed tenders are invited from established, experience and having design engineering of turn-key contracts for execution of electrical works as detailed below.

- 1.2 These tender paper relate to Design, Engineering, Supply, Erection, Testing & commissioning having 2x50 MVA 132/33 KV Grid Sub-Station including construction of Control Room Building & approach road, other civil works at Saria.

2. TENDER BID

The Tender Bid shall be submitted in two separate sealed covers as under : -

Packet A

Pre-qualification & Techno-commercial element of the Tender Bid here-in-after called "Pre-qualification Bid"

Packet B

Price elements of the Tender Bid here-in-after called "Price Bid"

The details to be included in (Packet A) and (Packet B) are given in Para 3.

The Pre-qualification Bid (Packet A) shall be opened on the date of Tender opening. The detailed scrutiny of the Pre-qualification Bid shall be carried out. The price Bid shall be opened only of those tenderers who qualify in Pre-qualification Bid. The Price Bid of un-qualifying tenderers shall be destroyed without opening the packets. The detailed procedure for tender opening and processing is given in Para 3 and Para 4 of this chapter .

3. FORM OF TENDER

- (a) The Tender Bid shall be submitted in two parts viz.

- (i) PREQUALIFICATION BID (Packet –A)

- (ii) PRICE BID (Packet – B)

The Tender Bid shall be submitted in two copies. Each copy of the Tender shall contain two sealed envelopes. One sealed envelop shall contain "PREQUALIFICATION BID" (Packet A) having all the details as mentioned in clause 3 (c). THE SCHEDULE OF PRICES SHALL NOT BE INCLUDED IN THIS COVER, OTHERWISE TENDER SHALL BE REJECTED. Earnest money shall also be furnished in this envelop . This envelop shall be clearly super scribed with "PREQUALIFICATION BID" (Packet A) along with tender no. & its description.

THE SECOND SEALED ENVELOPE SHALL CONTAIN ALL DETAILS AS WELL AS THE PRICE as mentioned in clause 3 (d) of each item quoted and be

clearly super scribed “PRICE BID” (Packet B) along with tender no. & its description .

The two envelope shall be put into a large envelope and sealed. The large envelope shall also bear the tender no. & date of opening and Name of the work.
.....

- (b) Each copy of the tender shall be completed in all respects. The copies should be marked “ORIGINAL” “DUPLICATE” . Duplicate copies of the tender shall be replica of the original in all respect except as specified in the note below. The tenderer may submit his tender on his own paper but he shall strictly adhere to the form included in the tender paper. The nomenclature and part nos. of various components and materials as used in the tender paper shall be strictly adhered to. The tender and its contents shall be in fool scape/ quarto size paper . Tenders not submitted in the proper form are liable to be rejected.
- (c) Documents to be enclosed with PREQUALIFICATION BID

(Packet A)

Each copy of the Pre-qualification Bid (Packet A) shall consist of the following :-

- (i) Offer letter complete with SUMMARY OF PRICES BLANKED OUT.
- (ii) Tenderer’s credentials & Proof of all qualifying requirements of the tender
- (iii) Proof for Earnest Money
- (iv) Deviation statement, if any.
- (v) Complete Technical data and particulars of the equipment offered, as specified in the Tender paper together with descriptive literature, leaflets etc.
- (vi) Minimum guaranteed particulars of equipments /structures and foundation details of equipments / structures proposed by bidder in enclosed proforma else where in the bid document.

(d) Each copy of the Price Bid (Packet B) shall consist of the following :

- 1. Offer letter complete with summary of price duly filled up in price schedule proforma.
- 2. Price for each and every items must be quoted.

4. OPENING OF TENDER

The tender will be opened in the office of the Chief Engineer (Transmission), JHARKHAND URJA SANCHARAN NIGAM LIMITED, Engineering Building, Dhurwa, Ranchi 4. or his successor / nominee (whose address will be intimated in due

course) in the presence of such of the Tenderers or their representatives as may be present at the prescribed date and time specified in the preamble to the Tender Paper.

At the time and date prescribed in preamble to the tender paper, the outer sealed cover shall be opened. Thereafter, the packet of PREQUALIFICATION BID” (Packet-A) only of all the tenderers shall be opened and the contents, tenderers credentials, EMD in the prescribed format shall be read out. The PRICE BID (Packet-B) shall be kept in safe custody in sealed condition.

After the opening of “PREQUALIFICATION BID” (Packet-A), the tender bids shall be scrutinized and analyzed. If found necessary by the purchaser, the tenderer shall be asked to furnish the clarifications and the purchaser shall also hold discussions with tenderer(s) after giving due notice. The name of the tenderers whose bids are considered technically complete and who meet eligibility criteria as laid down in NIT and para 5. Of the bid documents shall be notified to the concern bidder.

The PRICE BID (Packet-B) shall be opened only of those tenderers who are short listed after scrutiny of their PREQUALIFICATION BIDS. The PRICE BID of the tenderers who do not qualify during scrutiny of PREQUALIFICATION BID shall not be opened and shall be destroyed by the purchaser in the sealed form. The time of opening, date and venue shall be advised to qualifying tenderers well in advance to enable them to depute their representatives. The earnest money of non-qualifying tenderers will be returned back within two weeks of completion of scrutiny of PREQUALIFICATION BID.

5. QUALIFYING REQUIREMENTS:

1. The Bidder should be a registered company under Company Act of India (Both firms in case of JV).
2. The Bidder should have valid EPF & ESI registration (Both firms in case of JV).
3. The Bidder should have valid Electrical License (Both firms in case of JV) and at least one supervisor with electrical license for the requisite voltage class issued/ recognized by any State Government of India for executing the electrical works. But it will be mandatory to get electrical license of Jharkhand before issuance of LOI in case electrical license from Jharkhand is not available.
4. **Joint Venture:** Joint venture is acceptable up to two firms only and both the firm should jointly qualify for the technical & commercial criteria.

- i. The agreement of the consortium must be duly signed by CEO of their respective organization duly approved by their respective JUSNL. The consortium agreement must clearly define lead partner of the consortium. It will also be required under the agreement that all the members of the consortium shall be jointly responsible for obligations arising out of this bidding and award of subsequent contract if awarded. The consortium agreement must be valid till expiry of the contract for which this bidding is being made.
 - ii. The bid needs to be signed by either all member of the consortium or the lead partner. If only lead partner signs the offer then power of attorney from each member for authorization is required and will accompany the bid.
5. The Bidder (anyone/ both in case of JV) should have experience of successfully completing Design, Engineering, Supply of Materials/ Equipments, Foundation, Erection, Testing and Commissioning of 132 kV or higher voltage class Sub-Station in last 5 years from any state/ Transmission Utility.
 6. The bidder (jointly in case of JV) should have financial capability to take up and execute the work successfully.
 7. The net worth of the bidder (both firms in case of JV) during last three years should be positive.
 8. The minimum average annual turnover during best three years out of last five financial years (2009-10 to 2013-14) should not be less than Rs. 17.00 Crores. The tenderer should submit audited balance sheet and Profit and Loss Account for last 5 years in the commercial part of the tender.
 9. Tender without earnest money will be summarily rejected.
 10. **Care in submission of Tender** – Before submitting the tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work at his costs, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive in accordance with the provisions.
 11. Tenders containing erasures and/ or alteration of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/ them.
 12. **Terms & Conditions:**
 - 12.1 The Bidder (anyone/ both in case of JV) should have experienced professional well versed in Design, Engineering, Equipment Details and site works. A list in this regard with organizational profile should be furnished.

- 12.2 Black listed/ Ban on participation in any contract/ tender or any other pecuniary interest directly or indirectly in any construction work/ manufacture/ supply/ financial transaction pertaining to the Nigam by persons employed in the Nigam or their close/ blood relations/ proxies. The bidder should submit an affidavit as a proof in this regard. This condition will be required for the both firms in case of JV.
- 12.3 No Postal or Courier transaction of the documents will be entertained.
- 12.4 Any other terms and conditions as detailed in B.O.Q. will also be part of this N.I.T.
- 12.5 Issuance of tender document does not construe that they will be qualified automatically.
- 12.6 At any stage if it is found that bidder have submitted false document for the purpose of qualifying in the tender, action as per Law will be taken and the pending payment, BG, Security amount of the bidder will be forfeited by the Nigam at any stage of execution.
- 12.7 JUSNL reserves the right to reject any or all the tenders without assigning any reason thereof.
- 12.8 Tender Notice and Tender document will be available on website www.jseb.in, Bidders may purchase Tender Document from the office of the Chief Engineer (Transmission) within the schedule period by paying the cost of tender documents (Non-refundable) either in cash or in the shape of Demand Draft in favor of “Accounts Officer, JUSNL, Ranchi, payable at Ranchi” or download the tender document during the period of Sale as mentioned so that time can be saved for preparation of bid but the cost of Tender Document (Demand Draft) must be accompanied with Bid submission. All the pages of the tender documents purchased/ downloaded must be signed by the bidder as a token acceptance. All documents submitted should be properly paginated & indexed with seal & sign of authorized person.

- Note:-** 1. The Bidders are advised to visit the site for being acquainted with the site conditions and availability of foundation materials at their own cost before quoting their rates etc.
2. Bidders may visit website www.juvnl.org.in/www.jseb.in for details.

13 **Validity Of Tender**

Tenderer shall keep his offer open for a minimum period of one hundred and eighty (180) days from the date of opening of the tender

14. **Earnest Money**

- a) The tender must be accompanied by earnest money of **Rs. 70,00,000/-** in the form of Bank Guarantee/ Demand Draft of the any Nationalized Bank of India failing which the tender shall be summarily rejected.
- b) The earnest money shall remain deposited with the **ACCOUNTS OFFICER, JHARKHAND URJA SANCHARAN NIGAM LIMITED** for the period of validity of the offer prescribed in this tender i.e. 180 days from the date of opening of tender.
- c) It shall be understood that the tender documents have been sold/ issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not go back from his offer or modify the terms and conditions, thereof in a manner not acceptable to the JUSNL. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited by the **JHARKHAND URJA SANCHARAN NIGAM LIMITED**.
- d) The earnest money of the unsuccessful tenderer (s) will, save as here-in-before provided, be returned to the unsuccessful tenderer (s) after award of the contract but the **JHARKHAND URJA SANCHARAN NIGAM LIMITED** shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession nor be liable to pay interest thereon.

NOTE: Any request for recovery from outstanding bills for earnest money against any tender will not under any circumstances be entertained. Tenders submitted with earnest in shape of cheques, Government Securities or in any form other than those specified above shall not be considered. Bond of any form are not acceptable.

15. **Execution of contract document** – The tenderer whose tender is accepted shall be required to appear in person at the office of the Chief Engineer (Transmission), Jharkhand Urja Sancharan Nigam Limited, Dhurwa, Ranchi or in case of a firm or corporation, a duly authorized representative with proper power of attorney shall so appear and execute the contract documents within 15 days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

In the event of any tenderer whose tender is accepted shall refuse to execute the contract documents as herein before provided, JUSNL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and Jharkhand Urja Sancharan Nigam Limited shall be entitled to forfeit the full amount of earnest money and to recover the damages for such default.

16. Security Deposit On Acceptance Of Tender

Total 5% security deposit on acceptance of tender on accepted contract value shall be deposited by contractor in shape of Bank Guarantee/ demand draft from any Nationalized Bank of India.

- a) On receipt of the Letter of Acceptance of tender from the purchaser, the successful tenderer shall within the period of 15 days deposit the security money for due fulfillment of the contract.
- b) The Earnest money of **Rs. 70,00,000/-** already paid by successful tenderer may be adjusted towards payment of security deposit.
- c) The Security Deposit can be deposited in the form of Bank Guarantee/ demand draft in favour of **Account Officer, JUSNL**. As per proforma given in the tender paper.

17. Tenderer 's Address

The tenderer should state in the tender his postal address legibly and clearly. Any communication sent in time, to the tenderer by post at his said address shall be deemed to have reached the tenderer duly and in time. Important documents should be sent by Registered post.

18. Right of Jharkhand Urja Sancharan Nigam Limited to deal with Tenders –

- a) The Jharkhand Urja Sancharan Nigam Limited reserves the right of not inviting tenders for any of Jharkhand Urja Sancharan Nigam Limited work or works or to invite open or limited tenders and when tenderers are called to accept a tender in whole or in part or reject any tender or all tenders without assigning any reasons for such action.
- b) The authority for the acceptance of the tender will rest with the Jharkhand Urja Sancharan Nigam Limited. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/ their tender nor the JUSNL undertake to assign reasons for declining to consider or reject any particular tender or tenders.

19. Credential Of Tenderer

19. (i) **The tenderer shall provide satisfactory evidence acceptable to Jharkhand Urja Sancharan Nigam Limited to show that :**
- a) As a proof of sufficient financial capacity and organizational resources, the contractor should submit audited balance sheet alongwith auditors report of last five years.
 - b) They are an established, experienced and reputed construction firm and have regularly undertaken works of the similar type tender and have adequate technical experience in field.
 - c) They have adequate financial resources to meet the obligations under the contract. They are also required to submit the report from recognized Bank or Financial Institution.
 - d) They have an established technically competent and adequately staffed organization to ensure that the services required under this tender can be satisfactorily completed at all stages of the construction. (The details of staff available with them shall be on requisite proforma).
 - e) They have sufficient equipments, plants and machinery to meet the obligations under the contract and to complete the work well within the stipulated time schedule and accepted by them.
 - f) Tenderer shall submit the details of similar works done in the past.
 - g) The tenderer should submit attested copies of the certificates obtained from the agencies wherever the works have been completed successfully. These certificates should indicate the details of installations and successful commissioning of similar type of equipments executed by the tenderer.
 - h) The tenderer should also give details of advisory or technical collaboration with original equipment manufacturers in consultation with whom equipment has been designed and/or whose specifications are utilized in manufacturing of the equipments being supplied.
 - i) The contractor should submit certificate from an office of Government or semi Government/ any transmission utility indicating therein names of works completed, value of works and period during which completed. The certificate should have the signatures and seal of the offices. In the absence of such a certificate, the tender may not be considered.
 - j) The tenderer must submit the documents either notarized or attested by serving Gazetted Govt. servant with clear seal and name.

20. **Period of Completion**

The entire work is required to be completed in all respects within **18 (Eighteen) months from the date of issue of the letter of intent.** This is a targeted work and time is the essence of contract. The contractor will be required to maintain steady and regular progress to the satisfaction of the Engineer-in-charge of the work to ensure that the work will be completed in all respects within the stipulated time.

21. **Quantum of work and materials** – The approximate quantity of various items of works are included in schedule. The tenderer /contractor will be bound to execute the additional quantities to the extent of (\pm 25%) of the agreement value .

22. **EQUIPMENTS, COMPONENTS & MATERIALS RECEIVED FOR WORK.**

NO EQUIPMENT, COMPONENT AND MATERIALS WILL BE DESPATCHED BY THE CONTRACTOR FROM THE MANUFACTURER'S/ SUPPLIERS PREMISES TO SITE WITHOUT PRIOR APPROVAL OF DRAWINGS/ MAKE BY THE PURCHASER

The Contractor shall , if called upon by the Purchaser, supply equipments, components, fittings and materials listed for other requirement, upto a maximum of 5% of the total value of supplies of the Contract at prices included in during the currency of the contract. Bulk requirements of the Purchaser under this sub Para would be intimated within 6 months from the date of issue of Letter of Acceptance of Tender. Delivery of such materials shall be effected by the Contractor from ready stock, if available , or otherwise after procurement from the manufacture/s .

23. **If the tenderer/s deliberately gives a wrong information/ credentials/documents in his/their tenders and thereby creates(s) circumstances for acceptance of his/their tender, Jharkhand State Electricity JUSNL reserves the right to reject such tender at any stage , besides, shall suspend the Business for three years.**

24. **All the materials to be supplied are subject to inspection of materials as per relevant IS.**

PART A

Chapter-II

CONDITIONS OF THE CONTRACT

1.0 INTRODUCTION

- 1.1 On behalf of the Jharkhand Urja Sancharan Nigam Limited, hereinafter referred to as Jharkhand Urja Sancharan Nigam Limited invites tender from established, experienced and reliable manufacturers, contractors for execution of electrical works as detailed in part II and advertised in the notice inviting tender in Jharkhand State
- 1.2 The several documents forming the tender are to be taken as mutually complementary to one another. A Detailed drawings shall be followed in preference to small scale drawings and figures dimensions in preference to scaled dimensions.
- 1.3 The tender shall be governed by following conditions:-
- 1.4 If there are varying or conflicting provisions in the documents forming part of the contract, the Chief Engineer (Transmission), Jharkhand Urja Sancharan Nigam Limited, Dhurwa , Ranchi – 4 shall be deciding authority with regard to the intensions of the provisions and this decision shall be final and binding on the contractor .

2.0 SCOPE OF WORK :

- 2.1 The works to be governed by this contract shall cover designing, manufacturing, supplying, transportation till destination in safe custody at site, installation , erection, testing and commissioning of Transmission Grid as per latest IS specification unless otherwise mentioned.
- 2.2 The tenderer must have the tested design of equipment from any government organization as per Deterministic Method of Design as per Indian Standard, Section-I) – 1995. Code of Practice for Use of Sub station Equipment. The tenderer must also have the foundation designs based on the design of IS: 4091-1979 or its latest version with concreting based on IS: 456-2000
- 2.3 The works to be undertaken by the contractor shall include the following.
- 2.3.1 Detailed design with shop drawing of substation structure and equipment including shop testing of such equipments contained in technical specification , complete manufacture, including shop testing of the said equipment.
- 2.3.2 Providing design data, engineering drawings, technical data shop drawings of equipments, operations manuals catalogues, spare part list, etc. for the said equipment as erected at site.

