

PFC CONSULTING LIMITED

On Behalf of

KERALA STATE ELECTRICITY BOARD LIMITED

As Bid Process Coordinator

(Invites bid through e-Tendering mode only)

FOR

TURNKEY CONTRACT PACKAGE OF

Constructing / Upgrading of 220/110kV line using MCMV

/ Double Circuit / Narrow base MCMV Towers of

I. Kottayam Line Package

II. North – South Interlink Package (Phase – I)

III. Thrissivaperur Lines Package (Phase-I)

VOLUME I

E-Tender No.- PFCCL/18-19/ET/1

PFC CONSULTING LIMITED
(A wholly owned subsidiary of Power Finance Corporation Ltd.)
Corporate Office:
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi – 110 001

August 03, 2018

Disclaimer

This Invitation for Bid (IFB) is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this IFB is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this IFB. This IFB includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This IFB may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this IFB. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Feasibility Report, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this IFB and obtain independent advice from appropriate sources.

Information provided in this IFB to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this IFB or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the IFB and any assessment, assumption, statement or information contained therein or deemed to form part of this IFB or arising in any way for participation in this Bid Stage.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this IFB.

The issue of this IFB does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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VOLUME I
**(QUALIFICATION REQUIREMENT AND GENERAL CONDITIONS OF
CONTRACT)**

SECTION -1

GENERAL

Section 1A - TENDER NOTICE

E- Tender No. PFCCL/18-19/ET/1

<p>Name of work</p>	<p>Kottayam Lines Package</p> <p>Construction / Up gradation of 220/110kV line using narrow base MCMV Towers</p> <p>PROJECT A: Construction of 23.8 km 220/110kV MCMV and 4.8km of 110 kV DC line from Kottayam to Thuravoor</p> <p>Project A comprises of 3 parts</p> <ul style="list-style-type: none"> • PART A1 : Construction of 19.4km 220/110kV MCMV lines from Kottayam to Thuravoor (in Kottayam district) • PART A2 : Construction of 4.4km 220/110kV MCMV lines from Kottayam to Thuravoor (in Alappuzha district) • PART A3 : Construction of 4.8 km 110kV DC portion through Kuravilangad Town <p>PROJECT B: Construction of 6.5 km 220kV (5.4km 220/110kV MCMV and 1.1km 220kV DC) line from 400 kV Kottayam substation to Ettumanoor SS</p> <p>PROJECT C: Construction of 3.8 km 220kV Multi Circuit LILO from 220 kV Pallom – Ambalamugal feeder to Kottayam 400 kV SS.</p> <p>PROJECT D : Construction of 400 kV Multi Circuit/ Double Circuit Tower at Kottayam 400KV Substation (including tap line of approx. 100m)</p>
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	<p>North South Interlink Package Phase-I</p> <p>Construction / Up gradation of 220/110kV line using narrow base MCMV Towers</p> <p>PROJECT A: Construction of 11.726 km of 220/ 110kV MCMV line from Chalakudy to Konnakuzhy (Thrissur District) using 220/110kV MCMV Narrow/Broad based Towers.</p> <p>PROJECT B: Construction of 15.85 km of 220/ 110kV MCMV line from Irinjalakuda to Kodungallur (Thrissur District)</p> <p>Thrissivaperur Lines Package Phase-I</p> <p>PROJECT A: Construction of 23km of 220/ 110kV MCMV line from Wadakkanchery to Kunnamkulam (Thrissur District)</p>
Date of Publishing of Notice Inviting Tender	03/08/2018
Tender documents download Start date	03/08/2018
Tender documents download End date	22/09/2018 up to 17:00 Hrs
Pre-bid meeting (Date, Time & Place)	16/08 /2018 at 11:00 AM at Office of Deputy Chief Engineer with full powers of Chief Engineer, Transgrid (South), Kerala State Electricity Board, HMT Colony, Kalamassery – Kerala – 683 503
Last date of seeking clarifications by Bidder	31/08/2018 up to 17:00 Hrs
Reply to Bidder's clarification	07/09/2018
Start of Registration on MSTC Portal	03/08/2018
Closing of Registration on MSTC Portal	22/09/2018 up to 17:00 Hrs
Submission of Bids (Online and	17/09/2018 at 09:00 Hrs

Offline) Start date	
Bid Submission End Date& Time (Online and Offline)	24/09/2018 at 11:00 hrs
Date & Time of Technical Bid opening	24/09/2018 at 12:00 hrs
Earnest Money Deposit	Rs. 5,00,000/- (Rupees Five Lakh only)
Tender Fee	Rs. 15,000/- (Rupees Fifteen Thousand only) plus GST @ 18%.
Availability of Tender documents	http://www.mstcecommerce.com/eprochome/pfccl
Date of opening of Financial Bid	Shall be intimated separately to eligible Bidders
Commencement of Reverse Auction	Shall be intimated separately to eligible Bidders
Address for Bid submission / EMD (Hard Copy)	ED (Unit - 4&5), PFC Consulting Limited 9th Floor, A-Wing, Statesman House Connaught Place, New Delhi - 110 001 Tel: 011 - 23443904, Fax : 011-23443990 Email- pfccl.itp@pfcindia.com
Contact Person	Shri Sanjay Kumar Nayak, AVP PFC Consulting Limited 9th Floor, A-Wing, Statesman House Connaught Place, New Delhi - 110 001 Tel: 011 - 23443804, Fax : 011-23443990 Email- pfccl.itp@pfcindia.com

In order to select suitable agency to complete the scope of work elaborated in this Bid Document, a Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the Bidding Documents.

Soft Copy Part of the Bids must be uploaded on the e-bidding portal at or before 11:00 hours on **24/09/2018**. The e-Procurement system would not allow any late submission of bids through the portal after due date & time as specified.

Hard Copy Part of the Bids must be submitted under Single Stage Two Envelope Bidding Procedure at the address given in Table at Section-1A Tender Notice at or before 11:00hours on **24/09/2018. The Price Bid shall not be sent as hard copy.** In case Hard copy part of the bid is not received by the BPC till the deadline for submission of the same prescribed by the BPC, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as late bid. Such bids will be rejected during preliminary examination.

For Purpose of evaluation, soft copy uploaded on e-bidding portal shall be considered.

First Envelope i.e. **Techno - Commercial Part** shall be opened **on scheduled date** and time or extended date and time as the case may be, in the presence of the bidders' representatives who choose to attend in person at the address given in Table at Section-1A Tender Notice.

Second Envelope i.e. **Price Bid** of those bidders who are meeting the qualification requirement, shall be opened through e-bidding portal on a date and time to be intimated later to the bidders.

The scanned copy of Bid form as per Sample Form-B Section-4 of Volume - I of Technical Qualification Bid, prepared in bidders letter head and Tender Agreement as per Sample Form- A of Section-4 of Volume - I of Technical Qualification Bid, executed in Kerala Government stamp paper worth Rs. 200/-are to be attached along with the bid in First Envelope Cover- 1 of the e-bidding portal. All other existing conditions related to the bids of KSEBL will be applicable in this bid also.

Originals of **Tender Agreement executed in Kerala Government stamp paper worth Rs.200/- & Bid form executed in bidders letter head** shall be submitted to the ED (Unit-4&5), PFC Consulting Limited, in a single sealed envelope as a part of First Envelope of Hard Copy super scribed as **E- Tender No. PFCCL/18-19/ET/1** along with a Techno-Commercial bid.

All bidders participating in the Bid should have a valid Digital Signature Certificate availed from an approved certifying authority.

Note: - In case the due date of opening of documents happens to be a holiday, the due date will be extended to the next working day and time given for this. No separate intimation in this regard will be issued.

Bidders are advised to regularly visit e-Procurement Portal to keep themselves updated regarding clarifications / amendments / time extensions, etc., if any.