- 2.3.3 Packing and transportation of said equipment from the manufacturers factory to the work site.
- 2.3.4 Receipt, including unpacking, of the said equipment at site storages, preservation and conservation at site of work .
- 2.3.5 Insurance of complete work governed by the contract including the said equipment from the time of dispatch from the manufacturers factory till the issue of acceptance certificate will be under JUSNL's open Marine policy.
- 2.3.6 Unpacking, checking for damage/shortage, cleaning and erection.

2.4 **Prototype Tests:**

Prototype tests of equipments components/fittings of a particular manufacturer confirming to latest relevant specifications/s which have already been successfully carried out in an approved manner, and drawings and certified copies of original test certificates are submitted by the contractor and these may be accepted by the purchaser.

Any approval by the purchaser for prototype shall in no way absolve the contractor of his responsibilities under the terms and conditions of the contract for the components/ fitting supplied and erected.

3.1 CONTRACTOR'S OFFICE AND ADDRESS:

The contractor shall, within a month of issue of letter of Intent / acceptance of tender, establish an office at a convenient place in Saria or as agreed by purchaser for progressing designs and drawings and field work expeditiously in consultation with the approval of the purchaser. He shall intimate the purchaser the address thereof to which all correspondence should be sent. Any communication sent to the contractor by post at his said address shall be deemed to have reached the contractor duly and in time. Important documents shall be sent by Registered Post.

3.2 CONTRACTOR'S OFFICE AT SITE

The contractor shall establish an office headed by a competent engineer at site Saria or any other site convenient to Purchaser for planning, design, co-ordination and progressing the works and for finalisation of designs and drawings. The office should be headed by a qualified engineer whose credentials shall be approved by the purchaser's engineer. In addition, the contractor would have to establish field construction offices at convenient and approved location for co-ordination and progressing of fieldwork.

- 3.3 Contract Means the contracts resulting from the acceptance by the purchaser of this tender either in whole or in part.
- 3.4 Contractor – Means the successful tenderers i.e. the tenderer whose tender has been accepted either in whole or part.

3.5 Contractors agent - shall mean any person or persons authorized under duly executed power of attorney to take all action relating to the work, as could be taken by the contractor himself. In the case of a firm or contractors, the agent shall have the same power as that of the Managing Director of the Company / Partner of the firm , proprietor of the firm .

3.6 Contractors Representative – shall mean a person in supervisory capacity who shall be so declared by the contractor and who shall be authorized under a duly executed power of attorney to receive materials issued by the purchaser to the contractor for the works. He shall be responsible for proper execution of work at each or all places and shall take order from purchasers engineers and carry out the same .

3.7 **SUB CONTRACTOR**

a) The contractor may sub let a part of the works under this contact and enter into contract with suppliers for supply of materials.

b) The name of all sub-contractors proposed to be employed for execution of works of any part thereof including manufacture of components and fittings shall be submitted by the contractor to the purchaser and got approved by him before the contractor enters into an agreement with the sub-contractor for the purpose.

c) The contractor shall however, arrange for effective supervision of sub-contractors work and remain solidly responsible for materials supplied for works carried out on his behalf by the sub-contractor.

4.0 **ADDRESS OF JHARKHAND URJA SANCHARAN NIGAM LIMITEDS OFFICES**

The list of addresses to which correspondence and documents relating to the contract, should be sent as under : -

4.1. For all policy, contractual and commercial matters :

(a) Prior to the award of contract :

Chief Engineer (Transmission)

Jharkhand Urja Sancharan Nigam Limited,

Engineering Building, Dhurwa,

Ranchi – 834 004. (Jharkhand)

(b) After the award of contract:

Electrical Superintending Engineer, Concerned (Transmission circle), JUSNL

(Jharkhand)

4.2 For Security Deposit:

The Accounts Officer

Jharkhand Urja Sancharan Nigam Limited, Engineering Building, Dhurwa,
Ranchi. (Jharkhand)

4.3 For matters relating to particular Design & working drawings.

Chief Engineer (Transmission)

Jharkhand Urja Sancharan Nigam Limited,
Engineering Building, Dhurwa, Ranchi. (Jharkhand)

4.4 For matters relating to basic designs and drawings for fitting, components, equipments and prototype tests including designs of tower.

Chief Engineer (Transmission)

Jharkhand Urja Sancharan Nigam Limited
Engineering Building, Dhurwa, Ranchi. (Jharkhand)

4.5 Matters relating to progress of field work, scheduling of quantities and submission of bills:

Electrical Superintending Engineer Concerned (Transmission Circle),
(Jharkhand)

5.0 INDIRECT TAXATION

1) The contractor and all personal employed by him shall pay such taxes as may be enforced from time to time like income tax as payable under statutory law of India and the purchaser will not accept any liability in this Account. Deduction of Income tax, works tax etc. at source as per the provision of finance act and Income tax act in force or any other act/rule/order enforced by central / state govt. may be made from the Contractor/ Sub contractor and the amount so deducted be credited to the central/State government. Necessary TDS certificate as applicable shall be issued by the JUSNL

6.0 LOCAL CONDITIONS :

6.1 It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores. The Jharkhand Urja Sancharan Nigam Limited shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of completion of work on account of any local condition or factor shall be entertained after the offer is accepted by the Jharkhand Urja Sancharan Nigam Limited.

6.2 The intending tenderer will be deemed to have satisfied him self by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that

rates he enters in the tender papers are adequate and all inclusive, for the completion of works to the entire satisfaction of the Jharkhand Urja Sancharan Nigam Limited.

- 6.3 In the event of the tenderer desiring to have a field survey before furnishing his quotations, he may apply to Jharkhand Urja Sancharan Nigam Limited for permission in this regard. Such permission will be given in writing by the Jharkhand Urja Sancharan Nigam Limited but all the expenses in this regard will be borne by the tenderers.

7.0 **INTEGRATION WITH EXISTING WORKS :**

- 7.1 The tenderer should keep in mind, visit the location of works, take due note and give proper consideration of integrating the new works with the existing system.
- 7.2 The provision of equipment in all electrical installation has to be so sequenced and co-ordinate that due to erection, installation and commissioning of new equipment included in the scope of work of this tender, no disruption at all, is caused to the functioning of the existing system.
- 7.3 A sequenced schedule of installation, erection and commissioning of equipment should be drawn by the tenderer after visiting the site. It should be based on pragmatic assessment of quantum of work and time schedule required to complete the work. The scheme should be submitted along with the offer as annexure entitled Integration scheme.
- 7.4 Since electrical work requires shutdowns invariably therefore the tenderer should keep due allowance in drawing the Integration Scheme so that the completion of work is not delayed beyond the stipulated period of completion. The rates for different items of work should be quoted while keeping these aspect in view.

8 Laws of India

This contract shall be governed by the laws in force in the Republic of India.

10. **Force Majeure** – If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damages by fire, explosion, epidemics, strikes, lockouts or acts of God (herein after referred to 'event') provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason us such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and decision of the Engineer as to whether the work have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract, provided that if the contract is so terminated under this clause, the purchaser will at the time of such termination

take over from the contractor , at prices as provided for in the contract, all erected equipment or equipments under erection as also all or any portion of un-used, undamaged and acceptable equipment whether in store or in the course of manufacture at supply rates of Schedule or at prices mutually agreed to where supply rates of Schedule are not available .

Notice under local law

The contractor shall assist the purchaser throughout the continuation of the contract in respect of all matters arising out of the contracts, serve all notices and obtain all consents and way leaves, approvals and permission on behalf of purchaser required to be taken under any regulation and by laws of the local or other authority which shall be applicable to the work.

- 11 **Loss In Transit -** Jharkhand Urja Sancharan Nigam Limited will not pay any extra payment for transit loss of any materials
- 12 **Scheme of work/ Execution of work -**
 - i. Within a period of **30** days beginning from the date of issue of Letter of Intent the Contractor shall submit detailed time schedule for design and various documents enumerated in tender papers and work programme (Bar Chart).
 - ii. **Contractors understanding :** It is understood and agreed that contractor has by careful examination, satisfied himself as to the nature and location of the work, the confirmation of the ground, the character, quality of the materials to be encountered the character of equipment and facilities needed preliminary to and during the execution of the work, the general and local conditions , the labour conditions prevailing therein and all other matters which can in any way effect the works under the contract.
 - iii. **Commencement of works :** The contractor shall commence the work within 7 (seven) days after the receipt by him an order in writing to this effect from the engineer and shall proceed with the same with due expedition and without delay.
 - iv. **Accepted programme of work:** The Contractor who has been awarded the work shall as soon as possible but not later than 7 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of 18 months or less have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar chart. He shall also submit the details of organization (in terms of labour and supervisors) plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of the work for the purpose of this contract and the contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the programme.
 - v. **Setting out of works:-** The Contactor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's

representative and shall check these at frequent intervals. The contractor shall provide all facilities like labour and instruments and shall cooperate with the Engineer's representative to check all alignments, grades, levels and dimensions, if, at any time, during the progress of the works any error shall appear or arise in any part of the work, the Contractor, on being required to do so by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not absolve the contractor of his own responsibility of maintaining accuracy in the work, the contractor shall carefully protect and preserve all bench marks, sight rails, pages and other things used in setting out the work.

vi. **REMOVAL OF IMPROPER WORK AND MATERIALS:** The engineer or the engineers representative shall be entitled to order from time to time : -

- a) The removal from the site within the time specified in the order of any materials, which in his opinion are not in accordance with the specifications or drawings.
- b) The substitution of proper and suitable materials , and
- c) The removal and proper re-execution notwithstanding any previous test thereof or on account payments therefore of any work which in respect of materials on workmanship is not in his opinion in accordance with the specifications, and in case of default on the part of the contractor in carrying out such order the JUSNL shall be entitled to rescind the contract as per tender condition.

vii)(a) **FACILITIES FOR INSPECTIONS:** The contractor shall afford the engineer and the engineer's representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, pumps appliances and things of every kinds required for the purpose and the engineer and the engineer's representative shall at all time have free access to every part of the work and to all places at which materials for the works are stored or being prepared.

vii)(b) **INSPECTION OF MATERIALS AT MANUFACTUER'S PREMISES.**

All the equipment/ materials purchased from outside agencies should be subjected to inspection by JUSNL. However if materials are not offered for inspection at schedule date, time & place or materials etc. rejected during course of inspection, the bidder shall bear the cost of re-inspection @ 0.50% of the cost of the materials as provided in the work order to the bidder.

viii) **TEMPORARY WORKS:** All temporary works necessary for the proper execution of the works shall be provided and maintained by the contractor and subject to the consent of the engineer shall be removed by him at his expense when they are no longer required and in such manner as the engineer shall direct. In the event of failure on the part of the contractor to remove the temporary works, the engineer will cause to be removed and the cost as increased by supervision and other incidental charges shall be recovered from the contractor. If temporary huts are provided by the contractor on JUSNL land for labour engaged by him for the execution of the work, the contractor shall arrange for handing over vacant

possession of the said land after the work is completed. If the contractor's labour refuse to vacate, and have to be ejected by JUSNL, necessary expenses incurred by the Jharkhand Urja Sancharan Nigam Limited in connection there with shall be borne by the contractor.

ix) **TOOLS, PLANT AND MATEIALS SUPPLIED BY JHARKHAND URJA SANCHARAN NIGAM LIMITED :**

The contactor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the JUSNL and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents permitted sub-contractors or his workmen or others while they are in his charges. The contractor shall sign accountable receipts for tools, plant and materials made over to him by the engineer and on completion of the work shall hand over, the unused balance of the same to the engineer in good order and repair, fair wear and tear excepted, the contactor shall be responsible for any failure to account for the same or any damage done thereto.

xi) **HIRE OF JHARKHAND URJA SANCHARAN NIGAM LIMITED'S PLANT :** The Jharkhand Urja Sancharan Nigam Limited may hire to the contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.

13. **Quality Assurance Programme in Supply and Erection.**

- a) All materials used in the work shall be of the best quality and of the class most suited for the purpose specified and procured from the sources approved by Jharkhand Urja Sancharan Nigam Limited. It is essential that the manufacturer(s) from whom supply is arranged should have long experience of design and manufacture of equipments, components, materials and fittings. The requisite facilities for testing prototypes supplied against this contract should be available with the manufacturer. In the case of those equipments, components or fittings for which the requisite facilities for testing prototypes are not available with the manufacturer, the manufacturer shall arrange to carry out the prototype tests on his own cost in a testing laboratory approved by the Purchaser. Only tested quality materials/equipments shall be used. The contractor shall ensure that the purchaser's prescribed quality Assurance Standards are rigidly followed in the manufacture and erection/ installation of all the materials/ components and fitting/equipments required for the work.
- b) **Quality Assurance – (i) Materials** – All the equipments, materials, fittings and components will be subject to quality control programme of manufacturer, being a part of the Quality Assurance Programme of the Contractor. The materials may also be inspected by the Purchaser or his representative either at the manufacturer work or at the Contractor' depot. The Purchaser or his representative shall have the right to be present during all the stages of manufacture and shall be afforded free of charge all reasonable facilities for inspection and testing as well as examine the stage inspection report of the manufacturer in addition to the quality audit which the Contractor may institute as a part of his programme so as to satisfy himself that the materials are in accordance with specifications,

approved drawings and designs and purchaser's prescribed Quality Assurance Standards.

- c) **Erection** - All erection work will also be subjected to the quality Assurance Programme including inspection by the Purchaser or his representative to ensure that the work is done on accordance with the specification and approved drawings and designs and purchaser's prescribed quality assurance standards.
- d) **Expenses of Purchaser's Representative** – All the expenses of Purchaser's representative shall be borne by the Purchaser irrespective of the inspected material is finally utilized in work or not.
- e) The decision of the Engineer-in-charge or his successor shall be final in respect of acceptability or otherwise of any material, fittings, component or equipment required for the work.
- f) **Quality Assurance Programme** - For proper control of quality and to ensure that the materials, equipments and fittings are manufactured according to specification and the erection in according to approved instructions, drawings, specifications, Contractor shall adopt a suitable quality assurance programme to ensure quality at all necessary points, whether at manufacturer's work, or in his depot or at work site as well as during erection. Such quality assurance programme shall also meet the requirement of the purchaser's prescribed quality Assurance Standards. This programme of the Contractor shall generally cover the following : -
 - g) The organization to manage and implement the quality assurance programme shall be submitted to the purchaser by the bidder before hand and shall cover the following.
 - g. (1). The documentation control system :
 - i. Basic control system.
 - ii. Adopted at manufacturer's work.
 - iii. Adopted at the Contractor Depot and work site.
 - g. (2). Procedure adopted for :
 - i. source Inspection.
 - ii. Incoming raw materials inspection.
 - iii. Verification of materials purchased.
 - iv. Fabrication Controls.
 - v. Site erection controls.
 - g (3). Inspection and Test Procedure for :
 - i. Manufacture and quality control procedure.
 - ii. Field activity

- g. (4). System of handling and storage.
 - g. (5). System of quality audit.
 - g. (6). System of maintenance of record.
 - g. (7). For the purpose of obtaining 'On Account Payment', the Contractor shall submit along with the invoice, the documents indicated in the prescribed quality assurance standards which should inter-alia cover the following as may be applicable in each case .
 - i. Material test reports
 - ii. Material type and routine test report on components specification.
 - iii. Inspection Plan with reports of the inspection Plan check points.
 - iv. Routine test report.
 - v. Factory test results as required under the specification.
 - iv. Quality audit report including test check report of Purchaser's representative if any.
14. **Other Jharkhand Urja Sancharan Nigam Limited Stores** - If any material other than those specified is supplied by the purchaser either at the Contractor's request or suo-moto in order to prevent any possible delay in the execution of the work likely to occur due to the Contractor's inability to make adequate arrangements for supply thereof or otherwise recovery will be made from Contractor's bills at the book rate or the last purchase rate whichever is higher plus 5% on account of initial freight and 2% on account of incidental charges together with supervision charges at 12.1/2% of the total cost inclusive of materials, freight and incidental charges of schedule 3 rate, whichever is higher. Freight between the Purchaser's source of supply and the contractor's depot head shall be to the Contractor's account. If, however, the materials required by the contractor is not available in Purchaser's stock or the purchaser decides not to supply the same be that for whatever reason, the purchaser shall not be bound to arrange for the supply at cost quoted above or at any other cost nor will this fact be accepted as an excuse for delay in execution of works.

NOTE:

If the contractor runs short of materials and such materials are available in the Purchaser's stock, the materials may be supplied by the Purchaser on loan to the Contractor who will return them on receipt of his supplies or within two months whichever is earlier. The materials shall be received by contractor's representative in supervisory category declared by contractor and who shall be authorized under duly executed Power of Attorney to receive materials issued by purchaser to the contractor. The value of the loaned materials would be computed by the purchaser based in Schedule of rates and equivalent amount would be withheld from the subsequent payments due to the contractor. In case the contractor fails to return the materials within the stipulated two months period from the date of loan of material, the materials loaned earlier would be treated as sold. The

recoveries of the value of the sold material would be on the basis of the issue rate or market rate prevailing at the time of supply or market rate at the end of two months period whichever is higher, plus 5% freight charges and 2% incidental charges with supervision charges at 12.5% of the total cost inclusive of material, freight and incidental charges or schedule of rates whichever is higher, However, if the loaned material is returned within 6 months or earlier, the withheld amount would be released.

15.0 (a) **Electricity** may be supplied at places where spare capacity is available for running of machinery and for lighting. The contractor shall provide his own distribution system in consultation and with the approval of the purchaser. The cost of providing connections and of energy consumed shall be paid by the Contractor to the Purchaser in accordance with relevant rules and prevailing rates of the Jharkhand Urja Sancharan Nigam Limited.

(b) At places where piped **water supply** is available the purchaser may supply water to the contractor at convenient points for his office, workshop and stores if necessary in connection with the work. The Contractor shall arrange to lay, his own pipe lines for distribution in consultation and with the approval of the Purchaser. The Contractor shall be charged for consumption by the JUSNL at the rate prevailing at that time. The Contractor shall arrange water at the work site at his own cost carried to work site through work trains.