ED (Unit-4&5)
PFC Consulting Limited

SECTION - 1 B**APPLICATION FORM**

(To be filled in by the applicant)

To

**ED (Unit-4&5),
PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi - 110 001
Tel: 011 - 23443904, Fax: 011-23443990
Email- pfccl.itp@pfcindia.com**

Sir,

Sub: - Execution of Kottayam Lines Package, North South Interlink Lines Package & Thrissivaperur Lines Package on turnkey basis as detailed in the bidding document

Ref: E-Tender No. PFCCL/18-19/ET/1

We are interested for the subject cited works. Enclosed please find the Technical formats and GTP duly filled in along with the documents listed below for perusal and consideration. We agree to abide by the terms and conditions as stipulated in these documents and to be prescribed by the KSEB Ltd. from time to time in this respect.

List of documents enclosed:

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		Name and Address of Bidder
Place:		
Date:		

SECTION – 1C**INVITATION FOR BIDS****(SINGLE STAGE TWO ENVELOPE BIDDING)**
Through e-bidding process

1. This invitation for bids follows the e-procurement notice (Invitation for Bids) for the subject packages which appeared in National and Regional Newspapers. The tender document is available at e-bidding portal (<http://www.mstcecommerce.com/eprochome/pfccl>). Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table at Section-1A Tender Notice.
2. **Kerala State Electricity Board Limited** hereinafter referred to as 'KSEBL/'Owner'/'Employer'.
3. **INTRODUCTION:**

National policy and the Electricity Act 2003 have put emphasis on the development of transmission sector through adequate and timely investments by preparing an efficient and coordinated action plan to develop a robust and integrated power system. The transmission system is expected to be capable of meeting the demand at any part of the network without any overloading / constraints in a secure, reliable, efficient and economic manner even under contingency conditions.

A major thrust with a focused effort was adopted in planning and developing a transmission network to meet the challenges expected in transferring power to entire state and for evacuating power from the proposed high capacity Inter State Transmission System (ISTS) projects. Also new technologies needs to be adopted for strengthening the reliability of intrastate sub transmission network for transferring power from intra-State power stations and that received at the ISTS touch points in an effective and economical manner. Kerala state is highly inhabited and the entire state has to be treated as an extended metro city for all purposes of transmission planning. Considering the severe Right of Way (ROW) issues that can permeate in future due to this demographical nature of the state, it was proposed that all new lines on important corridors needs to be planned with higher capacity conductors on multi circuit towers (Narrow based) taking into consideration the expected load growth in the concerned areas.

In consideration to the planning philosophy adopted to embrace the latest technological innovations including innovative business models and alternative construction methods available in the sector with a mission to enhance system reliability and security with minimum disturbance to environment and public at large

and a green vision for better energy management through reduction in system losses, the revised Long Term Transmission Plan was christened as **Trans Grid 2.0**, the future grid of the State.

The projects are planned for execution under two phases. The elements which are critical to the system for relieving congestion and constraint free power evacuation from the HVDC and other ISTS/Generation nodes are listed as **Trans Grid 2.0-Phase-1** works and Phase – II works needs to be executed within five year time frame. These works which are intended for execution are in the form of various packages based on the nature and area of work.

Present Scope of Work under Trans grid 2.0 covered in this Bidding Documents is for **Kottayam lines package, North South Interlink lines package & Thrissivaperur Lines Package.**

4. KSEBL has appointed PFCCL as Bid Process Coordinator (BPC) for the aforesaid Project, PFCCL is a wholly owned subsidiary of Power Finance Corporation Limited, a Navratna Public Sector Undertaking, and was incorporated on July 16th, 1986 as Public Limited Company. PFCCL's registered office is situated at 'Urjanidhi', 1, Barakhamba Lane, Connaught Place, New Delhi-110 001, India and Corporate office is at PFC Consulting Limited, 9th Floor, A-Wing, Statesman House, Connaught Place, New Delhi – 110 001 (hereinafter referred to as '**PFCCL**/'**BPC**'). The Ownership of the project shall, however, remain vested with KSEBL .The project shall be implemented and supervised by **KSEBL** or an agency appointed by KSEBL.

Therefore, PFCCL, on behalf of KSEBL, invites bids from eligible bidders for the aforesaid projects on Domestic Competitive Bidding basis through single stage two envelope e-bidding process . This Invitation for Bids extended through media, website or written communication or by any other means, shall not be construed to mean that the prospective bidders to whom the Invitation for Bids has been extended is deemed to be an eligible bidder. The eligibility of the bidders shall be determined as per the provisions of Bidding Documents.

5. Brief description of “Brief of Works” and “Completion Period” under the project is as follows (Detailed Scope of Work is Mentioned in Section-1 Volume-II):

Sl No	E-tender No.	Brief of work	Completion period
1.	PFCCL/18-19/ET/1	<p>KOTTAYAM LINE PACKAGE (KLP) on Turnkey Basis Construction / Up gradation of 220/110kV line using narrow base MCMV Towers:</p> <p>PROJECT A: Construction of 23.8 km 220/110 kV MCMV and 4.8km of 110 kV DC line from Kottayam to Thuravoor:</p> <p>Project A comprises of 3 parts</p> <ol style="list-style-type: none"> PART A1 : Construction of 19.4km 220/110kV MCMV lines from Kottayam to Thuravoor (in Kottayam district) PART A2 : Construction of 4.4km 220/110kV MCMV lines from Kottayam to Thuravoor (in Alappuzha district) PART A3 : Construction of 4.8km 110kV DC portion through Kuravilangad Town <p>The scope includes dismantling of existing conductor, earthwire, towers and all accessories, supplying Towers, ACSR conductor with accessories, polymeric suspension / tension insulators of approved type and capacity with accessories conductor , EW, OPGW with all accessories, erection of towers, stringing of the line and OPGW, supply of spares as per the specifications, other allied works as per the tower schedule and design provided by KSEBL and technical support and training for KSEBL staff and officers for O&M of the line, to the full satisfaction of KSEBL on Turnkey Contract Basis.</p>	<p>The period of completion of work shall be 18 months reckoned from the official date of commencement, which is 15 days after the date of issue of work order or the date of the agreement, whichever is earlier.</p>

Sl No	E-tender No.	Brief of work	Completion period
2.	PFCCL/18-19/ET/1	<p>Project B – Construction of 6.5 km 220kV (5.4km 220/110kV MCMV and 1.1km 220kV DC) line from 400 kV Kottayam substation to Ettumanoor SS:</p> <p>The scope includes dismantling of existing conductor, earthwire, towers and all accessories, supplying Towers, ACSR conductor with accessories, polymeric suspension / tension insulators of approved type and capacity with accessories conductor , EW, OPGW with all accessories , erection of towers, stringing of the line and OPGW, supply of spares as per the specifications, other allied works as per the tower schedule and design provided by KSEBL and technical support and training for KSEBL staff and officers for O&M of the line, to the full satisfaction of KSEBL on Turnkey Contract Basis.</p>	
3.	PFCCL/18-19/ET/1	<p>Project C – Construction of 3.8 km 220kV Multi Circuit LILLO from 220 kV Pallom – Ambalamugal feeder to Kottayam 400 kV SS:</p> <p>The existing 220 KV DC line between Loc. Nos. 74 to 80 has to be converted to Multi Circuit for a length of 2.4 km and new route of length 1.4 km Double circuit has to be drawn upto proposed substation.</p> <p>Shutdown of 220 KV Pallom/Moozhiyar – Ambalamughal feeders is needed for the conversion work proposed between Loc. Nos. 74 to 80. Since these lines are used for power evacuation from Major Generating stations, arranging shutdown for long periods is very difficult. Hence Emergency Restoration Service (ERS) is proposed and included in the Estimate.</p>	