(c) The contractor shall arrange at his own cost all tools, Plant and facilities as necessary for erection and testing of the equipment, in compliance with the specification

16.0 **Contractor's drawings etc. -**

(a) Any calculations, designs, drawings, schedules, information data progress charts etc. required by the Purchaser's Engineer in connection with the contract, shall be furnished by the Contractor at his own expenses.

(b) **ADHEDRENCE TO SPECIFICATION AND DRAWINGS:**

The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If the contractor performs any work in a manner contrary to the specifications or drawing or any of them and without such reference to the engineer he shall bear all the costs arising or ensuring there from, and shall be responsible for all loss to the JUSNL.

(c) **DRAWINGS AND SPECIFICATIONS OF THE WORKS :** The contractor shall keep one copy of approved drawings and specifications at the site, in good order , and such other contract documents as may be necessary, and make available to the engineer and the engineer's representative.

(d) **DETAILED DESIGN, DRAWINGS:** Engineering/foundation/ fabrication drawings/manuals etc of equipments shall be supplied by the bidder and shall be the property of JUSNL will be in internal use by the JUSNL for this contract.

i). **OWNERSHIP OF DRAWING AND SPECIFIATIONS:** All drawings and specifications and copies thereof furnished by the Jharkhand Urja Sancharan

Nigam Limited to the contractor are deemed to be the property of the Jharkhand Urja Sancharan Nigam Limited. They shall not be used on other works and with the execution of the signed contract complete set, shall be returned by the contractor to Jharkhand Urja Sancharan Nigam Limited on completion of work or on termination of the contract .

- ii). **COMPLIANCE WITH CONTRACTOR'S REQUEST FOR DETAILS:** The engineer shall furnish with reasonable promptness after receipt by him of the contractors request for the same, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part there-of all such drawings and instructions shall be consistent with the contract documents and reasonably inferable there from .
- iii). **MEANING AND INTENT OF SPECIFICATION AND DRAWINGS:** If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings of as to execution or quality of any work or material or as to the measurements of the work, the decision of the engineer shall be final subject to appeal within seven days of such decision being intimated by the contactors to the Chief Engineer (Transmission) JUSNL, Engineering Building, Dhurwa Ranchi- 2 who shall have the power to correct any errors, omissions or discrepancies in the specifications, drawings, classification of work or materials, and whose decision in the matter in dispute or doubt shall be final and conclusive.

17.0 **Power Shut Down:**

- a. The requirement of power shut down will be assessed by the contractor. in consultation with engineer –in-charge or his representative and shall give a written requisition for the same to the concerned power supply authority . through the Engineer-in-charge or his representative

Works such as foundations, erections of equipments etc. shall invariably be done without shut down.

- b. Shut down will normally be granted during day light hours, If however, it becomes absolutely necessary, blocks may be granted during night also. The Contractor shall confirm that he will equip himself to carry out all construction during night blocks efficiently by suitable special lighting equipments without any extra cost if required to do so.

- 18.0 (a) **Correctness Of Work and Materials** - The contractor shall be solely responsible for correctness of the positions, levels and dimensions of the work according to approved drawings, notwithstanding that he may have assisted by the Purchaser or his men in setting out the same.

(b) If any dimension figured upon a drawings differs from that obtained by scaling the drawings the figured dimensions should be normally taken as correct unless it is prima facie a mistake. But all such cases shall be brought to the notice of the Purchaser Engineers and the discrepancy set right before execution.

- 19.0 a. **CONTRACTOR'S RESPONSIBILITY FOR DISCREPANCY** – All designs and drawings submitted by the Contractor shall be based on a thorough study and shall be such that the contractor is satisfied about their suitability. The Purchaser's approval will be based on these considerations. Notwithstanding approval communicated by the Purchaser, during the progress of the contract for designs and drawings, prototype samples of components, materials and equipments after inspection of materials, after erection and adjustments to installation, the ultimate responsibility for correct design, and execution of work shall be with contractor unless the Purchaser insists on adoption of his own designs in spite of the contractor not being agreeable to it.
- 20.0 Additions and alterations to erected equipments - The purchaser may require additional installations or modifications to be carried out on the works he deems necessary, either during the execution or after a part or whole of the installations coming within the purview of the Contract has been put into commercial service. Further it may be necessary and expedient to energise overhead equipment which has been completed and finally adjusted in portions in yard/s. this will necessitate erection of new equipment in the vicinity of or joining energized equipment. In case the prices for such additional works or modifications are not covered by the schedule of price and are such that either party considers additional prices for such works justified, such additional work or modification shall be carried out, only after the additional prices proposed by the Contractor are accepted by the Purchaser. In case additional installations or modifications are required to be carried out under this para, the Purchaser shall grant a reasonable extension of time, should it be necessary.
- 21.0 **Training Of Purchaser's Staff** – The contractor shall train, free of charges, in a manner mutually agreed between the Purchaser and contractor, such staff of the Purchaser as may be deputed by him, and the wages and allowances and all other associated expenses of such staff shall be paid by the Purchaser.
- 22.0 **Work By Other Agencies.**
- a. Any other works undertaken at the same time by the Purchaser or the JUSNL direct or through some other agency at the same time or section where the contractor is carrying out his work will not entitle the contractor to prefer any claim regarding any delays or hindrances he may have to face on this account but the Purchaser shall grant a reasonable extension of time to the contractor. The contractor shall comply with instruction which may be given to him by the Purchaser in order to permit execution of his own works and these undertaken by the contractors or the Jharkhand Urja Sancharan Nigam Limited without being entitled on this account to any extra charges.
- b. The contractor shall not be entitled to any extra payment due to hindrance resulting from normal JUSNL operations, such as delay on account of adequate number of and duration of blocks not being granted.
- c. If the purchaser is unable to supply materials to the contractor as specified in the contract, in time, the contractor shall not be entitled to any extra payment on account of such delay in supply. However, such delays in

supply will be reasonable ground for extension of completion date/s for the work.

d. In the course of checking/ finalizing of layout plans and general arrangement drawings for modified layout plans, the contractor shall prepare a list of infringements if any exist, and advise the purchaser well in time.

23.0 **Infringement of patents.**

- a) The Contractor is forbidden to use any patents or registered drawings, process or pattern in fulfilling his contract without the previous consent in writing of the owner of such patent, drawing, pattern or trade mark, except where these are specified by the Purchaser himself. Royalties where payable for the use of such patented processes, registered drawings or patterns shall be borne exclusively by the Contractor. The contractor shall apprise the Purchaser of any proprietary right that may exist on such processed drawings or patterns which he may use of his own accord.
- b. In the case of patent taken out by the Contractor of the drawings or patterns registered by him, or of those patents, drawings, or patents for which he holds a license, the signing of the Contract automatically gives the Purchaser the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component part required by him in carrying out the repair work. In the event of infringement of any patent rights due to above action, the Purchaser shall be entitled to claim damages from the contractor on the grounds of any loss of any nature which he may suffer e.g. in the case of attachment because of counterfeiting.
- c. **Indemnification by contractor .-** in the event of any claim or demand being made or action being made or action being brought against the Purchaser for infringement of patent in respect of any equipment, machine, plant, work or thing used or supplied by the Contractor under this contract or in respect of any methods of using or working by the Purchaser of such equipment machine, plant work or thing, the contractor shall indemnify the purchaser and keep him indemnified and harmless against all claims, costs, charges and expenses arising from or incurred by reason of such claim provided that the Purchaser shall notify the contractor immediately any claim is made and that the contractor shall be at liberty, if he so desires with the assistance of the Purchaser if required but at the Contractor's expenses, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and provided that no such equipment, machine, plant work or thing, shall be used by the Purchaser for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this contract.

24.0 **Insurance :**

- a) The contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the contractor or the purchaser at common law or under any statute in respect of accidents to person who shall be employed by the contractor in or around the site of the contractor's office for the purpose of carrying out the works on the site. The contractor shall also take out and keep in force a policy or policies of insurance against all recognized risks to their offices

and depots. Such insurance shall in all respects be to the approval of the Purchaser and if he so requires in his name.

b) Insurance of materials and installations.

The contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the contractor or the Purchaser at common law or under any statute in respect of accident to persons till the installations are provisionally handed over to the purchaser. For this purpose the installation shall be deemed to have been provisionally handed over when provisional acceptance certificate is issued for the installation in the section or commissioned or on the expiry of three months after installation are given ready in all respect for handing over, whichever is earlier, for commercial use.

c. The contractor should, however, insure the materials brought to site against risks in consequence of war and invasion as required under the emergency risks (goods) Insurance Act 1962 from time to time

d. The contractor shall take out all insurance covers in connection with the contract with General Insurance corporation of India. Or any of its subsidiary.

25.0 Accident

a. The contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the purchaser at all times indemnified and protected against all claims made and liabilities incurred under Workman's compensation Act, the Factories Act and the Payment of Wages Act, and rules made there under from time to time or under any other labour and Industrial Legislation made from time to time.

b. The contractor shall indemnify and keep the purchaser indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection any death or injury sustained by any person or persons within the Jharkhand Urja Sancharan Nigam Limited premises sustained due to the acts or omission/negligence of the contractor, his sub-contractors, his agents or his staff during the executions of this contract irrespective of whether such liability arises under the Workman's Compensation Act, or Fatal Accident Act or any other statute in force for the time being

c. The contractor's liabilities to meet third party claims or the type outlined above will be applicable only in cases where accidents have been caused by bad design, workmanship, material or negligence on the part of the contractor and further the liability of the contractor will be limited to Rs. 5 lakhs for any one accident.

d. The contractor shall be responsible for all repairs and rectification of damages to installations erected or under erection due to, thefts, pilferage or any other cause, in a section until the installation are provisionally handed over to the purchaser.

26.0 Safety measures – (a) The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the JUSNL premises, but shall then conform to the rules and regulation of the

JUSNL if or when, in the course of the work there is likely to be any danger to persons in the employment of the contractor.

b) Blasting of rocks for foundation work shall be done only after due notice is given to the purchaser and time/s and date/s for blasting operations agreed to by the purchaser. The contractor shall also obtain all necessary permissions for blasting work from concerned government officials required under the law.

c) The contractor shall abide by all Jharkhand Urja Sancharan Nigam Limited regulations in force for the time being and ensure that the same are followed by his representatives, Agents or sub-contractors or workmen. He shall give due notice to his employees and workers about provision of this para.

d) The works must be carried out most carefully without any infringement of the latest Indian Electricity Act or Indian electricity Rules in force on the Jharkhand Urja Sancharan Nigam Limited, in such a way that they do not hinder Jharkhand Urja Sancharan Nigam Limited operation or affect the proper functioning of or damage any Jharkhand Urja Sancharan Nigam Limited equipment, structure except as agreed to by the purchaser, provided that all damage and disfiguration caused by the contractor shall be made good and repaired at his own cost failing which cost of such repairs shall be recovered from the contractor.

e). The contractor shall be responsible for safe custody of all equipments till provisional acceptance.

27.0 PENALTY FOR DELAY IN COMPLETION:

i) If the contractor fails to execute and complete the work within time specified in the agreement or within the period of extension granted except in so far that the delay is on the purchaser's account, a penalty of 0.5% (half) percent per week maximum 10% of delayed completion or part thereof of the full contract agreemental value will be levied on the contractor. The engineer shall at his sole discretion, specify a time limit within which the unfinished portion of the work shall be completed. In the event of failure of the contractor, the purchaser shall be at liberty to take action in accordance with provision of the contract.

ii) EXTENSION OF TIMES:

If such a failure as aforesaid shall have arisen from any cause which the purchaser may admit as being a reasonable ground for extension of time, the purchaser shall allow such additional time as he may in his absolute discretion consider to be reasonably justified by the circumstance of the case. Such extension shall be granted by the purchaser in the prescribed form. The contractor will apply for extension at least 2 months before the expiry of the period of completion period.

iii) DEFAULT AND DELAY :

The contractor shall execute the work with due diligence and expedition keeping in mind the approved time schedule. Should he refuse or neglect to comply with any reasonable orders given to him in writing by the engineer's representative in

connection with work or consistence both the provision of the contract or the progress of work lags persistently behind the time schedule due to his neglect, the purchaser shall be at liberty to give 7 days notice in writing to the contractor requiring him to make good the neglect or contravention complained of. Should the contractor fail to comply with requisition made in the notice within 7 days from the receipt thereof, it shall be lawful for the purchaser to take the work wholly or in part out of the contractor's hands without any further reference and get the work or any part thereof, as the case may be, completed by other agencies at expenses of the contractor without prejudice to any other rights or remedy of the purchaser.

28.0 ILLEGAL GRATIFICATION:

1. Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent or servant or anyone on his behalf, to any officer or employee of the Jharkhand Urja Sancharan Nigam Limited, or to any person on his behalf in relation to the obtaining or the of this or any other contract with Jharkhand Urja Sancharan Nigam Limited execution shall, in addition to any criminal liability which he may incur, shall result in the rescinding of the contract and all other contacts with the Jharkhand Urja Sancharan Nigam Limited and to the payment of any loss or damage resulting from such decision & the Jharkhand Urja Sancharan Nigam Limited shall be entitled to deduct the amounts so payable from any moneys due to the contractor(s) under this contract or any other contracts with the Jharkhand Urja Sancharan Nigam Limited.

2. The contractor shall not lend or borrow from or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Jharkhand Urja Sancharan Nigam Limited and if he shall do so the Jharkhand Urja Sancharan Nigam Limiteds shall be entitled forthwith to rescind the contract and all other contacts with Jharkhand Urja Sancharan Nigam Limited. Any question or dispute as to the commission or any such offense or compensation payable to the Jharkhand Urja Sancharan Nigam Limited under this clause shall be settled by the Jharkhand Urja Sancharan Nigam Limited, in such a manner as shall consider fit and sufficient and its decision shall be final and conclusive. In the event of rescinding of the contract under this clause, the Contractor will not be paid any compensation whatsoever except payments for the work done upto the date of rescinding.

29. PROVISIONAL ACCEPTANCE

- (i) Immediately after the completion of the installation the contractor shall certify and advise the purchaser in writing that the installation is (i) complete, (ii), ready for satisfactory commercial service and (iii) ready to be handed over. He will also place at the disposal of the purchaser the required staff for inspection, testing and putting it into operation.,
- (ii) The test or tests specified in part II will be conducted jointly by the purchaser and contractor as soon as possible after receipt of advice of completion of installation by the purchaser from the contractor.

- (iii) After the purchaser is satisfied with the satisfactory working of the installations, he will issue a Provisional Acceptance Certificate, which would be signed by both the parties. The provisional Acceptance Certificate will not be withheld for any minor defects.
- (iv) Should the result of inspection and tests be not satisfactory, an extension of one month will be granted to the contractor to make good the defects and deficiencies pointed out by the purchaser. Fresh inspection and tests will then be carried out after the contractor has attended to the defects and deficiencies. If these tests are also not satisfactory the purchaser may proceed at the contractor's expense by all means deemed expedient, to have the installation made satisfactory until they comply with specifications. And approved drawings and designs.
- (v) In such a case or in the case of delay in completing the work under this contract within the time limit the purchaser reserves the right, if he deems it possible to use in a reasonable manner any part of the installation even if some installations are not completely erected. The purchaser will give to the contractor for this purpose seven days previous notice. Contractor shall then take at his own expense all necessary steps to complete the work in accordance with the provisions of the contract. In case it becomes impossible to proceed with the above mentioned taking over tests, for reason, other than for which the contractor is responsible, the Provisional acceptance Certificate shall be issued at or within mutually agreed reasonable period not exceeding six months after completion of a installation .

NOTE: The issue of Provisional acceptance Certificate will not be withheld for rectification of minor defects as distinct from rejected equipment, which may not be essential for energisation and operation of the installation. In such cases, only the value of the materials and costs of rectification of the minor defects shall be withheld from payments on provisional acceptance until rectifications is completed.

30 DEFECTIVE EQUIPMENT TO BE REPLACED:

- (i) Notwithstanding the issue of provisional acceptance certificate and partial or full use of any equipment if the complete plant or any portion thereof, before it is finally takeover at the end of the guarantee period, found to be or to have become defective in course of usage by the Jharkhand Urja Sancharan Nigam Limited due to faulty material, design or workmanship or otherwise to fulfill the requirement of the contract and its purpose, the purchaser shall normally give the contractor prompt notice setting the particulars of such defects or failure and the contractor shall forth with make the defects good or modify or replace the equipment as maybe directed by the purchaser's engineer at his own cost in all respect to make it comply satisfactorily with the said requirement. Should the contractor fail to do so within a reasonable time or not permit the serving of such notice, the purchaser may repair or reject & replace the whole or part of such defective equipment, as the case may be, at the cost of the contractor. The contractor's full liability under this clause shall be satisfied by the payment to the purchaser of the extra total cost if any of such replacement delivered and erected as provided for in the original contract, such extra cost being the ascertained

difference between the price paid by the purchaser under the provision above mentioned for such replacement and the contract price for the plant so replaced plus the sum if any paid by the purchaser to the contractor in respect of such defective equipment should the purchaser to no so replace the rejected equipment within a reasonable time, the contractors liability under this clause shall be satisfied by the repayment by the contractor of all moneys paid by the purchaser to him in respect of such rejected equipment. Rejected/ defective materials shall be returned to the contractor to the extent possible.

- (ii) The provision of this para will apply only in respect of the equipment and components supplied by the contractor or his sub contractor.