Sl No	E-tender No.	Brief of work	Completion period
		<p>The scope includes dismantling of existing conductor, earthwire, towers and all accessories, supplying Towers, ACSR conductor with accessories, polymeric suspension / tension insulators of approved type and capacity with accessories conductor , EW, OPGW with all accessories, erection of towers, stringing of the line and OPGW, supply of spares as per the specifications and other allied works as per the tower schedule and design provided by KSEBL and technical support and training for KSEBL staff and officers for O&M of the line, to the full satisfaction of KSEBL on Turnkey Contract Basis.</p>	
4.	PFCCL/18-19/ET/1	<p>PROJECT D : Construction of 400 kV Multi Circuit/ Double Circuit Tower at Kottayam 400KV Substation (including tap line of approx. 100m)</p> <p>The scope includes supplying Towers and ACSR conductor with accessories, polymeric suspension / tension insulators of approved type and capacity with accessories conductor , EW, OPGW with all accessories, erection of towers, stringing of the line and OPGW, supply of spares as per the specifications, other allied works as per the design, proto fabrication & type test to be carried out by Bidder and technical support and training for KSEBL staff and officers for O&M of the line, to the full satisfaction of KSEBL on Turnkey Contract Basis.</p>	
5.	PFCCL/18-19/ET/1	<p>NORTH – SOUTH INTERLINK PACKAGE (Phase – I) Construction / Up gradation of 220/110kV line using narrow base MCMV Towers:</p>	

Sl No	E-tender No.	Brief of work	Completion period
		<p>Project A - Construction of 11.726 km of 220/110kV MCMV line from Chalakudy to Konnakuzhy (Thrissur District) using 220/110kV MCMV Narrow/Broad based Towers:</p> <p>The scope includes dismantling of existing conductor, earthwire, towers and all accessories, supplying Towers and ACSR conductor with accessories, polymeric suspension / tension insulators of approved type and capacity with accessories conductor , EW, OPGW with all accessories , erection of towers, stringing of the line and OPGW, supply of spares as per the specifications, allied works as per the tower schedule and design provided by KSEBL and technical support and training for KSEBL staff and officers for O&M of the line, up to the full satisfaction of KSEBL on Turnkey Contract Basis.</p>	
6.	PFCCL/18-19/ET/1	<p>Project B - Construction of 15.85 km of 220/110kV MCMV line from Irinjalakuda to Kodungallur (Thrissur District):</p> <p>The scope includes Supplying Towers and ACSR conductor with accessories, polymeric suspension / tension insulators of approved type and capacity with accessories conductor , EW, OPGW with all accessories, erection of towers, stringing of the line and OPGW, supply of spares as per the specifications, other allied works as per the tower schedule and design provided by KSEBL along the new RoW and technical support and training for KSEBL staff and officers for O&M of the line, up to the full satisfaction of KSEBL on Turnkey Contract Basis.</p>	

Sl No	E-tender No.	Brief of work	Completion period
7.	PFCCL/18-19/ET/1	<p>THRISSIVAPERUR LINES PACKAGE Phase-I</p> <p>Construction / Up gradation of 220/110kV line using narrow base MCMV Towers:</p> <p>PROJECT A: Construction of 23km of 220/ 110kV MCMV line from Wadakkanchery to Kunnankulam (Thrissur District).</p> <p>The scope includes dismantling the existing 66kV SC line, supplying Towers and CCC conductor with accessories, polymeric suspension / tension insulators of approved type and capacity with accessories conductor , EW, OPGW with all accessories, erection of towers, stringing of the line and OPGW, supply of spares as per the specifications, other allied works as per the tower schedule and design provided by KSEBL along the new RoW and technical support and training for KSEBL staff and officers for O&M of the line, up to the full satisfaction of KSEBL on Turnkey Contract Basis.</p>	

6. The detailed Qualifying Requirements (QR) is given in the Bidding Document **(ITB Clause No. 3)**.
7. Interested bidders have to necessarily register themselves on the e-bidding portal of MSTC and are strongly recommended to go through the e-Bidding Methodology & Registration process on e-bidding portal provided in the **Annexure-2A** of the Bidding Document.

In case of any query regarding e-bidding portal bidders may also contact:

S.no	Name	Email	Contact number
1.	Shishupal Yadav	syadav@mstcindia.co.in	8826562675
2.	S D Sharma	sdsharma@mstcindia.co.in	7878055855

3.	Chirag Sindhu	chiragsindhu@mstcindia.co.in	9830336290
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The bidders are requested to refer Annexure-2A to ITB MSTC Registration for details.

Bidders are advised to deposit the transaction fee for participation towards the bidding process on e-bidding portal at least two days before the last date of submission and to submit their bids at least one day before the last day of submission to avoid any complications at last moment.

For proper uploading of the bids on the portal namely **<http://www.mstcecommerce.com/eprochome/pfccl>** (hereinafter referred to as the 'e-bidding portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting from M/s MSTC Limited, New Delhi directly, as and when required, for which contact details are mentioned above. The Owner & BPC in no case shall be responsible for any issues related to improper uploading/non-submission/postal delays of the bid .

8. BID SECURITY (EMD) and TENDER FEES

- 8.1. The Bid EMD and Tender Fees shall be an amount mentioned in the table under Section-1A Tender Notice.
- 8.2. Bid EMD must accompany the Tender agreement in sample form (A) in section 4 given in the Bid Documents, failing which the Bid shall be rejected.

9. BID ISSUE AND RECEIPT BY BPC

- 9.1 Bid documents and other details may be downloaded from the website <http://www.mstcecommerce.com/eprochome/pfccl>.
- 9.2 No extension of Bid due date shall be considered on account of delay in receipt of Bid documents online. The bidder is advised to submit the bids well before the stipulated time and date to avoid any kind of network issues, traffic congestion etc. In this regard the BPC shall not be responsible for any kind of such issues.
- 9.3 KSEBL/PFCCL reserves the right to cancel/withdraw the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of KSEBL/PFCCL consequently.

10. All correspondence with regard to the above shall be to the following address.

**ED (Unit-4&5),
PFC Consulting Limited
9th Floor, A-Wing, Statesman House
Connaught Place, New Delhi – 110 001
Tel: 011 – 23443904, Fax: 011-23443990
Email- pfcl.itp@pfcindia.com**

For more information on PFCCL, visit our site at: <http://www.pfcl.in>

For more information on the portal, visit on site of M/s MSTC Limited, New Delhi at:
<http://www.mstcecommerce.com/eprochome/pfcl>

Sd/-

ED (Unit-4&5)
PFC Consulting Limited

SECTION - 2

INSTRUCTIONS TO BIDDERS

TABLE OF CLAUSES

Clause No.	Description
I	General
1.	Scope of Bid
2.	Source of Funds
3.	Eligibility and Qualification of Intended Prospective Bidders
4.	Other Conditions to be Fulfilled by Bidders
5.	Qualification of the Prospective Bidder – Information & Documents to be Furnished
6.	Cost of Bidding
7.	Pre-bid Meeting
8.	Site Visit
9.	General information
II	Bidding documents
10.	Contents of Bidding documents
11.	Clarification of Bidding Documents
12.	Amendment of Bidding Documents
III	Preparation of Bids
13.	Language of Bid
14.	Documents Comprising the Bid
15.	Deviations
16.	Bid Prices and Bid Currency
17.	Bid Validity
18.	Tender Document Fees and Earnest Money Deposit (EMD)
19.	Alternative Proposals by Bidders
20.	Format and Signing of Bid

IV	Submission of Bids
21.	Submission of Bids
22.	Dead line for submission of bids
23.	Late bids
V	Bid Opening and Evaluation
24.	Opening of bids
25.	Original bid document
26.	Acceptance or rejection of bid
27.	Process to be confidential
28.	Clarification of Bids
29.	Preliminary Examination of First Envelope
30.	Evaluation of Qualification Requirement of Bidders
31.	Evaluation of Techno-Commercial Part (First Envelope)
32.	Opening of Second Envelope
33.	Evaluation of Second Envelope
34.	Correction of Errors
35.	Currency for Bid Evaluation
36.	E-Reverse Auction
37.	Acceptance of bid and award of contracting
38.	Performance guarantee and contract agreement
Annexure - 2A	Methodology and registration Process of e-bidding portal

SECTION - 2

INSTRUCTIONS TO BIDDERS

I. GENERAL

1. SCOPE OF BID

1.1 The PFCCL on behalf of KSEBL invites e-tenders from interested bidders for the following works as detailed below.

Kottayam Lines Package

Construction / Up gradation of 220/110kV line using narrow base MCMV Towers

PROJECT A: Construction of 23.8 km 220/110kV MCMV and 4.8km of 110 kV DC line from Kottayam to Thuravoor

Project A comprises of 3 parts

- **PART A1 :** Construction of 19.4km 220/110kV MCMV lines from Kottayam to Thuravoor (in Kottayam district)
- **PART A2 :** Construction of 4.4km 220/110kV MCMV lines from Kottayam to Thuravoor (in Alappuzha district)
- **PART A3 :** Construction of 4.8 km 110kV DC portion through Kuravilangad Town

PROJECT B: Construction of 6.5 km 220kV (5.4km 220/110kV MCMV and 1.1km 220kV DC) line from 400 kV Kottayam substation to Ettumanoor SS

PROJECT C: Construction of 3.8 km 220kV Multi Circuit LILO from 220 kV Pallom – Ambalamugal feeder to Kottayam 400 kV SS.