31. USE OF REJECTED EQUIPMENT

In the event of such rejection as aforesaid, the purchaser shall, without prejudice to his other rights and remedies and in particulars without prejudice to his right under the clause just preceding, be entitled to the use of the rejected equipment for a time reasonably sufficient to enable him to obtain other replacement/ equipment. During such period, if the rejected equipment is used commercially the contractor shall not be entitled to the payments on provisional acceptance certificate until such rejected equipment is rectified and/ or replaced, but the purchaser shall not be entitled to claim any damage arising out of rejected equipment in respect of such period

32. GUARANTEE :

(a) The contractor shall guarantee satisfactory working of the installations erected by him, for a period of twelve months from the date of commercial operation or from the date of Provisional acceptance of the installation by the purchaser whichever is earlier. The guarantee for spares should be coincident with guarantee for erected equipments.

(b) During this period of guarantee the contractor shall keep available an experienced engineer and necessary equipment to attend to any defective installations and for satisfying himself that the Jharkhand Urja Sancharan Nigam Limited staff follow the prescribed procedure for operation and maintenance of equipment. The contractor shall bear the cost of all modifications, additions or substitutions that may be considered necessary due to faulty materials, design, or workmanship for the satisfactory working of the equipment. The final decision shall rest with the General Manager (Transmission) , Concern & Zone,

(c) During the period of guarantee the contractor shall be liable for the replacement of any part which may be found defective in the equipment whether such equipments be of his own manufactured or those of his sub contractors, whether arising from faulty design, materials, workmanship or negligence in any manner on the part of the contractor provided always that such defective parts as are not repairable at site are promptly returned to the contractor if so required by him at his (contractor's) own expenses. In case of type defects in contractor's equipments and components detected during the guarantee period, the contractor should replace all such items

irrespective of the fact whether all such items have failed or not. The contractor shall bear the cost of repairs carried out on his behalf by the purchaser at site. In such a case the contractor shall be informed in advance of the work proposal to be carried out by the purchaser.

(d) If it becomes necessary for the contractor to replace or renew any defective portions of this installation under the para aforesaid then the provision of the said para shall also apply to the portions of the installation so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of above mentioned period whichever is later. Such extension shall not apply the case of defects of a minor nature, the decision of the Electrical Superintending Engineer, Concerned Circle, Jharkhand Urja Sancharan Nigam Limited or his successor being final in the matter. If any defects be not remedied within a reasonable time during the aforesaid period the purchaser may proceed to do the or at the contractors risk and expense, but without prejudice to any other rights and remedies which the purchaser may have against the contractor in respect of such defects or faults.

(e) The repaired or renewal parts shall be delivered and erected on site free of charge to the purchaser.

(f) In the case of the materials supplied by the purchaser liability will rest on the contractor for failure on account of defective materials or workmanship and for any consequential damages. Such defective materials if not yet erected in installation will be returned by the contractor to the purchaser and such quantities will be considered for the purpose of final reconciliation over and above allowance.

33

FINAL ACCEPTANCE:

- a) The final acceptance of the entire equipment installed on the section shall take effect from the date of expiry of the period of guarantee as defined in para 32 or the expiry of the last of the respective period of guaranty of various sections for which PAC are issued or brought into commercial operation, provided in any case that the contractor has complied fully with his obligations in respect of each section, provided also that due attention has been paid by way of maintenance by the purchaser.
- b) If on other hand the contractor has not so complied with his obligations under para 30-33 The purchaser may either extend the period of guarantee in respect of the sub section until the necessary works are carried out by the contractor or carry out those works or have them carried out sou moto on behalf of the contractor at the contractors expense. After expiry of the period of guarantee for such section, a certificate of final acceptance shall be issued by the purchaser and that will terminate the contract subject to restriction of para (d) below :
- c) The purchaser shall not be liable to the contractor for any matter arising out of or in connection with the contract or execution of the work unless the contractor shall have made a claim in writing in respect thereof before the issue of final Acceptance Certificate under this clause.

- d) Notwithstanding the issue of final Acceptance Certificate, the contractor and the purchaser (subject to sub clause as above) shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time as the certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties thereto

34. PAYMENT:

Payment will be governed by the terms specified in Part A, Chapter III and in accordance with accepted schedule of prices, read with relevant paras of the other parts and chapters of the Tender papers. The purchaser retains the right to withhold money due to the contractor arising out of this contract for any default of the contractor from other contracts which the contractor may have with the Jharkhand Urja Sancharan Nigam Limited

- A (i) The contractor shall, whenever required, produce or cause to be produced for examination by the purchaser any quotation/ invoice, cost or other account, book of account, voucher, receipt, letter memorandum, paper or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining the cost of the execution of this contract (the decision of the purchaser on the question of relevancy of any documents, information or return being final and binding on the parties). The contractor shall similarly produce vouchers etc., if required, to prove to the purchaser, that materials supplied by him are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work be carried out by a sub contractor or any subsidiary or allied firm or company, the purchaser shall have power to secure the books of such sub contractor or any subsidiary or allied firm or company, through the contractor, and such books shall be open to his inspection. The contractor should seek prior permission from the purchaser for subletting whole and/ or part of the work to any sub contractor.
- (iii) The obligations imposed by sub clauses (i) and (ii) above are without prejudice to the obligations of the contractor under any statute, rules or other binding to the contractor or other condition of the contract.
- (iv) It is agreed terms of the contract that purchaser reserves to itself the right to carry out post payment audit and or technical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the contractor for the refund of any excess amount paid to him if as a result of such examination any over payment to him is discovered to have been made in respect of any work done or alleged to have been done by him under the contract.

(B) MONTHLY STATEMENT OF CLAIMS

The Contractor shall prepare and furnish to the Engineer once in every month an account giving full and detailed particulars of all claims for any additional expense to which the Contractor may consider himself entitled and of all extra or additional works ordered by the engineer which he has executed during the preceding month and no claim for payment for any such work will be considered which has not been included in such particulars.

(C) SIGNING OF NO CLAIMS CERTIFICATE

The contractor shall not be entitled to make any claim whatsoever against the Jharkhand Urja Sancharan Nigam Limiteds under are by virtue of arising out of his contract, nor shall the Jharkhand Urja Sancharan Nigam Limited entertain or consider any such claim, if made by the contractor, after he shall have signed a no. claim certificate in favour of the Jharkhand Urja Sancharan Nigam Limited in such forms as shall be required by the Jharkhand Urja Sancharan Nigam Limited, after the works are finally measured up. The contractor shall be debarred from disputing the corrections of the items covered by the No claim certificate or demanding a reference to arbitration in respect thereof.

35. Equipment, components and material received for work-

The contractor shall utilize all equipments, components or materials, procured specifically for the purpose of execution of the work, in the work or other requirements. Any surplus materials left over at the end of the work shall not be disposed of without prior approval of the purchaser in writing. The purchaser may within a period of six months from the due date of Provisional Acceptance of the last section, switching/ booster station, notify the contractor of the purchaser interest in any or all of the surplus materials and shall have the right to take over the materials, so indicated at prices indicated in Schedule. The materials so notified by the purchaser shall be taken over by the purchaser and paid for in full. The contractor may use in any manner deemed fit, only such surplus materials which are not covered by the purchaser's notification after getting the approval of the purchaser in writing.

36. JURISDICTION OF COURT

Only Jharkhand High court Ranchi will be jurisdiction of the court.

37. LABOUR**37.0 WAGES TO LABOUR**

37.1 The contractor shall be responsible to ensure compliance with the provisions of the minimums wages act herein after referred to a the said act and the rules made the re-under in respect of any employees directly or through petty contractors or sub contractors employed by him.

38. PROVISIONS OF PAYMENTS OF WAGES ACT:

38.1 The contractor shall comply with the provisions of the payment of wages act and the rules made there under in respect of all employed directly or through petty

contractors or sub contractors employed by him in the work. If in compliance with the terms of the contract the contractor directly or through petty contractors or sub contractors shall supply any labour to be used wholly or partly under direct order and control of the engineer whether in connection with works to be executed hereunder or otherwise for the purpose of the engineer such labour shall nevertheless, be deemed to comprise of persons employed by the contractor and any moneys which may be ordered to be paid by the engineer shall be deemed to be moneys payable by the engineer on behalf of the contractor and the engineer may on failure of the contractor to repay such moneys to the Jharkhand Urja Sancharan Nigam Limited deduct the same from any moneys due to the contractor in terms of the contract. The Jharkhand Urja Sancharan Nigam Limited shall be entitled to deduct from any moneys due to the contractor whether under this contract or any other contract all moneys paid or payable by the Jharkhand Urja Sancharan Nigam Limited by way compensation of aforesaid or for costs of expenses in connection with any claim there to and the decision of the engineer upon any question arising but of the effect or force on this clause shall be final and binding upon the contractor.

39 PROVISIONS OF CONTRACT LABOUR REGULATION AND ABOLITION ACT 1970

- 39.1 The contractor shall comply with provisions of the contract labour regulation and abolition act 1970 and the contract labour regulation and abolition central rules 1971 as modified from time to time, where ever applicable and shall also indemnify the JUSNL from and against any claims under the aforesaid act and the rules.
- 39.2 The contractor shall obtain a valid license under the aforesaid act modified from time to time before the commencement of the work and continue to have a valid licence until the completion of the work. Any failure to fulfil this requirement shall attract the penal provisions of the contract arising out of the resultant non execution of the work.
- 39.3 The contractor shall pay to labour employed by him directly or through sub contractors the wages as per provision of the aforesaid act and the rule wherever application. The contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the work including any engaged by sub contractor in connection with the said works as if the labour had been immediately employed by him.
- 39.4 In every case in which, by virtue of the provisions of the aforesaid act or the rules, the Jharkhand Urja Sancharan Nigam Limited is obliged to pay any amount of wages to a workman employed by the contractor or sub contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid act and the rules or to incur any expenditure on account of the contingent liability of the Jharkhand Urja Sancharan Nigam Limited due to the contractor failure to fulfill his statutory obligations under the aforesaid act or the rules the Jharkhand Urja Sancharan Nigam Limited will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred and with out prejudice to the rights of the Jharkhand Urja Sancharan Nigam Limited under section 20 sub section 2 and section 21 sub section 4 of the aforesaid act the Jharkhand Urja Sancharan Nigam Limited shall be at liberty to recover such amount or part thereof by deducting if from the security

deposit and or from any sum due to the contractor whether under the contract or otherwise made against it under sub section 1 of section 20 and sub section on request of the contractor and upon his giving to the Jharkhand Urja Sancharan Nigam Limited full security for all costs for which the Jharkhand Urja Sancharan Nigam Limited might become liable in contesting such claim. The decision of the Jharkhand Urja Sancharan Nigam Limited regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

39.5 In respect of all labour directly or indirectly employed in the work for performance of the contractor part of the contract the contractor shall comply with or caused to be complied with the provision of the aforesaid rules wherever applicable.

40. **REPORTING OF ACCIDENTS TO LABOUR**

40.1 The contractor shall be responsible for the safety of all employees employed directly or through petty contractors or sub contractors employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the engineer or the engineers representative and shall make every arrangements to render all possible assistance.

41. **PROVISION OF WORKMENS COMPENSATION ACT.**

41.1 In every case in which by virtue of the provisions of section 12 sub section 1 of the workman compensation act 1923 JUSNL is obliged to pay compensation to a workman employed directly or through petty contractors or sub contractors employed by the contractor in executing the work, Jharkhand Urja Sancharan Nigam Limited will recover from the contractor the amount of the compensation so paid, and without prejudice to the right of Jharkhand Urja Sancharan Nigam Limiteds under section 132 sub section 2 of the said act Jharkhand Urja Sancharan Nigam Limited shall be at liberty to recover such amount or any part there of by deducting from the security deposit or from any sum due by Jharkhand Urja Sancharan Nigam Limited to the contractor whether under these conditions or otherwise. Jharkhand Urja Sancharan Nigam Limited shall not be bound to contest any claim made against under section 123 sub section 1 of the said act except on the written request of the contractor and upon his giving to Jharkhand Urja Sancharan Nigam Limited full security for all costs for which JUSNL might become liable in contesting the claim.

42. **PROVISION OF MINES ACT:**

The contractor shall observe and perform all the provisions of the mines act 1952 or any statutory modifications of reenactment thereof for the time being in force and any rules and regulation made there under in respect of all the persons directly or through petty contractors or sub contractors employed by him under his contract and shall indemnify the Jharkhand Urja Sancharan Nigam Limited from and against any claim under the mines act or the rules and regulation framed there under by or on behalf of any persons employed by him or otherwise.

43. **JUSNL NOT TO PROVIDE ACCOMMODATION FOR CONTRACTOR**

43.1 No accommodation shall normally be provided by the Jharkhand Urja Sancharan Nigam Limited for the accommodation of the contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the contractor at Jharkhand Urja Sancharan Nigam Limited discretion recoveries shall be made at such rates as may be fixed by the Jharkhand Urja Sancharan Nigam Limited for the full rent of the building, equipment therein as well as charges for electric rent water supply and conservancy.

44. **LABOUR CAMPS**

43.1 The contractor at his own expense make adequate arrangement for the housing, supply of drinking water and provision of latrines, and urinals for his staff and workmen employed directly or through petty contractor or sub contractors employed on the works and for temporary crèche (Bal mandir) where 50 or more women are employed at a time, suitable sites on Jharkhand Urja Sancharan Nigam Limited land if available may be allotted to the contractor for the erection of labour camps either free of charge or on such terms and conditions that may be prescribed by the Jharkhand Urja Sancharan Nigam Limited. All camp sites shall be maintained in clean and sanitary condition by the contractor at his own cost.

45. **COMPLIANCE TO RULES FOR EMPLOYMENT:**

The contractor shall conform to all laws, by laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractor or through sub contractor on the work.

46 **COMPLIANCE TO ENGINEER'S INSTRUCTIONS:** The engineer shall direct the contractor in which several parts of the works shall be executed. The contractor shall execute without delay all written orders given by the engineer from time to time but the contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

1. **ALTERATIONS TO BE AUTHORISED:** No alternation in or additions to or omission or abandonment of any part of the works shall be deemed authorized, except under instructions from the engineer, and the contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.

2. **EXTRA WORKS:** Should works over and above those included in the contract are required to be executed at the site, the contractor, shall have no right to be entrusted with the execution of such works which may be carried out by another contractor or contractors or by other means at the option of the Jharkhand Urja Sancharan Nigam Limited.

3. **SEPARATE CONTRACTS IN CONNECTION WITH WORKS:** The Jharkhand Urja Sancharan Nigam Limited shall have the right to let other contracts operate in connection with the works. The contractor shall afford other contractors reasonable opportunity for the storage of their materials and execution for their work, if any part of the contractors work depends for the proper execution of there work . The contractors failure to inspect and report shall constitute an acceptance of the other

contractors work as fit and proper for the execution of his work, except as to defects which may develop in the other contractors work after the execution of his work.

47. **INSTRUCTIONS OF ENGINEERS REPRESENTATIVE:** Any instructions or approval given by the engineer's representative to the contractor in connection with the works shall bind the contractor as though it had been given by the Engineer provided always follows:
1. Failure of the engineers representative to disapprove any work of materials shall not prejudice the power of the engineer thereafter to disapprove such work or materials and to order the removal or breaking up thereof.
 2. If the contractor is dissatisfied by reason of any decision of the engineer's representative he shall be entitled to refer the matter to the engineer who shall there upon confirm or vary such decision.
48. **WORKING DURING NIGHT :** The contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the engineer.
49. **DAMAGE TO JHARKHAND URJA SANCHARAN NIGAM LIMITED PROPERTY OR PRIVATE LIFE AND PROPERTY :** The contractor shall be responsible for all risk to the works and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Jharkhand Urja Sancharan Nigam Limited or the lives person or property of others from whatsoever cause in connection with the works until they are taken over by the Jharkhand Urja Sancharan Nigam Limited although all reasonable and proper precautions may have been taken by the contractor and in case the Jharkhand Urja Sancharan Nigam Limiteds shall be called upon to make good any costs , loss or damages, or to pay compensation, including that payable under the provisions of the Workman's compensation Act or any statutory amendments thereof to any person or persons sustaining damage as aforesaid by reason or any act, or any negligence or omission on the part of the contractor, the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Jharkhand Urja Sancharan Nigam Limited may incur in reference thereto, shall be charged to the contractor,. The Jharkhand Urja Sancharan Nigam Limited shall have the power and right to pay to defend or compromise any claims of threatened legal proceedings or in anticipation of legal proceeding being instituted consequent on the action or default of the contractor, to take such steps. As may be considered necessary or desirable to ward off or mitigate the effect of such proceedings charging to the contractor, as aforesaid , any sum or sums off money, which may be incurred, and the property of any such payment, defense of compromise, the incurring of any such expenses shall not be called in question by the contractor.
50. **PROVISION OF EFFICIENT AND COMPETENT STAFF:** The contractor shall place and keep on the works at all time efficient and

competent staff to give the necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labours in or about the execution of any of the works as are careful and skilled in their various trades and callings. The contractor shall at once remove from the work any agents, permitted sub contractor, supervisor, workmen or labour who shall be objected to by the engineer and if and whenever required by the engineer, he shall submit a correct return showing the names of all staff and workmen employed by him. In the event of the engineer being of the opinion that the contractor is not employing on the works sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect take on the additional number of staff and labour specified by the engineer within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle the Jharkhand Urja Sancharan Nigam Limited to rescind the contract as per relevant clause of the tender .

51.

SUSPENSION OF WORKS:

1. The contractor shall on the order of the engineer suspend the progress of the works or any part thereof for such time or time or times and shall during such suspension properly protect and secure the work so far as if necessary in the opinion of the engineer.

PART – A**CHAPTER – III****PRICES AND PAYMENT****1.3.1 SCOPE**

Design, Engineering, Supply, Erection, Testing & commissioning of 132/ 33 KV Grid Sub-Station at Saria.

This chapter deals with prices to be paid for supply and/ or erection of various items of work or for supplies, and other amounts payable in accordance with accepted schedules of prices and rates and terms and conditions of payment mentioned herein.

This is composite works contract. The total prices for the completed items of work are the actual prices payable to the Contractor as per the terms and conditions of the contract.