PROJECT D: Construction of 400 kV Multi Circuit/ Double Circuit Tower at Kottayam 400KV Substation (including tap line of approx. 100m)

North South Interlink Package Phase-I

PROJECT A: Construction of 11.726 km of 220/ 110kV MCMV line from Chalakudy to Konnakuzhy (Thrissur District) using 220/110kV MCMV Narrow/Broad based Towers.

PROJECT B: Construction of 15.85 km of 220/ 110kV MCMV line from Irinjalakuda to

Kodungallur (Thrissur District)
Thrissivaperur Lines Package Phase-I
PROJECT A: Construction of 23km of 220/ 110kV MCMV line from Wadakkanchery to Kunnamkulam (Thrissur District)

Note: Please refer to the sketch/ scheme attached as **Annexure A in Part E of Volume II** for better understanding of the above phases.

The successful bidder for the above work on Turnkey Basis should fully satisfy the KSEBL requirements, specifications etc. and hand over the fully constructed line to KSEBL with required guarantee and warranty agreements.

All Bids shall be prepared and submitted online and offline strictly in accordance with these instructions.

- 1.2** The period of completion of work shall be **as given in Section 1.C Clause No. 5**, reckoned from the official date of commencement, which is 15 days after the date of issue of work order or the date of agreement whichever is earlier.
- 1.3** Bids not covering entire scope of the project shall be treated as incomplete and hence, are liable to be rejected.

2. SOURCE OF FUNDS:

The project will be implemented by Kerala State Electricity Board Limited with its own allocated funds or funds mobilized through funding agencies. This project is funded by Kerala Infrastructure Investment Fund Board (KIIFB) of Government of Kerala.

3. ELIGIBILITY AND QUALIFICATIONS OF INTENDED PROSPECTIVE BIDDER

This invitation for Bids, issued by BPC is open to eligible prospective Bidders.

The following parameters will be evaluated thoroughly for technically-qualifying the bidders for Implementation of Transmission lines under Trans grid 2.0 Projects by PFCCL / KSEBL, which is constituted specifically for Trans Grid 2.0

The intending prospective bidders shall be either a company incorporated as per Indian Companies Act or International Company having registered office in India and shall interalia meet the following conditions to qualify.

NOTE:

In case the bidder is a holding company, the experience for meeting the Qualification Requirement shall be of holding company only (i.e. excluding its subsidiary/group companies).

In case the bidder is subsidiary of holding company the experience for meeting the qualification requirement shall be of that subsidiary company only. (i.e. excluding its holding company).

1) Manufacturing Experience:

The bidder shall be a conductor or Tower manufacturer having manufacturing facilities either in India or abroad, who has designed, manufactured, tested (as per relevant IS/IEC/ Eq. Standards) and successfully supplied anywhere in India.

- a) At least 25000 MT Tower for 220kV or higher voltage level in Last 5 Years, out of which 10,000MT shall be successfully installed in India and in service for last two years as on originally scheduled date of bid opening.

OR

- b) At least 2250 km ACSR Panther conductor or higher size in last 5 Years, out of which 900 km shall be in successful operation in India for last two years as on originally scheduled date of bid opening.

OR

- c) In case the prospective bidder is not a manufacturer of items under 1(a) or 1(b), he shall be an EPC contractor or a Transmission system developer who is having required installation / development experience related to transmission line projects described under clause (2) below and shall have written understanding with a tower/conductor manufacturers who satisfy the conditions mentioned in clause 1(a) or 1(b). Bidder is

free to choose their supplier provided they should satisfy the bidding terms and conditions listed above.

Such tower and conductor supplier should be either from the List enclosed along with this tender (Annexure – IV) or from the list of approved vendors/manufacturers by PGCIL

- d) For bids with High Tension Low Sag (HTLS) / Composite Core, The bidder shall satisfy condition i(a) or i(b) or i(c) above and shall be an Indian / global manufacturer of HTLS/ Composite Core Type conductor or shall supply the HTLS from a manufacturer, having manufacturing facilities in India or abroad, who has designed, manufactured, tested (as per relevant IS/IEC/ Eq. Standards) and successfully supplied in India HTLS/composite Core Type conductor for 110kV or higher voltage level for at least 250 km of Transmission line using HTLS/Carbon Composite Core conductor within last 5 Years of its operation, out of which 100km HTLS/composite Core Type conductor of same technology as per KSEBL tender shall be in operation successfully for a period not less than 2 years as on originally scheduled date of bid opening. Manufacturers' Authorization format **(Placed at Section-3 Qualification Formats and Other Schedules to be Filled by the Bidder-Format E of the bidding document)** duly signed & stamped to be submitted with the bid.
- e) For the bids with Optical Ground Wire (OPGW), the bidder shall satisfy condition 1(a) or 1(b) or 1(c) above and shall be an Indian / global manufacturer of OPGW (Optical Ground Wire) or shall supply the OPGW (Optical Ground Wire) from an Indian / global manufacturer, who should have designed, manufactured, tested (as per relevant IS/IEC/ Eq. Standards) and supplied 250kms of OPGW (Optical Ground Wire) in last 5 years, out of which 100km should have been in satisfactory operation on 110 kV class or above voltage grade line in India for a minimum period of two (2) years as on originally scheduled date of bid opening. Manufacturers' Authorization format duly signed & stamped to be submitted with the bid.
- f) For the bids with OPGW terminal equipment, the bidder shall satisfy condition 1 (a) or 1(b) or 1(c) above and shall be an Indian / global manufacturer of OPGW Terminal Equipment or shall supply the equipment from an Indian / global manufacturer for tele-protection and SDH/PDH equipment, who have supplied tele-protection and SDH/PDH equipment for 400/220/110 KV substations in last 5 years with satisfactory operation for a minimum period of 2 years as on originally scheduled date of bid opening. The tele-protection equipment should be of same make as SDH/PDH equipment being offered. Manufacturers' Authorization format duly signed & stamped to be submitted with the bid.

2) Installation Experience:

- a) For bids with Lattice Tower and ACSR conductor and the bidder satisfies clause 1(a) or 1(b) or 1(c) above with respect to manufacturing experience, the bidder shall also have installation/development experience of 250 circuit-kM (Number of circuits x route length) of new transmission lines using Lattice Towers & ACSR conductors of Transmission lines of 220KV or above in India within previous five years and out of which 100 circuit-kM of the transmission line should be in satisfactory operation for a period of last 2 years as on originally scheduled date of bid opening.
- b) For the bids with HTLS conductors, the bidder who qualifies in Clause 1a or 1b or 1c and 1d shall also have experience in installation / re-stringing / stringing works with HTLS conductors like Carbon Composite Core conductor of at least 250 ckt km of 110kV or above voltage level lines during last Five years in India as on date of bid opening for all HLTS works, out of which 100 ckt km shall be successfully in operation for a period of Two years as on originally scheduled date of bid opening.
- c) For the bids with OPGW stringing, the bidder satisfies clause 1(a) or 1(b) or 1(c) and 1(e) shall also have experience of 250km of stringing of OPGW for new lines / live line stringing of OPGW for upgrading of lines, in India in last five years and out of which 100km OPGW line should be in satisfactory operation for a period of Two years as on originally scheduled date of bid opening.

NOTE:

The bidders, who are not having installation experience as mentioned in clause 2(b), and/or 2 (c) can propose one or more suitable agencies for execution of such works that are satisfying the conditions mentioned in the clause 2(b) and/or 2 (c) pertaining to the installation works related to that agency. Such proposals shall be submitted along with the bid for approval of KSEBL. A new agency, other than those proposed in the bid, cannot be engaged for the work during the execution of work.

- 3) The Bidder/Manufacturer/Developer should not have been black listed/debarred by any Indian Utility in any supply of works carried out by them.
- 4) The prospective bidders shall meet the following minimum financial criteria.
 - Minimum Average Annual Turnover *(MAAT) for best three years i.e. 36 months out of last five financial years of the bidder should be Rs. 300 Crores (Indian Rupees Three Hundred Crores Only).

- Net worth for last 3 financial years should be at least equal to Rs. 150 Crores (Indian Rupees One Hundred and Fifty Crores Only).
- Solvency certificate issued within 6 months prior to the date of originally scheduled submission of bid shall be a minimum of Rs. 150 Crores (Indian Rupees One Hundred and Fifty Crores Only).
- The bidder should have executed or under execution similar works in Power Transmission for the last three years for the value at least 50% of the turnover mentioned above per year.

*** Note-**

Annual total income as incorporated in the profit & loss account excluding nonrecurring income, i.e., sale of fixed assets.

4. OTHER CONDITIONS TO BE FULFILLED BY BIDDERS:

- 4.1 The Prospective Bidder must have necessary Tools and Plants (duly calibrated/certified) for execution of Transmission projects of these kinds.
- 4.2 The Prospective Bidder must have engineers and supervisory staff sufficiently qualified and experienced to execute such works, details of which shall be furnished along with the bid.
- 4.3 Technical competence in Design, engineering, manufacturing, construction, erection, Testing and Commissioning of the Bidder or its subsidiary must be proven with Testimonials and necessary documentary evidence for evaluation.
- 4.4 Prospective Bidder must agree to supply the materials and equipment that they may use for the projects under Trans Grid 2.0 from specific manufacturers/vendors as per the approved list of manufacturers/vendors that will be provided along with the Tender. Alternatively, bidder may choose the material /Equipment from the list of approved vendors/manufacturers by the Central Transmission Utility (PGCIL). These two lists would be final and no new vendor/manufacturer proposed by the bidder will be permitted.
- 4.5 Prospective Bidder must agree for the inspection of the offices, capabilities, production units, testing facilities etc. of the prospective bidder, manufacturer by the client representatives for verification at any stage of evaluation of Bids.

- 4.6 Prospective Bidder's capability in bringing in innovation, new technology, etc will also be considered during evaluation and innovative and technically feasible alternatives will be considered positively during the Bids. Hence prospective bidders may provide the proof of the innovations implemented by them in the Power Transmission system.
- 4.7 The evaluation of bids done by PFCCL / KSEBL will be final and challenging the decision taken by PFCCL / KSEBL by any prospective bidder will not be entertained.
- 4.8 The prospective Bidders not accepting payment terms, penalty and delivery conditions will be liable for rejection.
- 4.9 The Prospective bidder and its Manufacturers shall agree to provide guarantee for 7 years against manufacturing defect / defective workmanship from the date of Commissioning and Handing over Date (CHD). The performance Bank Guarantee equivalent to 10% of the contract value shall be provided by the bidder and maintained during the entire guarantee period. Usually the defect notice period will be one month prior to the warranty expiry or as specified in the Tender documents.
- 4.10 Upon Commissioning and Handing over, the bidder must provide technical support and training for KSEBL staff and officers for Operation & Maintenance of the line as the conditions stipulated in tender documents.

5. QUALIFICATION OF THE PROSPECTIVE BIDDER - INFORMATION AND DOCUMENTS TO BE FURNISHED

The Prospective Bidder shall include the following information and documents with their bids ***(As per Section-3-Qualification Formats and other Schedules to be filled by the bidder):***

- a. Copies of original documents defining the constitution or legal status, place of Registration and principal place of business, written power of attorney of the authorized signatory of the Prospective Bidder to commit the bid. ***-Format-A-Section-1.1.***
- b. Total annual turnover expressed as total volume of construction work performed by the Prospective Bidder in his own name (not by any other company whose name has subsequently been changed so as to form the current prospective Bidder) in each of the three years considered for evaluation out of previous five years. ***-Format-A-Section-1.2***

- c. Experience of the prospective Bidder in executing similar contract (nature and volume) for the last 5 years, and details of work in hand and contractual commitments; clients who may be contacted for further information on those contracts; ***-Format-A-Section-1.3***
- d. Major items of construction / manufacturing equipment proposed for carrying out the contract; ***Format-A-Section-1.4.***
- e. Qualifications and experience of key site management and technical personnel (having minimum 3 years' experience) proposed for the contract; ***Format-A-Section-1.5***
- f. Proposed Contractors and Technology Partners ; ***Format-A-Section-1.6***
- g. Reports on the financial standing of the prospective Bidder, such as profit and loss statements and auditor's reports for the past three years; audited financial statements submitted by foreign firms prepared and presented in Rupee terms for proper verification, attested by the notary public or concerned embassy officials; ***Format-A-Section-1.7***
- h. In case the annual accounts for the latest financial year are not audited and therefore the applicant could not make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the un-audited annual accounts (with schedule) for the latest financial year, duly certified by the Statutory Auditor as well as Audited Reports for three years preceding the latest financial year; ***Format-A-Section-1.7***
- i. Evidence of adequacy of working capital for this contract, i.e., evidence of access to line(s) of credit and availability of other financial resources. Solvency limit is specified as 50% of MAAT ;***Format-A-Section-1.8***
- j. Authority to seek reference from the prospective Bidder's bankers; ***Format-A-Section-1.9***
- k. Information regarding any current litigation in which the prospective Bidder is involved, the parties concerned, and disputed amount; ***Format-A-Section-1.10***
- l. Bidders Information - ***Format B***

- m. A declaration establishing that the prospective Bidder is not associated, nor has been associated in the past, directly or indirectly, with the expert or any other entity having prepared the design, specification and other bidding documents for the project or being proposed as Engineer for the contract.-**Format-C**
- n. A declaration establishing that the prospective Bidder has not been debarred/blacklisted from undertaking similar work in any Govt/Public undertaking.-**Format-D.**
- o. Authorization/Undertaking Format-**Format-E.**
- p. Net worth and Solvency Certificate-**Format-F.**
- q. Bidder's Experience-**Format-G**
- r. Details of Work –**Format-H.**
- s. List of Material supplied by the manufacturer/technical collaborator for last five years.-**Format-I.**
- t. The deviations on any clauses if unavoidable shall be furnished as per Bidder has to the **Formats-J, K & L.** Deviations submitted at any other place/formats other than Formats mentioned shall not be considered and it shall be construed that the bidder shall comply completely with all the requirements of the specifications. The Deviations if not acceptable by Owner shall be withdrawn by the Bidders failing which offer of such bidders shall be rejected.
- u. Local Representation-**Format-M**
- v. List of Proposed Vendor/Supplier for Equipment/Materials –**Format-N.**
- w. Activity Time Schedule-**Format-O**
- x. It shall be explicitly noted that the requirements/criteria covered under sub-clauses above shall strictly apply to the prospective Bidder offering the bid and not to his associated companies or group of companies or companies taken over by him. If the main bidder is the parent company and the bidder is furnishing the consolidated financial statement including that of their subsidiary company, duly prepared by company's Chartered Accountant, then the turnover mentioned in the Consolidated Financial Statement will be considered.