1.3.2 SCHEDULE OF PRICE

- a) **Unit price:** The Unit prices of various items of work shall be included in Schedule irrespective of minor variations in basic quantities and use of alternative types of various components and fittings approved by the purchaser. Minor changes in basic designs shall not affect the unit prices, so long as such changes are mutually agreed to by the Purchaser and the contractor. All Unit Prices shall be in RUPEES.
- b) **Unit Prices for materials :** The unit prices indicated in Schedule of quantities & prices shall include the prices of materials including all incidental charges for transport, loading/unloading and handling of materials, commission for arranging dispatch by rail/ road direct from manufacturer's factory and completing all necessary formalities in this respect such as submission of forwarding notes, collection of Jharkhand Urja Sancharan Nigam Limited receipts, all insurance premia, banker's charges for bank guarantee, indemnity bonds, inclusive of cost of stamps etc.

The price shall include all taxes, duties and levies (including Octroi etc.) applicable on this works contract. Therefore, they should quote their prices taking into account the rate of taxes as livable in the event of sale through works contract to the Jharkhand Government organization in that State. **Form 'C' and road permit WILL BE SUPPLIED BY JUSNL TO THE CONTRACTOR.**

The prices shall also include provision for losses and wastages in transit and erection.

The unit prices indicated in column-6 of Schedule, of quantities & prices Section, shall include cost of erection and testing to be done by the contractor and also cover all cost of labour, administration of the contact, insurance premia, banker's charges for guarantees, cost of stamps, cost of storage, loading and unloading and

handling of materials, and for any road transport which the contractor may use for carriage of materials between his depot and depots and the site of work. The unit prices shall include cost of works and adjustments necessary to be done by the contractor during or after the test, carried out by the Purchaser.

(c) **OTHER PRICE ADJUSTMENTS:**

- a) Since the completion of the project is within 18 months no price variation will be given.
- b) However, price variation may be allowed beyond the completion period by specific alteration of that date through an amendment to the contract in case of force majeure or any other reason ie. Clearance of forest, ROW etc.
- c) Price variation will be allowed only on unexecuted erection work as per Indian Labour bureau (www.labourbureau.nic.in) and no price variation will be given on supply portion as it is assumed that all material / equipments will be supplied within schedule time.

No price variation will be admissible for default on the part of supplier.

(d) **Supplement to Schedule of Prices**

If it is considered that items of work included in the schedule of quantities & prices, would not cover all works involved inputting the installation into commission, additional items of work which are considered necessary and unit price of such items shall be included in Schedule.

(e) **Explanatory notes:**

Explanatory notes for various items of work included in schedule, are given in Part the tender paper.

(f) **New items of work**

- a) If during the erection of the work the contractor is called upon to carry out any new item of work not included in Schedule of quantities and prices, the contractor shall execute such work at such prices as may be mutually agreed with the Purchaser before commencement.
- b) Provided that if the contractor commences work or incurs any expenditure in regard there to before, the rate are determined and agreed upon as lastly here on to fore mentioned, then and in such case the contactor shall only entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the purchaser. However, if the contractor is not satisfied with the decision of the purchaser in this respect he my appeal to

E.S.E, concerned within 30 days of getting the decision of the purchaser, supported by analysis of the rates claimed. The decision of E.S.E. concerned after hearing both the parties in the mater would be final and binding of the contractor and Jharkhand Urja Sancharan Nigam Limited

1.3.3 PRICES OF EQUIPMENTS, COMPONENTS AND MATERIALS

The prices of individual equipments, components and materials required for the work inclusive of Excise Duty, Sales Tax and Insurance Premia under the Emergency Risk (Goods), Insurance Act in force, if any, shall be included in the Schedule. The prices shall be related to the actual prices of the components and materials to the contractor as obtained by him at the time of submitting his tender. If required by the purchaser, the tenderer/ Contractor shall substantiate such prices. No adjustment of rates is permissible if alternative approved fittings are used for any reasons whatsoever.

1.3.4 PRICES OF ADDITIONAL SUPPLIES

The additional supplies will be taken over from the contractor at the same prices.

1.3.5 PAYMENTS AND RECOVERIES

Subject to any deduction or recoveries which the Purchaser may be entitled to make under the contract, the contractor shall, unless otherwise agreed to, be entitled to get the following payments, subject to conditions stipulated in subsequent paragraphs:

- i) Payment of mobilization advance.
- ii) Payments for designs.
- iii) Payment of materials
- iv) Payments for erection.
- v) Payments for spares & additional supplies.
- vi) Payments for surplus materials taken over.
- vii) Payment on provisional acceptance.
- viii) Final settlement.

1.3.6 **INVOICING PROCEDURE**

- a) The contractor shall submit his invoicing procedure for approval of the Purchaser within two months from the date of receipt of Letter of Acceptance/Intent of Tender. Separate invoices shall be submitted for different types of payments mentioned above. All invoices shall be submitted with original supporting documents or certified true copies of supporting documents, wherever these are acceptable to the Purchaser's Engineer. Where copies of original documents are required in support of several invoices, true certified copies of the original documents may be forwarded to the Purchaser's Engineer, with his consent.
- b) Invoice shall be submitted only on the basis of agreed principles and prices, quantities and measurement of works completed shall be approved by the Purchaser's Engineer prior to the submission of invoices. For this purpose, the schedule of quantities and measurements submitted by the Contractor for approval of the Purchaser's Engineer may be only upto the extent of work completed except in the case of payments on provisional acceptance.

1.3.7 **PAYMENT :-**

All payments to the contractor under his contract shall be made by **Accounts Officer**, Jharkhand Urja Sancharan Nigam Limited, Ranchi on submission of the following documents

1.3.8 **PAYMENT FOR DESIGNS**

Payment for designs in respect of sections shall be made on the basis of prices included in item of Schedule of quantities & prices. Payment shall be made in two installments.

1.3.9 **“ PAYMENT FOR MATERIALS** Following documents will be required for payment of materials

- a) Material receipt Certificate (SRV)
- b) Supplier's Challan
- c) Inspection Certificate / by JUSNL/ Inspection waiver advice from JUSNL.

- d) Contractor's bill duly certified by JUSNL And verified by Engineer-in-charge of JUSNL
- 1.3.10 **PAYMENT FOR ERECTION** following documents will be required for payment of erection.
- e) a) Contractor's bill duly certified by JUSNL And verified by Engineer-in-charge of JUSNL
- 1.3.11 Subject to any deductions from the Contract price as per Contract. The Contractor shall be entitled to receive the Contract Price in the following manner :-.
- 1.3.12 **Payment for Manufacture, supply and delivery at site of Facilities, Structural steel fabricated items, commissioning spares .** No payment shall be released unless security money is deposited and agreement entered into by the contractor with JUSNL.
- i) 10% of the value for supply items will be paid as advance after the effective date of Contract on submission of a Bank Guarantee for equal amount in JUSNL's enclosed proforma from any nationalized Bank of India. This advance will be carry 13% interest p.a.
- ii) 70% of the Contract value on pro-rata basis for supply portion on receipt of materials at site in good conditions duly certified by JUSNL Engineer-in-charge. And on submission of invoices accompanied by LR/RR/Delivery Challans/ SRV Inspection Certificate etc. the advance payments under Item (i) above shall be adjusted on prorata basis against this payments.
- (iv) 20% of the contract value for supply portion on erection and testing of the equipment/ materials.
- (v) 5% of the Contract value for supply portion after issue of Provisional Acceptance Certificate by the Purchaser and 5% of the contract value will be paid after submission of Bank Guarantee for equal amount to be kept valid till expiry of guarantee period/ commissioning of the grid.
- 1.3.13 **PAYMENT FOR CIVIL & ERECTION WORKS**
- i) 10% of the Contract value for erection portion as advance after the effective date of Contract on submission of a Bank Guarantee for equal amount in JUSNL's enclosed proforma from nationalized Bank.

- ii) 5% of the Contract value on submission of proof of setting up of contractor's office & store & commencement of work and on submission of Bank Guarantee for equal amount in JUSNL's enclosed proforma from nationalized Bank .
- iii) 80% of the Contract price for erection portion on successful accomplishment of erection. The two advance payments under Item (i) & (ii) above shall be adjusted on prorata basis against this payment.
- iv) 15% of the contract price for erection portion on successful testing of the equipment/ installation.
- v) 5% of the Contract value for erection portion after successful completion, testing and commissioning of the project duly certified by the purchaser and issue of Provisional Acceptance Certificate by the Purchaser against submission of Bank Guarantee for equal amount to be kept valid till expiry of guarantee period .

- Note :-**
1. All payments covered under the contract shall be made in Indian Rupees only.
 2. The advance payments will be made bearing interest @ 13% p.a. and payments against Provisional Acceptance Certificate shall be released at one point of time for the whole work.
 3. All Bank Guarantees against advance payments shall be progressively reduced in value on pro-rata basis after approval of drawings/ receipt of materials / progress of work at site once in every quarter, only on approval by the Purchaser for which the Contractor shall submit the request letters with necessary supporting calculations.
 4. All the Bank Guarantee shall be submitted by the Contractor, issued from an Indian Nationalized/ drawn in favour of Accounts Officer, Jharkhand Urja Sancharan Nigam Limited, Ranchi, in the proforma enclosed. With bid document issued by JUSNL for the purpose.
 5. All interim/ progress payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually completed and shall not preclude defective / imperfect / incomplete work to be removed. It

will not be considered as an admission by the Purchaser of the due performance of the Contract, or any part thereof by the Contractor nor shall it preclude, determine or affect in any way the powers of the Purchaser under conditions or in any other way vary the affect of Contract.

6. The Purchaser reserves the right to encash Bank Guarantees if sufficiently convinced of negligence and lack of dedication to work on the part of the Contractor.
7. Within 30 days of the Effective Date of Contract , the Contractor shall furnish detailed price break-up and billing and dispatch schedule, which only after approval of the Purchaser, shall form the basis for releasing interim pro-rata payments. The billing and dispatch schedule shall be submitted according to the sequence of supplies and erection.
8. Should the Contractor consider that he is entitled to an additional payment due to change in scope, he shall forthwith give notice in writing to the Purchaser to that effect. Such notice shall be given to the Purchaser containing full particulars and justification of the additional claim. Irrespective of any provision in the Contract to the contrary, the contractor must intimate his intention to lodge claim within 20 days (30 days for imported portion) of the commencement of happening of the event and completion of the work, failing which, the Contractor will lose his right to claim any compensation/ reimbursement / damages etc or refer the matter to Arbitration. Failure on the part of the Contractor to put forward any claim as above within the time as specified shall be an absolute waiver thereof. Omission by the Purchaser to reject any such claim and delay in dealing therewith shall not be waived by the Purchaser of any of his rights in respect thereof.

(d) Limit of payment for materials

The total payment for supply shall not exceed 85% of the value of the materials required to complete the work. For this purpose the total value of the materials required to complete the work shall be the total of column 8 of schedule as per the latest approved assessment of quantities.

- (c) 'On account' payments will commence only when Schedule of quantities , is approved by the Purchaser.

1.3.14 **RECOVERIES FROM THE CONTRACTOR**

- a) All the recoveries for materials supplied and services rendered by the Purchaser to the contractor and other refunds due from the contractor, shall ordinarily be made, by deduction from payments due to the contractor covering the value of supply and erection in the progress payments for erection and from payments on provisional acceptance.
- b) The cost of materials supplied by the Purchaser from specified Jharkhand Urja Sancharan Nigam Limited Stores will be recovered in full by the Purchaser.

1.3.15 **PAYMENTS FOR SPARES, COMPONENTS & ADDL. SUPPLIES**

- a) The contractor shall receive payment for supply for spares at rates indicated in the schedule of quantities and for any additional supplies at Schedule rates on delivery of such supplies to the purchaser after due adjustment if any in terms of Para 1.3.9.
- b) The contractor shall receive payment for the supply of spare components and parts for maintenance on delivery of such supplies, to the Purchaser in accordance with the prices included in Schedule.

1.3.16 **EXCISE DUTY AND SALES TAX**

- a) All taxes, duties and levies (including Octroi etc.) arising out of the transaction between the contractor and his sub-contractors/ suppliers for this work will be included in the rates quoted by the contractor in the relevant schedule.

No claim for variation in the rates of excise duty, sales tax and levies (including Octroi etc. due to any reason whatsoever will be accepted by Jharkhand Urja Sancharan Nigam Limited.

- b) Wherever the law makes it statutory for the Purchaser to deduct any amount towards Sales Tax on works contract, the same will be deducted and remitted to the concerned authority.

1.3.17 **FINAL SETTLEMENT**

On expiry of the guarantee period and issue of the certificate of final acceptance for the entire installations, the Security Deposit will be refunded or

Bank Guarantee released to the Contractor after adjustment of any dues payable by the Contractor to the Purchaser.

1.3.18 **MEASUREMENTS**

- a) Payments for field work shall be made in accordance with approved designs and drawings and measured in relevant units, except where provided or otherwise. In case the dimensions of the work are more than those shown in approved designs and drawings, the Contractor will not be entitled to any extra payment unless the dimensions are increased on account of physical impossibility of carrying out the work in accordance with approved drawings and designs, subject to approval by the Purchaser before execution., in case the dimensions of work are less than those shown in the approved designs and drawings and the work is accepted without being rejected, payment will be made as per work actually done.
- b) The measurement will be made generally in accordance with standard engineering practice and in conformity with the explanatory Notes.

PART – A**CHAPTER – IV****132/ 33 KV GRID SUB-STATION AT SARIA****EXPLANATORY NOTES FOR GRID SUB STATION OF SCHEDULE OF PRICE****GENERAL NOTES**

1. “Erection” shall mean erection, testing and commissioning of every equipment to the satisfaction of the purchaser.
2. The contractor at his cost shall conduct field tests on each erected equipment jointly with the purchaser. The results of these tests shall be submitted in an approved format in ten copies.
3. The cost of a retro reflective number plate of approved design and make shall be included in the cost of all types of transformers, circuit breakers, isolators and lightning arrestors.
4. The price of every equipment shall also include the cost of special tools and plants, if any required for the erection, operation and maintenance of that equipment.

1. **Design and drawings of 132/33 kV Grid Substation:-** The price shall cover the cost of survey, soil investigation, preparation of soil profiles and preparation of all working drawings and designs such as location plans, layouts, general arrangements, elevations, cross sections, fencing arrangement, foundation and cable trench layouts, structural layouts, cable layouts, earthing layouts, wiring diagrams etc. The price shall also cover cost of detailed design and engineering for typical equipments (both civil and structural). Designs prepared shall be submitted in three copies for the purchaser’s comments/approval. One of the commented copies shall be returned to the contractor, who shall resubmit the original tracing for approval after incorporating the purchaser’s approval comments. On approval ten copies of each drawing shall be submitted for purchaser’s n completion of all field works, the contractor shall incorporate all site changes done during execution in the original tracing and get the same approved by the purchaser. On approval 6 prints together with 2 transparencies of RTF or such durable material shall be furnished. Payment against this item shall be made in two stages; 50% shall be released on approval of all working designs and submitting the distribution copies. The remaining 50% shall be released on submitting the approved completion drawings together with transparencies and other copies.

2a(i). Supply and Erection of 132/33 kV 50 MVA Transformer:- The price shall include supply with all accessories, handling, assembling, oil filling, and erection of the transformer. The price includes the cost of oil filtration, testing of oil prior to commissioning in a government approved laboratory and conducting all tests to establish the soundness of the equipment and its conformity to the technical specifications. The contractor at his cost shall make engineers of the manufacturer available during testing and commissioning so that maximum benefit can be availed of the guarantee clause.

2a (ii) Supply and Erection of 145 kV 1600 A SF6 Circuit breaker:- The price shall include Supply and Erection of a 145 kV SF6 circuit breaker of an approved make conforming to the technical specifications. The price shall include filling of SF6 gas, interlocking with other switchgears, testing and commissioning.

2a (iii) Supply & Erection of 132kV Single phase current transformer:- The price shall include the cost of supply, erection of a 132kV CT as per technical specification.

2a(iv) Supply and Erection of 132 kV 1600A High level isolator with insulators (Motorised):- The price shall include the cost of Supply and Erection of each 132 kV 1600A, three pole, motor operated high level isolator. The price shall also include the cost of Supply and Erection of interlocking devices with associated switchgear.

2a(v) Supply and Erection of 132 kV 1250A Low level isolator with insulators with earth blade (Motorised):- The price shall include the cost of Supply and Erection of each 132 kV 1250A, three pole, motor operated Low level isolator. The price shall also include the cost of Supply and Erection of interlocking devices with associated switchgear.

2a(vi) Supply and Erection of 132 kV 1250A Low level isolator with insulators without earth blade (Motorised):- The price shall include the cost of Supply and Erection of each 132 kV 1250A, three pole, motor operated Low level isolator. The price shall also include the cost of Supply and Erection of interlocking devices with associated switchgear.

2a(vii) Supply and Erection of 132 kV potential transformer ratio 132/ $\sqrt{3}$ kV/ 110/ $\sqrt{3}$ V/ 110/ $\sqrt{3}$ V/ 110/ $\sqrt{3}$ V.:- The price shall include the cost of Supply and Erection of each 132kV potential transformer conforming to the technical specifications.

2a(viii) Supply and Erection of 132 kV Gapless lightning arrester:- The price shall include the cost of Supply and Erection of a 220 & 132 kV lightning arrester.

2b(i) Supply and Erection of 33kV 1250A 3-phase Vacuum Circuit breaker:- The price shall include Supply and Erection of a 33 kV vacuum circuit breaker of an approved make conforming to the technical specifications. The price shall include Supply and Erection of interlocking devices with other switchgears, testing and commissioning.

2b(ii) & (iii) Supply and Erection of 33kV multicore single phase current transformer (4 core):- The price shall include the cost of supply, erection of a 33kV CT as per technical specification.