- y. The bidding documents and formats in soft copy will be available on the e-bidding portal. The prospective bidder shall use the downloaded soft copy to enter all details, sign, and submit hard copy and soft copy to bid inviting authority.

6. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of his Bid and KSEBL/PFCCL will in no case be responsible or liable for those costs.

7. PRE-BID MEETING

Bidders are advised to attend the pre-bid meeting so as to have better understanding of the works. The time and venue are specified in the Table under Section-1 A Tender Notice. The purpose of the meeting will be to clarify any issues regarding the e-procurement method, the Bidding Documents in general and the Technical Specifications in particular. The Bidder is requested, as far as possible, to submit any question in writing, to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted as indicated hereafter. Minutes of the meeting, including the text of the questions raised (without identifying name of the bidders) and the responses given, together with any responses prepared after the meeting, will be transmitted without delay through the e-bidding portal only. Any modification of the Bidding Documents, which may become necessary as a result of the pre-bid meeting, shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB Clause 12 and not through the minutes of the pre-bid meeting.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

8. SITE VISIT

- 8.1 The Bidder is advised to visit and examine the sites of works and their surroundings and obtain for himself on his own responsibility and at his own risk/cost all information that may be necessary for preparing the bid and entering into a contract for the work. The costs of visiting the sites shall be at the bidder's own expense. He may contact the Asst. Executive Engineer, TransGrid TC Subdivision, Kottayam, Mob. 9496009188 (in the case of Kottayam Lines Package) or Asst. Executive Engineer, TransGrid TC Subdivision, Chalakkudy, Mob. 9496009855 (in the case of North- South Interlinking Package and Thrissivaperur Lines Package) for any assistance in this

regard.

- 8.2 PFCCL / KSEBL shall not entertain any claim at any stage from the bidder on the plea of having him not acquainted sufficiently to the site conditions.
- 8.3 The Bidder and any of its personnel or agents will be granted permission by the Owner to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Owner and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

9. GENERAL INFORMATION:

9.1 Owner's Right to Accept any Bid and to Reject any or all Bids

The decision of PFCCL / KSEBL in acceptance of tender will be final and without appeal. PFCCL / KSEBL will not be bound to give any reason for the acceptance or rejection of any firm/ contractor on any account, whatsoever.

- 9.2 The bidders are required to give complete information as asked for in the format attached.
- 9.3 In case of imported materials/items, the bidder shall make his own arrangements and any import duty will be to the account of the contractor and KSEB Ltd i.e. Owner shall not render any assistance in this regard.
- 9.4 All tender documents should be submitted as per provisions of Bidding Document, after digitally signing with a valid Digital Signature Certificate (DSC) availed from an approved Certifying Authority. By submitting digitally signed Bid documents; the Bidder accepts that they have clearly understood and agreed all the terms and conditions of this Tender.
- 9.5 For evaluation of price bid, the grand total of supply part and labour part together will be taken. **Mentioning of price details at any place other than the designated place shall disqualify the bid and the bid shall summarily be rejected.**
- 9.6 The quantities specified in the schedule are tentative. The supply and work as per actual requirement may be carried out at the time of execution of work.
- 9.7 Prospective Bidder must agree to supply the materials and equipment that may be required for this project from specific manufacturers/vendors as per the approved list

of manufacturers /vendors that is provided along with the Tender as per Annexure III of this volume. List of suppliers/ vendors for other equipment and materials shall be provided by the bidder during the bidding stage for evaluation of the bids, **as per the Format -N of section 3. The items which are not mentioned in Annexure III, bidders are advised to submit their options for supply of the items which are as per standards and approved by KSEBL to be procured from approved vendors of PGCIL along with details of supply, manufacturers' experience and authorization from manufacturer in the Format E.**

- 9.8 Prospective Bidder must agree for the inspection of the offices, capabilities, production units, testing facilities etc. of the prospective bidder manufacturer by the client's representatives for verification at any stage of evaluation of Bids or execution.
- 9.9 Any formation of cartel and Monopolist and Restricted Trade Practices followed by the bidder at any stage of bidding will lead to disqualification of the bidder.
- 9.10 Prospective bidder must agree for setting up their office in Kerala in a suitable location and to assign contact person to interact with KSEBL during the execution stage.
- 9.11 The Bidder is responsible for all Taxes, insurance, workmen compensation, duties and bank charges in connection with LC/BG etc. in connection with the execution of the concerned project by a bidder.
- 9.12 During bidding stage if any material used in this project is new and not type tested earlier the contractor shall undertake the type testing in NABL approved laboratory in the event of award of contract.
- 9.13 The project is taken up under EPC Turnkey mode. The Bid price arrived based on the individual item wise quote for materials and labour by each bidder will be compared to determine ranking of bidders
- 9.14 The dismantled scrap shall be purchased by the successful bidder at the rates quoted by the bidder as per Price Schedule - 3 for dismantled materials in Vol III of this bid. The bidder shall quote a price not less than the minimum rate approved by KSEBL for the scrap materials. The minimum rates approved by KSEBL for the scrap materials are as under:

Dismantled ACSR/AAAC conductor	- Rs. 84,000 per MT
Dismantled Copper conductor	- Rs. 3,15,000 per MT

Dismantled 7/9 or 7/10 stranded Galvanized steel earthwire - Rs. 14,000 per MT

Dismantled Insulators and accessories, power conductor accessories, earth conductor accessories etc - Rs. 5,000 per MT

Dismantled Galvanized Tower parts -Scrap iron - Rs. 14,000 per MT

9.15 However, KSEBL is at liberty to decide whether the dismantled materials are disposed at the rates quoted by the bidder. The taxes on sale of scrap shall be to the account of the bidder.

9.16 The decision of KSEBL/PFCCL on this tender shall be final and binding on all parties concerned. KSEBL/PFCCL shall not be bound to give any reason for the acceptance or rejection of tender of any firm / prospective Bidder on any account.

II. BIDDING DOCUMENTS

10 CONTENT OF BIDDING DOCUMENTS

10.1 The facilities required, bidding procedures, contract terms and technical requirements are prescribed in the Bidding Documents. The Bidding Documents comprise of the following and shall include amendments, if any, thereto:

VOLUME – I: Qualification Requirement and General Conditions of Contract

Section 1 General

Section 1 - A - Tender Notice.

Section 1 – B - Application Form

Section 1 – C - Invitation for Bids

Section 2 - Instruction to Bidders

Section-2 – A - Annexure-A- e-Tendering Methodology & Registration process of e-bidding portal.

Section 3 – Qualification Formats and Other Schedules to be filled by the Bidder.

Section 4 – Sample Forms

Section 5 – General Conditions of Contract

Section 6 – Contract Data

Section 7 – Annexures

VOLUME – II: Special Instructions and Technical Specifications

PART A – Technical Conditions of Contract

Section 1 – General Information and Scope of Work

Section 2 – General Technical Conditions

Section 3 – Site Access

PART-B- TECHNICAL SPECIFICATIONS OF MATERIALS

Section 4 – Technical Specifications of Tower and Accessories

Section 5 – Technical Specifications of Conductors

Section 6 – Technical Specifications of OPGW

Section 7 - Technical Specifications of Polymeric Insulators

Section 8 - Technical Specifications of Hardware and Accessories for Conductor & Insulator

PART C – EXECUTION OF THR PACKAGE.

Section 9 – Tower Foundation, Erection, Stringing and Installation of Line Materials.

Part D – Documentation and Deliverables.

Part E – Drawings & BoQ

Annexure A – Block Diagram representation of Kottayam Lines Package, North South Interlink Lines Package and Thrissivaperur Lines Package.

Annexure B – Bill of Quantities for Material, Spare, Labor & dismantled Items.

Annexure C – Approximate Tower Quantity

Volume III – Price Bid

Section I – Price Bid Instructions

Price Schedule – 1 Price Schedule – Foundation, Erection and Stringing

Price Schedule – 2 Price Schedule – Materials & Spares

Price Schedule – 3 Price Schedule – Dismantled Materials

Summary Sheet (Consisting Final prices of Price Schedule 1, 2 & 3 against Field Name
Total Evaluated Price) Summary Sheet

- 10.2 The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

11 CLARIFICATION OF BIDDING DOCUMENTS

- 11.1 A prospective bidder requiring any clarification of the bidding documents may notify PFCCL Concerned Person as per details mentioned in Table Under Section-1A in writing or by e-mail at the PFCCL's address indicated in the Tender notice before the date of closure of Bid Clarifications as mentioned in Table Under Section-1A Tender Notice.
- 11.2 PFCCL shall provide its reply to clarifications through e-bidding portal.
- 11.3 Request for clarification or any delay in complying with such request by PFCCL, shall not in any way affect the obligation on the part of the bidder to send the complete bid by the deadline indicated.
- 11.4 **Local Representation:** -The Bidder shall indicate in his bid, under a separate covering letter, the name of the person or the firm who will be acting as his representative for the purpose of his bid. He shall also state, the service facilities which he or his representatives have as per sample **Format M of section 3** in this volume.

12 AMENDMENT OF BIDDING DOCUMENTS

- 12.1 Before the deadline for the submission of bids, BPC may modify the bidding documents by issuing corrigendum.
- 12.2 All amendments/corrigendum shall be published on the website <http://www.mstcecommerce.com/eprhome/pfccl>. PFCCL and KSEBL shall not be responsible for bidder's negligence in checking the website regularly for any updates on

this tender. The amendments to the Bidding Documents shall be binding on the bidders and notification of the amendment through portal shall be deemed to construed that such amendment(s) to the Bidding Documents have been taken into account by the Bidder in the bid.

- 12.3 In case it is not possible to open the tender on the specified time and date due to any reason, the revised time and date will be published on the website <http://www.mstcecommerce.com/eprhome/pfccl>.

III. PREPARATION OF BIDS

13 LANGUAGE OF BID

All documents relating to the bid shall be in the English language.

14 DOCUMENTS COMPRISING THE BID

14.1 HARD COPY PART

Hard copy part of the bid shall comprise the following documents to be submitted in a sealed envelope, as part of the First Envelope

- (i)** Demand Draft Towards Tender Document Fees (Original for those who have not purchased before submission of Bid)
- (ii)** Bid Security (in Original), in separate envelope in accordance with clause 18 of ITB, Section-2 and as per Sample Form-F of Section-4
- (iii)** Power of Attorney.
- (iv)** Tender Agreement (in Original) as per Sample Form-A of Section-4 and as per clause 14.2 (a)-iii Soft Copy Part
- (v)** Bid Form (in Original) as per Sample Form-B of Section-4 and as per clause 14.2 (a) – iv.
- (vi)** Bidder shall submit signed and stamped copy of bid document along with all clarifications/ amendments/ addendums thereof issued in the e-bidding portal.
- (vii)** Any other document further specified in the Bidding Document duly signed and stamped on each page

Bidders are requested to note necessarily that Price Bid is not to be submitted in Hard Copy. In case of submission of Price Bid as Hard Copy by any bidder, the Bid of such bidder shall be rejected outright.

14.2 Soft Copy Part

Soft copy part of the bid shall comprise of following documents to be uploaded on the portal as per provisions therein.

(a) As part of First Envelope(Cover-1 of the e-bidding portal)

- i) Scanned copy of Demand Draft towards Tender Document Fee
- ii) Scanned Copy of Bid Security.
- iii) Scanned Copy of Power of Attorney.
- iv) Scanned Copy of Tender Agreement

Tender Agreement shall be executed in Kerala Government Stamp Paper worth Rs. 200/- as per Sample Form A of Section-4.

- v) Scanned Copy of Bid Form

Bid Form shall be prepared by the bidders on the Bidder's letterhead as per Sample Form-B of Section-4.

- vi) Scanned Copy of signed and stamped copy of bid document along with all clarifications/ amendments/ addendums thereof issued in the e-bidding portal.
- vii) Scanned Copy of any other document further specified in the Bidding Document duly signed and stamped on each page.
- viii) Duly signed and stamped scanned copy of any other document in support of the Bidder's Qualification and mentioned anywhere in the Bid Document

(b) As part of First Envelope (Cover-2 of the e-Bidding Portal):

- i) Duly Filled Signed and Stamped Formats in Section-3 of Vol-1. (To be uploaded as PDF Document)
- ii) Any other Scanned Documents/Certificates mentioned elsewhere in the bid documents sufficing the requirement of the Eligibility and Qualification of the Bidders of the bidding document duly signed.(To be Uploaded as Single PDF Document)

- iii) Duly filled and signed Guaranteed Technical Particulars as per Sample Forms in Volume-II of the Bidding Document. (The Bidder has to ensure that he has filled all the GTP's mentioned at different Sections of Volume-II of the Bidding Document) (To be uploaded as PDF Document)

(c) As a part of Second Envelope (Cover-3 of the e-Bidding Portal):

Price Bid (Volume-III)

- i) The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the e-bidding portal.
- ii) Tenders/Bids shall be accepted only through online mode in the website and no manual submission shall be entertained.
- iii) **If the Bidder has wrongly submitted the bid within due date and time, the Bidder can Delete the bid by clicking on delete button in the e-bidding portal and then resubmit the fresh bid again at <http://www.mstcecommerce.com/eprochome/pfccl> within due date and time.**

15 DEVIATIONS

The deviations on any clauses if unavoidable shall be furnished by the bidder as per Formats in Section-3. Deviations submitted at any other place/formats other than this shall not be considered and it shall be construed that the bidder shall comply completely with all the requirements of the specifications. BPC in accordance with the Owner reserves the right to accept or reject any variation or Deviation. Variation and deviation and other factors which are in excess of the requirements of the bidding documents or otherwise results in unsolicited benefits of the Owner, shall not be taken into account in bid evaluation and the Deviations if not acceptable by Owner/PFCCL shall be withdrawn by the Bidders, failing which offer of such bidders shall not be acceptable.

16 BID PRICES AND BID CURRENCY

- 16.1 The Contract shall be for "Brief of Works" as described in Clause 5 of Section 1.C and as per Price Schedule provided in Volume III of the bidding document. The bidder has to

quote for all works. **Partial quotation for any site will not be permitted.** The items of work, quantity, etc., mentioned in price bid are only tentative. The bidder has to execute the work/supply of materials needed for actual completion of work. Rate quoted shall apply for all quantities required for completion irrespective of variation of quantity and the payment will be made as per actual executed quantity at the quoted rates. The Bidder shall fill in the rate and prices for all items of the work /material described in the specifications and listed in the Price Bid (Price Schedule – Volume III. The price quoted by the bidder shall be inclusive of all cost of inspection and testing of equipment/ material for each batch of equipment/ material manufactured, in the presence of representatives of KSEBL.

- 16.2 **For Supply of material:-** All statutory taxes, insurance, freight charges etc. and other levies payable by the contractor under the contract, or for any other cause, shall be indicated equipment/material-wise separately in detail in the bid submitted by the bidder as per Price Schedule format. In case of any increase in taxes as a result of change in law, it will be reimbursed by KSEBL up to the period of the scheduled date of completion of the work. For the portion of the work executed after the scheduled date of completion, no extra claim will be considered by the KSEBL. In respect of any reduction in tax, the benefit is to be passed on to KSEBL. No tax other than that mentioned in the Price Bid (Price Schedule - Volume III) shall be paid. Taxes on the cost of materials will be reimbursed to the contractor, provided, the contractor furnishes split up details of such taxes in the bid, if any, subject to the conditions mentioned below.

“The reimbursement shall be done on production of documentary evidence to prove that the contractor has actually remitted such taxes. Whenever concessional duties or taxes are applicable to the project, the contractor shall avail such benefits and only such reduced rates of taxes shall be applied during the course of this contract.”

In case of imported equipment's, the bidder shall make his own arrangements and any import duty will be to the account of the contractor and KSEBL shall not render any assistance in this regard.