(2) b (iv) Supply and Erection of 33kV 1600A High level Isolators with insulators:- The price shall include the cost of Supply and Erection of each 33 kV 1600A, three pole, high level isolator. The price shall also include the cost of Supply and Erection of interlocking devices with associated switchgear.

2b(v) Supply and Erection of 33kV 1250A Low level Isolators with Earthing blade and insulators:- The price shall include the cost of Supply and Erection of each 33 kV 1250A, three pole, low level isolator with earthing blades. The price shall also include the cost of Supply and Erection of interlocking devices with associated switchgear.

2b(vi) Supply and Erection of 33kV 1250A Low level Isolators with insulators:- The price shall include the cost of Supply and Erection of each 33 kV 1250A, three pole, low level isolator. The price shall also include the cost of Supply and Erection of interlocking devices with associated switchgear.

2b(vii) Supply and Erection of 33kV Potential transformer ratio $33/\sqrt{3}$ 3kV/110/ $\sqrt{3}$ V/110/ $\sqrt{3}$ V:- The price shall include the cost of Supply and Erection of each 33kV potential transformer conforming to the technical specifications.

2b(viii) Supply and Erection of 33 kV Gapless lightning arrester:- The price shall include the cost of Supply and Erection of a 33 kV lightning arrester.

2b(x) Supply of SF6 gas cylinder spare (55kg capacity):- The price payable shall be for each cylinder of 55kg SF6 gas of an approved supplier. The price also includes the cost of all equipments for gas filling in SF6 Circuit breakers.

3(i) & (ii) Supply and Erection of 132/33kV Transformer control and relay panel:- The price payable shall be for the Supply and Erection of each duplex type control and relay panel suitable for 132/33 kV power and auto transformer complete with all control switches, meters, indication lamps, annunciators, test lamps, mimic diagram, test terminals, relays, space heaters, terminal blocks, complete internal wiring, door lamps etc and conforming to the specifications.

3(iii) Supply and Erection of 132 kV bus coupler control and relay panel:- The price payable shall be for the Supply and Erection of each duplex type control and relay panel suitable for 132kV bus coupler CB complete with all control switches, meters, indication lamps, annunciators, test lamps, mimic diagram, test terminals, relays, space heaters, terminal blocks, complete internal wiring, door lamps etc and conforming to the specifications.

3(iv) Supply and Erection of 132 kV bus bar protection control and relay panel:- The price payable shall be for the Supply and Erection of each duplex type control and relay panel suitable for 132kV bus bar protection complete with all control switches, meters, indication lamps, annunciators, test lamps, mimic diagram, test terminals, relays, space heaters, terminal blocks, complete internal wiring, door lamps etc and conforming to the

specifications.

3(v) Supply and Erection 132kV line feeder control and relay panel:- The price payable shall be for the Supply and Erection of each duplex type control and relay panel suitable for 132kV line feeder CB complete with all control switches, meters, indication lamps, annunciators, test lamps, mimic diagram, test terminals, relays, space heaters, terminal blocks, complete internal wiring, door lamps etc and conforming to the specifications.

3(vi) Supply of relay testing kit:- The price shall include the Supply of a relay testing kit suitable for testing of different relays including those having directional elements such as over current relays, earth fault relays, distance relays and reverse power relays with simultaneous injection of voltage and current in all three phases. The kit should have input voltage 415v,3-phase, 50 Hz AC.

3(vii) Supply and Erection of Synchronising relay panel:- The price shall include the cost of Supply & Erection of synchronising relay panel.

3(viii) Supply and Erection of 33 kV bus coupler control and relay panel:- The price payable shall be for the Supply and Erection of each duplex type control and relay panel suitable for 33kV bus coupler CB complete with all control switches, meters, indication lamps, annunciators, test lamps, mimic diagram, test terminals, relays, space heaters, terminal blocks, complete internal wiring, door lamps etc and conforming to the specifications.

3(x) Supply and Erection of 33kV line feeder control and relay panel:- The price payable shall be for the Supply and Erection of each duplex type control and relay panel suitable for 33kV line feeder CB complete with all control switches, meters, indication lamps, annunciators, test lamps, mimic diagram, test terminals, relays, space heaters, terminal blocks, complete internal wiring, door lamps etc and conforming to the specifications.

3(ix) Supply and Erection of AC Distribution panel:- The price shall include the Supply and Erection of an AC distribution panel of approved make and conforming to the technical specifications. The price shall also cover the cost of spares as required.

3(xi) Supply and Erection of DC distribution panel:- The price payable shall be for Supply and Erection of a DC distribution panel of approved make and conforming to the technical specifications. The price shall also cover the cost of spares as required.

4(a) Supply and Erection of 220V 300Ah Battery:- The price shall cover the cost of

Supply and Erection of one set of 220V 300Ah lead acid battery together with battery stand, number plates, battery testing kit (hydrometer, thermometer, center zero –3 to +3V voltmeter etc), acid for filling with 20% spare, tool JUSNL, rubber gloves, boots, apron etc. The price shall also include the cost of initial charging, minimum two cycles of discharging and charging (or as recommended by the manufacturer) of the battery and conducting all tests. The price shall also cover the cost of inter- row and inter-tier connectors and terminals.

4(b) Supply and Erection of battery charger for the above battery:- The price shall cover the cost of Supply and Erection of battery charger conforming to the specifications suitable for 220V 300Ah lead acid battery. The charger should be capable of giving boost charge as well as trickle charge and shall have voltmeters, ammeters and protective HRC fuses for both AC and DC circuits.

5. Supply and Erection of 315 kVA 33/0.4kV Station service transformer:- The price shall cover the Supply and Erection of 315 KVA 33/0.4kV star delta oil filled service transformer of approved design and make. The price shall also include oil filtration and testing of oil prior to commissioning. The price also includes the cost of Supply and Erection of separate earthing of neutral points (HV and LV).

6. Supply and Erection of 400V 3 phase 100kVA 50c/s DG set:- The price shall include the cost of Supply and Erection of a 400V 3phase 100kVA DG set of reputed make together with its testing and commissioning. The DG set shall be of self-starting type with separate battery and charger whose price is included in this item. The price shall also include Supply and Erection of automatic change over and starting arrangements with suitable time delays. This arrangement shall also be provided with a manual over ride.

7. PLCC Equipments:-

a) Supply and Erection of a Wave trap:- The price shall include the cost of Supply and Erection of a wave trap suitable for 132kV transmission lines and conforming to the technical specifications.

- b) Supply & Erection of CVT:-** The price shall cover the cost of Supply and Erection of 132kV CVT suitable for coupling for power line communication as well as for metering and indication.
- c) Supply and Erection of PLCC panel:-** The price shall include the cost of Supply and erection of PLCC panel. The price shall also include the cost of Supply and Erection of a 24x8 PABX, 12 nos. telephone instruments and all associated equipments.
- d. (i) Supply and Erection of 48V 300Ah Battery:-** The price shall cover the cost of Supply and Erection of one set of 48V 300Ah lead acid battery together with battery stand, number plates, battery testing kit (hydrometer, thermometer, center zero –3 to +3V voltmeter etc), acid for filling with 20% spare, tool JUSNL, rubber gloves, boots, apron etc. The price shall also include the cost of initial charging, minimum two cycles of discharging and charging (or as recommended by the manufacturer) of the battery and conducting all tests. The price shall also cover the cost of inter- row and inter-tier connectors and terminals.
- ii) Supply and Erection of battery charger for the above battery:-** The price shall cover the cost of Supply and Erection of battery charger conforming to the specifications suitable for 48V 300Ah lead acid battery. The charger should be capable of giving boost charge as well as trickle charge and shall have voltmeters, ammeters and protective HRC fuses for both AC and DC circuits.
- 8. Supply and Erection of 132kV post insulators:-** The price shall cover the Supply and Erection of 132 kV type post insulator conforming to the technical specifications and of approved make. The price shall also include the cost of all fasteners required.
- 9. Supply and Erection of 33kV post insulators:-** The price shall cover the Supply and Erection of 33 kV type post insulator conforming to the technical specifications and of approved make. The price shall also include the cost of all fasteners required.
- 10a. (i) to (vii) Supply and Erection of cables of various sizes:-** The price shall include the cost of Supply and Erection of various copper control and indication cables.

The price shall also include the cost of laying, tagging, dressing, clamping, crimping, ferruling, connection at both ends etc.

10a. (viii). Supply and Erection of coaxial cable for PLCC:- The price shall include the cost of Supply and Erection of coaxial cables for PLCC. The price shall also include the cost of laying, tagging, dressing, clamping, crimping, ferruling, connection at both ends etc.

10b. Supply and Erection of power cables 3 ½ core 25 sq mm :- The price shall include the cost of supply and laying, tagging, dressing, clamping, crimping, ferruling, connection at both ends etc. of armoured PVC insulated 3 ½ core 25sq mm Aluminium power cable of reputed make.

11. Supply fitting and fixing of cable racks:- The price shall include the cost of supply and fixing of galvanized steel racks of approved design inside cable trenches, on walls etc wherever required. The price payable shall be per MT of cable rack as per the weight schedule contained in the approved drawings.

12. Supply and Erection of galvanized steel structures:- The price shall include the Supply and Erection of galvanized steel structures together with required GI fasteners of approved make. The payable weight shall be as calculated on the weight of standard steel sections and incorporated in the respective drawings. No increase in weight due to welding or galvanizing shall be permitted. No reduction in weight due to holes or skew cuts shall be made. The rate per MT is applicable for all supporting steel structures carrying equipments of the switchyard including gantries and towers.

13. Supply and Erection of hardware fittings, clamps and connectors:- The price shall include the Supply and Erection of all hardware fittings, clamps and connectors required for the various buses and equipments. The contractor shall furnish his own schedule of various fittings, connectors and clamps required for completion of the work and indicate the unit prices and quantities thereof in a separate sheet. The total of these prices shall be quoted against this item in the main schedule.

14. Supply and Erection of 11kV disc insulators:- The price shall cover the cost of

Supply and Erection of 11kV 120kN disc insulators of ball and socket type securable with 'W' pins and conforming to specifications.

15. Supply and Erection of ACSR ZEBRA conductor for stringing and jumpering :-

The price payable shall be per meter of single ACSR ZEBRA conductor. The price shall include Supply and Erection of the ZEBRA conductor together with all end fittings and accessories.

16. Supply and Erection of overhead wire for shielding against lightning:-

The price shall include the Supply and Erection of 7/8 SWG galvanized steel wire together with end fittings and lugs as required. The angle of protection shall be 30 degrees.

17. Supply and Erection of earth mat:-

The price shall include the cost of 50x6 mm buried 500mm below ground level or exposed including risers, painting with two coats of red oxide paint and finished with two coats of bituminous paint for buried flats and finished with two coats of aluminium paint for exposed flats. The price shall also include laying, welding, connecting etc. and also include the cost of spikes and GI wires as required for total earthing of the system.

18. Supply and Erection of earth pits:-

The price shall include the Supply and Erection of 4m long 50mm dia GI electrodes. The pipe may be either driven vertically or embedded vertically after excavation. The cost shall include providing a rectangular concrete box of approved design, measuring the earth resistance and painting the earth value on the concrete box in an approved manner.

19. Supply of spares for Operation and Maintenance:-

The tenderers shall propose the various quantities of spares required for 5 years O&M together with unit prices. This shall be an optional item and the order for this shall be placed on the successful tenderer separately as the purchaser deems fit. This item shall be quoted on a separate sheet.

20. Supply and Erection of substation yard lighting and control room wiring and lighting:-

The price shall include the cost of Supply and Erection of various items such as HPSV lamps and fittings, HPMV lamps and fittings, double fluorescent lamps, incandescent lamps, power points, ceiling fans, exhaust fans, cables, flex, all electrical

fittings, poles, etc as required. The tenderer shall furnish separate schedules for various items with unit prices and total prices. The total of this schedule shall be quoted as a lump sum price in the main schedule against this item. Items not covered in this schedule but required for completion of the work shall be supplied and erected at no extra cost to the purchaser. The system shall be so designed as to achieve lux levels as prescribed in CBIP specifications.

21. Supply of tools & plants:- All tools and plants shall be of reputed manufacturers. At least 5 sets of instruction and operational manuals shall be supplied. Sub- item (vii) “Thermal Imaging Camera “ shall be an optional item.

22(i). Supply & Erection of 6” deep-boring with pipes and 7.5 HP motor and pump:- The price shall include supply and installation of deep bore well of 6” diameter together with 7.5HP 3-ph electric motor and pump together with associated pipes, pump house etc for water supply to the GSS.

22(ii). Supply & Erection of 1.5” boring hand pump:- The price shall include Supply and Erection of 1.5” bore hand pump together with cemented base and drainage.

23a. Fire fighting equipments:- The substation shall be equipped with fire fighting equipments for all types of fires and fire hazards. The price shall cover the supply and installation cost of the following equipments:-

i)	CO2 fire extinguisher	5kg	-	5 nos
ii)	DCP fire extinguisher	5kg	-	5 nos
iii)	Fire buckets with stand (sand filled)		-	15 nos
iv)	Trolley mounted CO2 fire extinguisher (22.5kg)		-	4 nos
v)	Trolley mounted DCP fire extinguisher (22.5kg)		-	4 nos

23b. Supply and Installation of Air Conditioning Equipments:-

The price shall include the supply and installation of 1.5 T split type air conditioning equipments. Each 1.5 T unit shall comprise of one indoor cooling unit with remote control facility and one outdoor condensing unit. The price shall also include the supply and installation of one 4 KVA automatic voltage stabilizer for each AC unit. All equipments shall be of the best quality and the brand of AC shall be got approved from the purchaser before supply.

24. CIVIL WORKS:-

- a) **Design and construction of RCC control room:-** The control room building shall be approximately 500sq m in area. The tenderer shall furnish separate schedules for various items of work. Notwithstanding the purchaser's acceptance of the schedule, any item of work not covered by it but essential for the completion of the work to the entire satisfaction of the purchaser shall be carried out at no extra cost. The control room building shall be constructed with mosaic floor, steel doors and windows, glass panels, lavatory collapsible gate/grill etc. The price shall include the cost of detailed designs and drawings.
- b) **Design and construction of 4m wide RCC road:-** The price shall include the cost of design, excavation, sand filling, PCC, RCC etc. and the cost of all materials and their handling. The sub-base shall be of 150mm thick layer of good quality sand topped with 70mm PCC (M15). 150mm thick RCC (M20) shall be laid on top of the PCC. Reinforcement shall not be less than 3.8kg per sq m. The construction shall generally conform to CPWD specifications. The cost of reinforcement shall be excluded from this item but shall be paid under item 24 g (iii)
- c) **Construction of store shed:-** The store shed shall be of 70'x35' size. The tenderer shall furnish detailed schedule for various items of work. The payment shall be made on the area of completed construction. Any item of work not included in the schedule but required for completion shall be carried out at no extra cost to the purchaser.
- d) **Construction of sand pits 15'x10':-** The sand pits shall be brick lined and plastered with 1:4 mortar. The pit shall be 5' deep. The price shall include the cost of construction of the pit with all materials and filling the same with sand of approved quality.
- e) **Expanded metal fencing:-** The fencing shall consist of channel uprights, expanded metal panels and anti-climbing devices. The uprights shall be embedded in suitable concrete foundations. [The cost of concrete shall be paid under item g(i) below]. The uprights shall have suitable cleats/ attachments welded to them for fixing expanded metal panels. The expanded metal panel shall have an angle frame to which the expanded metal shall be welded. The gap between the lower part of the fencing and ground shall be

filled with brick work. The top of the support channel foundations shall be kept in line with the brick work. The top of the fencing shall be provided with suitable anti-climbing devices of barbed wire. The height of the fencing shall be 8' from the foundation top. The fencing shall be provided with two gates 5m width. The entire fencing shall be painted with two coats of red oxide paint and finished with two coats of aluminium paint. The price shall cover the supply, fabrication, erection, painting etc of all materials required to complete the work.

f) Construction of water sump and 5HP pump:- An underground water sump of 100

thick brick wall of size 5mx5mx2m with RCC cover shall be constructed with suitable drain/pipe connections from cable trenches and substation area for collecting the rain water. A 5HP dewatering pump with water level detector that shall automatically start the pump when water level is 1m in the sump shall be provided. The pump should shut off when the tank is empty. The bottom of the tank should have a slope towards the suction end of the pump. The suction pipe end shall be kept immersed in a well of 0.5m x 0.5m x 0.5m size so that the pump does not take in air when the tank is empty. This automatic dewatering scheme shall have a manual override.

g(i) Foundation works:- The price shall include the cost of supply of all materials required for M20 (item a) and M15 (item b) concrete, their handling, mixing, placing, excavation in all type of soil, back filling, disposal of spoils, curing, all shoring/shuttering work, dewatering etc. to complete the work in an approved manner. The cost shall also cover the cost of supply and installation of a railway track of 1684mm gauge with 52kg/m rails and embedded in concrete on the plinth for the 132/33kV 20MVA power transformer. The price shall not include the cost of reinforcement as the same shall be paid for under item g(iii) below. The cost of concrete boxes for earthing stations shall not be paid under his item.

g(ii) Cable trenches of brick masonry:- The cable trenches shall be made of brick masonry work of 100mm thick wall with inside width as 800mm and depth as 1000mm. The inside of the walls shall be finished neatly with 1:3 cement mortar. The cable trench covers shall be made of 50mm thick RCC slab of approx 1000mm square. The covers shall be of notched construction so that they fit flush with the trench top and do not slide laterally. The covers shall be provided with suitable lifting arrangements.

g(iii) Supply and placement of Reinforcement steel :- The price shall include the cost of reinforcement steel, its handling, cutting, bending, binding with G.I. wire/ welding and placement wherever required.

h) Room for DG set:- The room shall be 10'x10' made of bricks with proper ventilation. Its foundation shall be separate from the control room foundation. The roof shall be of RCC with suitable slope. The price shall cover the cost of all materials, their handling, labour and finishing the brick work with 1:3 cement mortar.

i) Transformer oil soak pits:- These shall conform to relevant CIBP standards.

j) Land development, land grading etc:- The price shall quoted as a lump sum amount for all earth work required to create a land surface that is plain and level. The price include all earth work and drains. The finished land shall be at least 30 cm above the surrounding land for proper drainage. The price shall not include extra earth required to be brought in from borrow pits.

k. Spreading of gravel in switch yard :- The price shall include the cost of supply and spreading of good quality 25mm gravel of approved quality. The gravel shall be spread in the switchyard area with thickness of 100mm. The price shall also include the cost of the antiweed treatment of the switchyard .

l. Earth filling from borrow pits:- The price shall include locating borrow pits, purchase/ lease of land and bringing good quality moorum earth in sufficient quality including all lift and lead to the substation area, spreading the same and consolidation in a manner approved by the purchaser.

25. Prototype testing of 50 MVA 132/33 kV Power Transformer

The price shall include the cost of design, manufacturing , transportation to Govt. laboratory, proto type, testing, transporting back to manufacturer's works furnishing successful test results and all incidental cost of testing of a 50 MVA 132/33 kV Power Transformer. This item will be OPTIONAL.

OFFER LETTER

From:

To,

THE JHARKHAND URJA SANCHARAN NIGAM LIMITED
Acting through the Chief Engineer (Transmission)
Engineering Building ,
Dhurwa, Ranchi – 834 004

Dear Sir,

Sub:

I/ we the undersigned hereby offer to execute the works relating to design, manufacture, supply, erection, testing and commissioning of the subject work mentioned in the Tender paper. Completion within a period of 18 months from the date of issue of letter of intent/ letter of Acceptance of Tender and in strict compliance with the provisions detailed in the Tender Papers appended here to including Instructions to Tenderers and conditions of Tendering. Conditions of contract and specifications as included therein and as modified by this Tender at such rates as are specified in schedules appended here to. The summary of prices is attached in Packet “B”.

2. I/We agree that this Tender shall not be restricted or with drawn and shall remain open for acceptance for and during the period of 180 days from the date fixed for opening the same.

3. I/We have read each and every page of the Tender paper and I/We fully understand the Terms, Conditions and other provisions as contained in the Tender papers and I/We agree that the same shall apply to my/our Tender as modified by my/our offer and I/we shall be bound by it.

4. I/ we have deposited earnest money of Rs. 70.00 Lacs by Bank Guarantee/ DD in favour of Accounts Officer, Jharkhand Urja Sancharan Nigam Limited, Ranchi.

The full value of Earnest Money shall stand forfeited without prejudice to other rights and remedies, if .

- a) I/We do not execute the Contract documents within 15 days of receipt of notice by the JUSNL that such documents are ready or
- b) I/We do not commence work within 10 days of receipt of the instruction to that effect.

Seal of the Tenderer
faithfully

Yours

Signature of the Tenderer/s

Place _____
Dated, the

Witnessed by : -

1. Signature
Name in Block Capital
Address

2. Signature
Name in Block Capital
Address

* Tenderer's full name and address.

Summary of prices of GSS

S. No.	Reference to schedule	Total cost In figures	In words
1	Schedule A		

The price should be quoted inclusive of Sales Tax, Excise Duty levies & octroi etc.

**PRICE SCHEDULE FOR MATERIALS & EQUIPMENTS & TESTING, COMMISSIONING
SCHEDULE OF QUANTITIES & PRICES.**

Design, Engineering, Supply, Erection, Testing and commissioning of 132/33 kV 2x50 MVA Grid Sub-Station including construction of Control Room Building & approach road other civil works at Saria.

Item No.	Brief description of work	Unit	Qty.	Unit Rate (In Figs.)			Total item cost		
				Supply	Erection	Total	Supply	Erection	Total
1	2	3	4	5	6	7 = (5+6)	8 = (4*5)	9 = (4*6)	10=(4*7)
a	50 MVA, 132/33/11 kV, Three phase Transformer With 10% Extra OIL	Nos	2						
b	315 KVA 33/0.433 kV Station Transformer completely filled with transformer oil.	Nos	2						
B	132 Kv Bays								
B-1	Circuit Breaker								
	3150 A, 40KA, SF6 CB with Support Structure	Nos	7						
B-2	Current Transformer								
	132kV CTs 1 Ph 600-300- 150/1A, 5core 120% thermal rating, 31.5KA	Nos	21						
B-3	Isolators								
a	Isolator without E/S, 3 Ph, 1250 A 31.5 KA Motorised Double Break	Set	23						
b	Isolator with one E/S, 3 ph, 1600 A 31.5 KA Motorised Double Break	Set	2						

Item No.	Brief description of work	Unit	Qty.	Unit Rate (In Figs.)			Total item cost		
				Supply	Erection	Total	Supply	Erection	Total
1	2	3	4	5	6	7 = (5+6)	8 = (4*5)	9 = (4*6)	10=(4*7)
c	132KV,4400pF,10KA 3-winding, Single Phase Feeder CVT.	Nos	18						
d	132 KV,3-winding, Single Phase Potential Transformer.	Nos	6						
B-4	120 KV LA(1Ph), 10 KA	Nos	21						
B-5	132 KV BPI (4KN)	Nos	60						
B-6	PLCC								
a	132 KV Wave Trap, 0.5mH, 1600 A	Nos	8						
b	HF Cable	Km	3						
c	132 KV Coupling Device(CVT)	Nos	8						
d	Carrier Equipment (speech + protection and speech + data	Nos	8						
e	EPA x (24/8) with Telephone, cable etc.	Set	1						
B-7	Erection Hardware (Insulator stringing and hardware, conductor / Bus Bar Materials, CT/CVT JB, BMK, Equipmentsd connectors, cable tray, Buried cable, Trench and other miscellaneous items								
a	132KV Line Feeder Bay	Set	4						
b	132/33 KV Transfer Bay.	Set	2						

Item No.	Brief description of work	Unit	Qty.	Unit Rate (In Figs.)			Total item cost		
				Supply	Erection	Total	Supply	Erection	Total
1	2	3	4	5	6	7 = (5+6)	8 = (4*5)	9 = (4*6)	10=(4*7)
c	132KV TBC Bay	Set	1						
B-8	Control & Relay panels								
a	132 KV Line C & R Panel with numerical distance protection and ABT competible energy meter	Nos	4						
b	132 /33KV Trafo C & R Panel (without reclose) with numerical distance protection and ABT competible energy meter	Nos	2						
c	132 KV TBC C & R Panel (without reclose)	Nos	1						
C	33 KV Bays								
C-1	Circuit Breaker								
	VCB with Support Structure, 3 phase as per specification	Nos	11						
C-2	Current Transformer								
	1 Phase 1200-600-300/1A, 5 core 120% Thermal rating, 31.5 KA	Nos	33						
C-3	Isolators								
a	33 KV Isolator, 1250 A, 31.5 KA without Earth Switch, (Double Break Motorised)	Nos	30						

Item No.	Brief description of work	Unit	Qty.	Unit Rate (In Figs.)			Total item cost		
				Supply	Erection	Total	Supply	Erection	Total
1	2	3	4	5	6	7 = (5+6)	8 = (4*5)	9 = (4*6)	10=(4*7)
b	33 KV Isolator, 1250 A, 31.5 KA with one Earth Switch, (Double Break Motorised)	Nos	8						
c	33 KV Isolator, 1250 A, 31.5 KA without Earth Switch, (Double Break Manual)	Nos	3						
C-4	30 KV LA, 10 KA, 1 Ph	Nos	33						
C-5	33 KV BPI, 2 KN	Nos	65						
C-6	Erection Hardware (Insulator stringing and hardware, conductor / Bus Bar Materials, CT/CVT JB, BMK, Equipments connectors, cable tray, Buried cable, Trench and other miscellaneous items								
a	33kV Line Feeder & Transfer Bay	Set	11						
b	33kV TBC Bay	Set	1						
C-7	Control & Relay panels								
c	33 KV Line C & R panel with necessary relay and ABT compatible energy meter	Nos	10						
d	33 KV TBC C & R panel (with auto reclose) with ABT energy meter.	Nos	1						

Item No.	Brief description of work	Unit	Qty.	Unit Rate (In Figs.)			Total item cost		
				Supply	Erection	Total	Supply	Erection	Total
1	2	3	4	5	6	7 = (5+6)	8 = (4*5)	9 = (4*6)	10=(4*7)
C-8	33 KV Bus PT	Nos	6						
C-9	33 KV Horn Gap Fuse (1 - Ph)	Nos	6						
D-1	LT SWITCHGEAR,BATTERIES,BATTERY CHARGER,DG SET AND AIR CONDITION								
a	415 V Main switchboard	Set	1						
b	415V ACDB	Set	1						
c	415V MLDB	Set	1						
d	415V Emergency LDB	Set	1						
e	250V DCDB	Set	1						
f	48V DCDB	Set	1						
D-2	BATTERIES								
a	220Volt 300AH	Set	1						
b	48Volt 300 AH	Set	1						
D-3	BATTERY CHARGER								
a	250 Volt, 60A Dual Float Cum Boost Charger.	Set	1						
b	48Volt, 60A Dual Float Cum Boost Charger.	Set	1						
D-4	Diesel Generator Set								
	Diesel Generator Set along with control panel (100 KVA)	Set	1						

Item No.	Brief description of work	Unit	Qty.	Unit Rate (In Figs.)			Total item cost		
				Supply	Erection	Total	Supply	Erection	Total
1	2	3	4	5	6	7 = (5+6)	8 = (4*5)	9 = (4*6)	10=(4*7)
D-5	Air conditioners								
	High wall type split Air conditioners Units of 2 TR capacity	Nos	10						
E	ILLUMINATION SYSTEM								
E-1	Control Room Building								
1	Lighting								
a	Lighting Panel (Indoor) Type AC.	Nos	15						
b	Lighting Panel (Indoor) Type DC.	Nos	5						
E-2	Lighting fixtures and receptacles (including accessories/ materials etc. as per requirement like junction box cable/wires, flexible conduit (if required from junction box to lighting fixture, mounting arrangements)	Lot							
a	5/15 A, 240V- 6 Pin Type Indoor Receptacle with 2-pole MCB.	Nos	10						
b	5/15 A, 240V-6 Pin Type outdoor Receptacle with 2-pole MCB.(Including Wither Protected Box).	Nos	5						

Item No.	Brief description of work	Unit	Qty.	Unit Rate (In Figs.)			Total item cost		
				Supply	Erection	Total	Supply	Erection	Total
1	2	3	4	5	6	7 = (5+6)	8 = (4*5)	9 = (4*6)	10=(4*7)
c	63 A, 240 V Interlocked switch socket outdoor Receptacle.	Nos	5						
E-3	Switch boards								
a	Modular switchboard with 4 nos 5 Amp Switches and 1 no 5/15 6-Pin Amp Receptacle.	Nos	10						
b	Modular switchboard with 6 nos 5 Amp Switches	Nos	10						
c	Modular switchboard with 2 nos 5 Amp Switches	Nos	10						
d	Modular switchboard with 6 nos 32 Amp MCB	Nos	5						
e	Modular switchboard with 1 nos 32 Amp MCB	Nos	5						
E-4	Ceiling Fans								
a	1400mm sweep with electronic step regulator .	Nos	10						
b	Exhaust Fans	Nos	5						
c	Wall mounted fans 400 mm sweep	Nos	10						
F	Outdoor Lighting (Switchyard and street lighting)								
F-1	Lighting Panel								
	Out Door Type Lighting	Nos	5						

Item No.	Brief description of work	Unit	Qty.	Unit Rate (In Figs.)			Total item cost		
				Supply	Erection	Total	Supply	Erection	Total
1	2	3	4	5	6	7 = (5+6)	8 = (4*5)	9 = (4*6)	10=(4*7)
	panel.								
F-2	Lighting fixtures and receptacles including junction box. Lighting wires & flexible conduit (if required) from junction box to lighting fixture mounting arrangement and other accessories/materials etc as required for complete installation and commission								
	Lighting fixture .	Nos	50						
F-3	Lighting Poles								
	Street Lighting Poles including light fittings and junction box. .	Nos	50						
G	CABLES along with associated accessories like clamps, glands, lugs and straight joints etc.								
G-1	Power Cable (XLPE) 1.1 KV								
a	3.5C x 150 sq mm	KM	2						
b	3.5C x 95 sq mm	KM	1						
c	1C x 150 sq mm	KM	1						
G-2	Power Cable (PVC) 1.1 kV								
a	3.5 x 35 sq mm	KM	3						
b	4C x 16 sq mm	KM	1						

Item No.	Brief description of work	Unit	Qty.	Unit Rate (In Figs.)			Total item cost		
				Supply	Erection	Total	Supply	Erection	Total
1	2	3	4	5	6	7 = (5+6)	8 = (4*5)	9 = (4*6)	10=(4*7)
c	4C x 6 sq mm	KM	2						
d	2C x 6 sq mm	KM	2						
G-3	Control Cables (PVC) 1.1 kV								
a	2C x 2.5 sq mm	KM	3						
b	3C x 2.5 sq mm	KM	2						
c	5C x 2.5 sq mm	KM	6						
d	7C x 2.5 sq mm	KM	3						
e	10C x 2.5 sq mm	KM	3						
f	14C x 2.5 sq mm	KM	4						
g	19C x 2.5 sq mm	KM	4						
H	40 mm MS rod for Main Earthmat	KM	5						
I	Treated Earthpit	No.	60						
J	Steel Structures								
a	Galvanized Gantry structures & Equipment Support Structure for 132 kV & 33kV	MT	100						
b	Galvanized Nuts & Bolts for 220kV, 132 kV & 33 kV	MT	55						
K	SCADA FOR 132KV AND 33KV SWITCHYARD.								

Item No.	Brief description of work	Unit	Qty.	Unit Rate (In Figs.)			Total item cost		
				Supply	Erection	Total	Supply	Erection	Total
1	2	3	4	5	6	7 = (5+6)	8 = (4*5)	9 = (4*6)	10=(4*7)
	Total Price for provision of SCADA System for 132KV and 33KV Switchyard as per Specification and Drawing Including RTU, Computers in Control ROOM, Office & Engineers ROOM	LOT	1						
L	MANDATORY SPARES TOOLS AS PER FOLLOWING LIST.								
a	132/33/11 kV, 50MVA Transformer	Lot	1						
b	132 kV CB	Lot	1						
c	33 KV VCB	Lot	1						
d	132 kV Isolator	Lot	1						
e	33 kV Isolator	Lot	1						
f	132 kV CT, 600A, 120% extended current rating	Nos	6						
g	33 kV CT, 1200A, 120% extended current rating	Nos	12						
h	132 kV CVT, 4400 pF & 132 kV Potential Transformer	Nos	3						
i	33kV PT	Nos	3						
j	120 kV Surge Arrester	Nos	6						
k	30 kV Surge Arrester	Nos	6						
l	C&R panels	Lot	1						

Item No.	Brief description of work	Unit	Qty.	Unit Rate (In Figs.)			Total item cost		
				Supply	Erection	Total	Supply	Erection	Total
1	2	3	4	5	6	7 = (5+6)	8 = (4*5)	9 = (4*6)	10=(4*7)
m	PLCC	Lot	1						
n	LT Transformer 315 KVA	Lot	1						
o	LT Switchgear	Lot	1						
p	Batteries (250 V & 48 V)	Lot	1						
q	Batteries charger (250 V & 48 V)	Lot	1						
r	DG Set(100KVA)	Lot	1						
s	Erection Hardware	Lot	1						
M	Maintenance & Testing equipments for CB and transformer comprising of the following eqpts								
a	BDV Test Kit	Nos	1						
b	Megger 5 kV	Nos	1						
c	Digital multimeter	Nos	1						
d	Oil Sampling Bottle	Nos	5						
e	Portable SF6 gas refilling device	Nos	1						
f	Transformer turns ratio meter	Nos	1						
g	Transformer Oil filtration plant (4KL per hour capacity)	Nos	1						
h	Circuit Breaker Test Kit	Nos	1						
i	Primary current injection kit	Nos	1						
j	Relay operation timer	Nos	1						
k	Selective Level meter	Nos	1						

Item No.	Brief description of work	Unit	Qty.	Unit Rate (In Figs.)			Total item cost		
				Supply	Erection	Total	Supply	Erection	Total
1	2	3	4	5	6	7 = (5+6)	8 = (4*5)	9 = (4*6)	10=(4*7)
l	Selective Level generator.	Nos	1						
m	D-spanner set, Ring spanner set, Box spanner set, Pliers Set, Slide Wrench Set, Pipe wrench set, Variable torque spanner set, screw driver set.	Set	2						
n	Nylon Rope 1", 1.5" each 300Meter	Set	1						
o	Max pulley-5MT, Chain pully block- 5MT, Single Pulley 2.5MT-10 No., Double pulley 2.5MT -5No.	Set	1						
p	Discharge Rods	Nos	10						
q	Self supported aluminium ladder	Nos	2						
r	Tripod/Derek	Nos	4						
N	Fire Protection system								
a	Wheel/trolley mounted fire extinguishers								
b	22.5kg DCP Type	Nos	8						
c	22.5 KG CO2 Type	Nos	8						
d	Portable fire extinguishers								
e	4.5 kg DCP Type	Nos	12						
f	4.5 kg Co type	Nos	20						

Item No.	Brief description of work	Unit	Qty.	Unit Rate (In Figs.)			Total item cost		
				Supply	Erection	Total	Supply	Erection	Total
1	2	3	4	5	6	7 = (5+6)	8 = (4*5)	9 = (4*6)	10=(4*7)
O	Civil Works For Control Room Building, Parking Shed Etc (Excluding Switchyard Equipment foundation)								
a	Design & Construction of RCC control room as per Approved Drawing & design with details	M2	600						
b	Design & Construction of RCC approach road & road in switch yard as per Approved Drawing & design.	M2	9800						
c	Design & construction of Security room as per approved drawing and design with details		1						
d	Water supply and sanitary system		1						
e	Approach Road from main road to entry of GSS		1						
f	Construction of one store shed of 60'x30' as per Approved Drawing. 2' Thick	Sq.ft	1800						
g	Construction of sand Pits 15'x10 size with sand	No	4						
h	Expanded metal fencing of switch yard of 8 feet height	M	1200						

Item No.	Brief description of work	Unit	Qty.	Unit Rate (In Figs.)			Total item cost		
				Supply	Erection	Total	Supply	Erection	Total
1	2	3	4	5	6	7 = (5+6)	8 = (4*5)	9 = (4*6)	10=(4*7)
	should be provided with requisite brick works & necessary earthing								
i	Construction of water sump and supply and installation of 7.5 HP dewatering pump (furnish separate schedule with details)	No.	1						
j	6" deep boring(500 ft) with pipe , pumps and connection including pump house	No.	2						
k	All foundation works for equipments & sub-station structures M-20 grade	M3	4281						
l	Cable trench work in brick masonry	M	3968						
m	Supply and placement of Reinforcement steel	MT	115						
n	Room for DG Set	No.	1						
o	Transformer oil soak pits as per CBIP	No.	2						
p	Spreading of gravel in switch yard	M2	12000						
q	Earthing filling from borrow pits	M3	65000						
r	Soil Investigation	No.	4						

Item No.	Brief description of work	Unit	Qty.	Unit Rate (In Figs.)			Total item cost		
				Supply	Erection	Total	Supply	Erection	Total
1	2	3	4	5	6	7 = (5+6)	8 = (4*5)	9 = (4*6)	10=(4*7)
s	Land Development , levelling & Dressing	Lot	1						
TOTAL COST									
	ADD: Additional Taxes and Duties:								
	Service Tax @ 12.36% including Cess on Total erection Portion (as applicable)								
	GRAND TOTAL:								

FORMAT – EMD

FORM FOR EARNEST MONEY DEPOSIT

(To be issued by Nationalized Banks)

To,

Accounts Officer, JUSNL
Engineering Building,
HEC, Dhurwa, Ranchi

Whereas(Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated.....(date) for the construction / supply

of.....(name of contract) (hereinafter called “the Bid”) against NIT No/PR/JUSNL/2014-15

Know all People by these presents that We.....(name of the Bank) of(name of country) having our registered office at(hereinafter called “the Bank”) are bound unto.....Accounts Officer, JUSNL, Ranchi (hereinafter called “the purchaser) the sum of Rs.....* for which well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

Sealed with the Common Seal of the said Bank thisday of20...

The Conditions of this obligation are :

1. If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Bid,

Or

2. If the Bidder having been notified of the acceptance of his Bid by the Purchaser the period of Bid validity,
 - a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required,

or

b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders,

or

c) does not accept the correction of the Bid Price pursuant to relevant clause of the bid.

We undertake to pay the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date** months after the deadline for submission of Bids as such deadline is stated in the instruction to Bidders or as it may be executed by the Purchaser, notice of which extension(s) to the Bank not later than the above date.

We,bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the JUSNL in writing.

Date theday of20

ForBank

Signature of the

Bank.....

Witness.....Seal.....

(Signature, name and address).....
.....
.....

- * The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in relevant clause of the Bidding Document.
- **Months after the end of the validity period of the Bid. Date should mentioned by the Purchaser in relevant clauses of the Bidding Document.

**FOR SECURITY DEPOSIT” / “PERFORMANCE GUARNATEE”/ CONTRACT
GUARANTEE.**

FORM OF GUARANTEE BOND

(To be issued by nationalized Banks)

This deed of Guarantee is made this
days ofbetween
(Name of the bank and its.
.....

Constitution with detailed address including its head office) (hereinafter called the Bank “ which expression shall, where the context so admits include its successor and permitted assign) of the one part and the Jharkhand Urja Sancharan Nigam Limited being the JUSNL constituted under Section-5 read with Section –12 of the Electricity (supply) Act., 1948 (Act No. LIV of 1948) having its head office at Engineering Building , Dhurwa, Ranchi – 834 004 (hereinafter called “the Nigam” which expression shall, where the context so admits include its successor and permitted assign) of the other part.

1. Whereas(name of the contractor or supplier if a Co.) being a company registered under the Indian Companies Act having its registered office at(name of the contractor’s) or supplier (s), if a partnership firm).....bearing registration no. of the yearwith the registrar of firms atand having its registered office at(Name of contractor or supplier if individualfather’s name.....and having his principal place of business at(hereinafter called “The said contractor (s)/the said supplier(s) entered into an agreement No.....datedfor the JUSNL (hereinafter called” he said purchase order” work order”.

2. Whereas, in accordance with clause.....of the said agreement/ the said purchase order, the JUSNL has agreed to make a payment to the said contractor(s)/ said supplier (s) of Rs.being cost of equipment/project topercent of value of contract under the said agreement/ the said purchase order on presentation by the said contractors(s)/ the said supplier (s) of the Bank Guarantee duly approved by the JUSNL for Rs.(Rs.....) only being.....percent of the value of the contract,

AND WHERE AS , in accordance with clause..... Of the said agreement/ the said purchase order, the Bank has at the request of the said contractor (s) / the said supplier (s) agreed to give their guarantee and the JUSNL has agreed to accept the said Bank Guarantee for the aforesaid sum.

NOW THESE PRESENT WITNESETH AS FOLLOWS : In consideration of the JUSNL having agreed to make a payment to the said contractor(s)/ the said supplier(s) of Rs.as per terms and conditions mentioned in the said agreement/ the tems and conditions mentioned in the said agreement/ the said purchase order, on presentation of Bank guarantee for Rs.(Rupees.....) only, weBank Limited do hereby undertake to pay to he JUSNL an amount not exceeding s.against any damage or non-payment orsuffered or would be caused to be suffered by the

.....reason of any breach by the said contractor(s) / supplier(s) of the terms and conditions contained in the said agreement / the said purchase order.

3. Webank do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand, from the JUSNL stating that amount claimed is due to way of loss or damage caused to or would be closed to or suffered by the JUSNL stating by reason of any breach of the said contractor(s) / the said supplier (s) of any of the terms and condition contained in the said agreement/ the said purchase order or by reason of the said contractor’s (s) the said supplier’s failure to perform the said agreement/ the said purchase work order. Any such demand on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs.

4. We,Bank further agree that the guarantee herein contained remain in full force and effect during the period that would be taken for the performance of the said agreement/ the said purchase order/ work order and that it shall continue to be enforceable till all the dues of the JUSNL under or by virtue of the said agreement the said purchase order/ work order has been fully paid and its claims satisfied or discharged or till the JUSNL certifies that the terms and conditions of the said agreement / the said purchase order/ work order are fully and properly carried out by the said contractor(s) the said supplier (s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or beforewe shall be discharged from all liability under this guarantee thereafter.

5. We,Bank further agree with JUSNL that the JUSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement / the aid purchase order / work order or to extent time of performance by the said contractor (s) the said supplier (s) from time to time or to postpone for any time or from time to time, any or the powers exercisable by the JUSNL against the said contractor (s) the said supplier (s) the said supplier (s) and to forbear or enforce any of the terms and conditions relating to the said agreement/ the said purchase order / work order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) the said supplier (s) or for any forbearance act of commission on the part of the JUSNL or any indulgence by the JUSNL to the said contractor (s) the said purchase order / work order or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. We,Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the JUSNL in writing.

Date the.....day of19

ForBank

CONTRACT FORM FOR AGREEMENT

This contract made thisonly ofof Two Thousand
 between the Jharkhand Urja Sancharan Nigam Limited, constituted under
 Section 5 of the Electricity (Supply) Act., 1948 (herein after referred to as “the JUSNL”) on
 the one part and Sriin his own behalf and on behalf of other member of the
 Joint family/proprietor of the firm S/O. Sri..... by
 religion.....P.O.....P.S.....District.....(in the
 State of) P.S.....District..... or
as partnership firm/Joint stock company duly
 registered under the Indian partnership Act. 1932/Indian company Act., 1913/1956 bearing
 registration No. with the Registrar of Firms/Registrar of Joint Stock companies at
acting through its.....namely
 Sri.....S/O.....permanent resident of
 village/Town.....P.O.....P.S.....
District.....in the State of
at present residing at
 Village/Town.....P.O.
P.S.....District.....
 (hereinafter referred to as the “contractor/Supplier”, which expression, shall unless excluded
 by or repugnant to the context, including his heirs, legal representatives, successors,
 executors, administrators and permitted assigns on the other part.

Where as the JUSNL agrees to award the complete work of
 Materials and the Supplier / Contractor has agreed to execute the said work in accordance
 with Jharkhand Urja Sancharan Nigam Limited’s notice inviting Tender No. general
 conditions of tenders and the bill of quantity and Contractor/ Supplier proposal No.
datedand
on the following terms and conditions.

i) The contractor/ supplier agrees to execute the above work and deliver the above said
 materials conformity with the provisions of the general conditions of NIT and other
 documents referred to above which forms a part of this contract within.....months
 from execution of this contract.

ii) The JUSNL hereby agrees to pay to the Contractor/Supplier on due performance of the contract, price of Rs.from the JUSNL's fund in the manner and in accordance with terms specified in the NIT as also in the P.O./WO No.....datedto be issued.

iii) Other conditions, if any, to be mentioned.

In witness whereof the said Parties hereto have hereunto set and subscribed their respective hand and seal the day and year first above written.

I signed by/ or on behalf of the contractor/supplierAuthorised by the Contractor/ supplier under deed ofdated(Strike off the works not needed. Where the signature is made under authorization made by a deed resolution, the consumer should furnish an attested copy of such deed. Resolution).

Signature on behalf of the JUSNL

Signature of the behalf of the Supplier/ Contractor
Supplier/Contractor
(Seal of the Contractor/ Supplier

1. Witness

2. Witness

1. Witness

2. Witness .

STANDING INDEMNITY BOND FOR 'PAYMENTS OF MATERIALS'

(stamp value of Rs. 100/-only)

We, M/s _____ hereby undertake that we held at our stores depots at _____ for and on behalf of the Jharkhand Urja Sancharan Nigam Limited acting in the premises through the Chief Engineer (Transmission _____ JUSNL _____ hereinafter referred to as "the Purchaser") all materials for which 'Payment of Materials ' payments have been made to us against the contract for Design, Engineering, Supply, Erection, Testing & Commissioning of 132/33 KV Grid Sub-Station at Saria on the JUSNL also referred to as vide Letter of Acceptance of Tender No. _____ dated _____ and materials handed over to us by the Purchaser for the purpose of execution of the said contract, until such time the materials are duly erected for otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the purchaser, or as he may direct otherwise and shall indemnify the purchaser against any loss, damage, or deterioration whatsoever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the Chief Engineer (Transmission) , in charge of the Jharkhand State Electricity JUSNL or his successor (whose address will be intimated in due course.

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due, the purchaser shall be entitled to recover from us the full cost as per prices included in Schedule rate to the Contract (As applicable) and in respect of other materials as indicated in loss or damage, if any, alongwith the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter become due to us under the said or any other Contract.

Dated this _____ day of _____ 200

(for and on behalf of)

M/s _____ (Contractor)

Signature of Witness :

Name of witness IN BLOCK LETTER

ADDRESS

FORM OF POWER OF ATTORNEY FOR JOINT VENTURE

(On Non-judicial Stamp Paper of appropriate value to be purchased in the name of Joint Venture

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder _____ have formed a Joint Venture under the laws of _____ and having our Registered Office(s)/ Head Office(s) at _____ (hereinafter called the Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s _____ being the Partner in-charge do hereby constitute, nominate and appoint M/s. _____ a Company incorporated under the laws of _____ and having its Registered /Head Office at _____ as our duly constituted lawful Attorney (hereinafter called "Attorney "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for ad on behalf of the joint Venture in regard to Sub-Station/associated line Package for _____ (Specification No. :) _____ of Jharkhand Urja Sancharan Nigam Limited having its Registered Office at Engineering Building, H.E.C. Dhurwa, Ranchi – 834 004 Jharkhand (hereinafter called the "Employer") and the bids for which have been invited by the Employer, to undertake the following acts :

- i) To submit proposal and participate in the aforesaid Bid Specification of the Owner on behalf of the "Joint Venture".
- ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Joint Venture". \
- iii) To do any other act or submit any documents related to the above.
- iv) To receive, accept and execute the Contact for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portion of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/ Authorised Representative/ Partner In-charge quotes in the bid, negotiates and signs the Contract with the Employer and /or proposes to act on behalf of

the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Ventures as if done by itself.

IN WITNESS THEREOF the Partners constituting the Joint Venture as aforesaid have executed these presents on this _____ day of _____ under the Common Seal(s) of their Companies.

For and on behalf of the Partners of Joint Ventures

The Common Seal of the above Partners of the Joint Venture :

The Common Seal has been affixed there into in the presence of :

WITNESS:

1. Signature _____
Name _____
Designation _____
Occupation _____

2. Signature _____
Name _____
Designation _____
Occupation _____

FORM OF JOINT VENTURE AGREEMENT

**(On Non-judicial Stamp Paper of appropriate value
to be purchased in the name of Joint Venture**

PROFORMA OF JOINT VENTURE AGREEMENT BETWEEN
_____ AND _____ FOR BID
SPECIFICATION NO. _____ OF Jharkhand Urja Sancharan Nigam Limited.

THIS joint venture agreement executed on this _____ day of
_____ Two thousand and _____ between M/s.
_____ a company incorporated under the laws of
_____ (hereinafter called the "Lead Partner" which expression
shall include its successors, executors and permitted assigns), M/s.
_____ a company incorporated under the laws of
_____ and having its registered
office at _____ (hereinafter called the "Partner" which
expression shall include its successors, executors and permitted assigns) and M/s.
_____ a company incorporated under the laws of
_____ and having its office at _____
(hereinafter called the "Partner" which expression shall include its successors, executors and
permitted assigns) for the purpose of making bid and entering into a contract (in of award) for
Construction of Sub-Station/associated line Package for _____
(Specification No. : _____) of Jharkhand Urja Sancharan Nigam
Limited having its Registered Office at Engineering Building, H.E.C. Dhurwa, Ranchi – 834
004 Jharkhand (hereinafter called the "Employer").

WHEREAS the Employer invited bids as per the above mentioned Specification for the
design, manufacturer, supply, erection, testing and commissioning of Equipment/ materials
stipulated in the bidding documents under subject Package which is sub-Station/ associated
line _____ Package _____ for
_____ (Specification No.:
_____).

AND WHEREAS (Qualifying Requirements of the Bidder), page no. 5 para 12 forming part
of the bidding documents, stipulates that a Joint Ventures are acceptable up to two firms only
and both the firms should jointly qualify of two or more qualified firms as partners, meeting
the requirement of para 12 page no. 5, as applicable may bid, provided the Joint Venture
fulfills all other requirements of NIT in such a case, the Bid shall be signed by all the partners

so as to legally bind all the partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that the Joint agreement shall be attached to the bid and the Contact performance Guarantee will be as per the format enclosed with the bidding documents without any restriction or liability for either for party.

AND WHEREAS the bid has been submitted to the Employer vide NIT No. _____ by Lead Partner based on the Joint Venture agreement between all the partners under these presents and the bid in accordance with the requirements of (Qualifying Requirements of the Bidder as per NIT), has been signed by all the partners.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Partners to this Joint Venture do hereby now agree as follows:

1. In consideration of the award of the Contract by the Employer to the Joint Venture partners, we, the partners to the Joint Venture agreement do hereby agree that M/s. _____ shall act as Lead Partner and further declare and confirm that we shall jointly and severally be bound into the Employer for the successful performance of the Contract and shall be fully responsible for the successful performance of the Contract and successful performance of the equipment in accordance with the Contract.
2. In case of any breach of the said Contract by the Lead partner or other Partner(s) of the Joint Venture agreement, the Partner(s) do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performance guaranteed as per the specification in terms of the Contract, the Partner(s) of these presents, undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demure. It shall not be necessary or obligatory for the Employer to proceed against lead Partner to these present before proceeding against or dealing with the other Partner(s).

4. The financial liability of the Partners of this Joint Venture agreement to the Employer, with respect to any of the claims arising out of the performance of non-performance of the obligations set forth in the said Joint Venture agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the partners of the Joint Venture agreement.
5. It is expressly understood and agreed between the Partners to this Joint Venture agreement that the responsibilities and obligation of each of partners shall be as delineated in Appendix-I (**to be incorporated suitably by the Partners*) to this agreement. It is further agreed by the partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Partners under this Contract.
6. This Joint Venture agreement shall be construed and interpreted in accordance with the laws of India and the courts of Ranchi, Jharkhand shall have the exclusive jurisdiction in all matters arising thereunder.
7. In case of an award of a Contact, We the Partners to the Joint Venture agreement do hereby agree that we shall be jointly and severally responsible for furnishing a Contact Performance Security from a bank in favour of the Employer in the forms acceptable to purchaser for value of five(5%) of the Contract Price in the currency / currencies of the Contract.
8. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the contact, and shall continue to be enforceable till employer discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Partners to the Joint Venture agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

1. Common Seal of _____ For Lead Partner
has been affixed in my/our presence
pursuant to the JUSNL of Director's _____ (Signature of authorized
resolution dated _____ representative

Name _____

Signature _____

Designation _____

Name _____

Common Seal of the company

Designation _____

2. Common Seal of _____

For other Partners

Has been affixed in my/our presence
pursuant to the JUSNL of Director's
resolution dated _____

(Signature of authorized
representative)

Name _____

Signature _____ Designation _____

Name _____
company

Common Seal of the

Designation _____

WITNESS:

1. _____

2. -

(Signature)

(Signature)

Name _____ Name _____

(Official address)

(Official address)