For Labour – As regards Income Tax, Surcharge on Income Tax, Kerala Construction Workers Welfare Fund (KCWWF), KSEBL shall not bear any tax liability whatsoever, irrespective of the mode of contract. The bidder shall be liable and responsible for payment of such taxes attracted under the provision of law. Tax will be deducted at source wherever required. GST applicable as per rules at the time of preferring the claim will be reimbursed as per actuals. In case of any increase in tax from the prevailing rate at the time of bidding as a result of change in law, it will be reimbursed by KSEBL up to

the period of the scheduled date of completion of the work. For the portion of the work executed after the scheduled date of completion, no extra claim will be considered by the KSEBL. In respect of any reduction in tax, the benefit is to be passed on to KSEBL. The contractor should produce the required certificates from the Tax department specifying the rates for such deductions. The bidders shall produce GST/PAN and other relevant tax registration number.

The rates quoted for all supply of materials, if any, and Civil/Electrical works shall include, the conveyance of all materials, and items with all lifts and leads, all labour charges for centring, concreting, form work, scaffolding charges, masonry works, plastering, painting, curing at all levels, required T&P etc., complete.

16.3 Price shall be quoted in Indian Rupees Only.

17 BID VALIDITY

17.1 Bid shall remain valid for a period of **180 days from the date of opening of bid (Envelope 1) or 120 days from the date of opening of price bid, whichever is earlier.**

17.2 In exceptional circumstances, PFCCL/KSEBL may request the Bidder to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by fax. If the Bidder accepts to extend the period of bid validity, the bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required or permitted to modify its bid.

18 TENDER FEE AND EARNEST MONEY DEPOSIT (EMD)

18.1 The Bidder can purchase the document from the office of PFCCL by submitting a Demand Draft of Rs 15,000/- plus GST @ 18% in favour of Deputy Chief Engineer with full powers of Chief Engineer, Trans GridNorth, Kerala State Electricity Board Limited, VydyuthiBhavanam, Kallipadam P.O., Shoranur- Kerala 679 122, payable at Shoranur from a scheduled bank selected by the bidder. The bidder can also download the tender document online however bidder has to deposit the Demand Draft of Rs 15,000/- plus GST @ 18% along with the submission of bid on due date and time.

18.2 The Bidder shall furnish, as part of its bid, Earnest Money Deposit or Bid Security in the amount and currency stipulated in Table under Section-1A Tender Notice. The Bid

security is required to protect the owner against risk of Bidder's conduct, which would warrant the forfeiture of EMD. The Bid Security must be submitted in the manner and format provided in the Bidding Documents.

- 18.3 The Bid Security shall, at bidder's option, be in the form of crossed bank draft/pay order/banker certified cheque or a bank guarantee in favour of Deputy Chief Engineer with full powers of Chief Engineer, Trans Grid North, Kerala State Electricity Board Limited, Vidyuthi Bhavanam, Kallipadam P.O., Shoranur- Kerala 679 122, payable at Shoranur from a scheduled bank selected by the bidder. The format of the bank guarantee shall be in accordance with the form of bid security included in the Bidding Documents. Bid security shall remain valid for a period of thirty (30) days beyond the original bid validity period, and beyond any extension subsequently requested under ITB Sub-Clause 17.2.
- 18.4 Any Bid not accompanied by an original bid agreement and adequate EMD with correct bid reference in original shall be rejected by PFCCL/KSEBL. Also the originals of all the Agreements in stamp paper, enclosed in sealed envelope indicating E Tender No. **PFCCL/18-19/ET/1** shall be submitted to ED (Unit-4&5), PFCCL on or before bid submission end date and time considering the amendment if any.
- 18.5 The EMD of the successful bidder will be discharged when the bidder has signed the contract Agreement and furnished the required performance security.
- 18.6 The EMD will be forfeited in the following situations:
- a) If the bidder withdraws his bid during the period of bid validity; also no interest will be paid.
 - b) If the bidder does not accept the correction of his bid price pursuant to clause 34.
 - c) In the case of successful bidder, if he fails within the specified time limit to sign the agreement and furnish required performance security.
- 18.7 No interest shall be payable by the Owner on the above Bid Security.

19 ALTERNATIVE PROPOSAL BY BIDDERS

Bidders shall submit offers which comply with the requirements of the bidding document, including the basic technical design as indicated in the specifications. Alternatives will not be considered.

20 FORMAT AND SIGNING OF BID

- 20.1 The bidder shall prepare and furnish the documents the bid in the manner indicated in Section-2 Instruction to bidders clause No. 14.
- 20.2 The bid shall be digitally signed by a person duly authorized to sign on behalf of the bidder pursuant to the rules and regulations as the case may be, with a valid Digital Signature Certificate (DSC) availed from an approved certifying authority. By submitting digitally signed bid documents, the bidder accepts that they have clearly understood and agreed all the terms and conditions of this tender.
- 20.3 The Bidder should furnish complete information in the prescribed format of the bid documents itself.

21 SUBMISSION OF BIDS:

The bid shall be submitted in the manner specified in Section-2 Instruction to Bidders clause no. 14 Documents comprising the bid

22 DEADLINE FOR SUBMISSION OF BIDS

- (i) All the Tender documents are to be submitted online only in the designated covers/envelopes on the website <http://www.mstcecommerce.com/eprhome/pfccl>. Tenders/ bids shall be submitted on or before the time specified in the Tender Notice. Hard Copy as mentioned in clause no.14 of ITB must be received by BPC at an address mentioned in the **Table under Section-1 A Tender Notice under Description:** Address for Bid submission/EMD (Hard Copy). **Late Tenders will not be accepted.**
- (ii) BPC may extend the deadline for Bids by issuing Amendment(s)/ Corrigendum(s). BPC also reserves the right to extend the bid issue and submission dates without assigning any reason. In such case(s) all rights and obligations of BPC and that of the Bidders, which were subjected to the original deadline will be the new deadline.

23 LATE BIDS

Any Bid received by PFCCL after the deadline prescribed in Clause 22 (i) above shall be rejected.

V. BID OPENING AND EVALUATION**24 OPENING OF BIDS. (Opening of First Envelope)**

- A. Tender Fee, Tender Agreement, Bid Form, EMD, Signed and Stamped Copy of Bid Documents along with all clarifications/ amendments/ addendums thereof issued in the e-bidding portal, Any other document further specified in the Bidding Document duly signed and stamped on each page (Cover I) (As mentioned in 14 of ITB):-**The BPC in presence of Owner and the bidders designated representatives who chose to attend at the time and date and location specified will open the First Envelope (Cover-1) Hard copy. In case of non-submission of Tender Fee & Bid Security in Cover-1 bid submitted shall be rejected.
- B. First Envelope Cover-2 (Cover 2):-** Bid enclosed in cover II on e-bidding portal will be opened only for those who have satisfied the conditions in clause 24.A above. The technical requirements, GTP, Drawings and other documents will be examined for the compliance to Technical requirements of the Projects.

Opening of Second Envelope

- C. Price Bids (Cover 3):-** The date of opening of Price Bid shall be intimated later to the technically qualified bidders.

25 ORIGINAL BID DOCUMENT

- 25.1** The original Tender agreement as per sample Form A executed in Kerala Govt. Stamp paper worth Rs.200/ and Bid form as per sample Form B of section 4 prepared in Bidder's letter head, EMD and any other documents as mentioned in Section-2 Instruction to bidders Clause 14 shall be submitted to the ED (Unit-4&5), PFCCL in a single sealed envelope super scribed as E Tender No. PFCCL/18-19/ET/1. The envelope containing the above should reach PFCCL office on or before the bid opening date & time, failing which the bid is liable to be rejected. BPC shall not be responsible for any kind of postal/courier service delay or any other delay. All bids received without the scanned copies of documents mentioned above will be summarily rejected. The bidder shall produce the original copies of documents mentioned elsewhere in the bid documents during bid evaluation, in physical format, if required by the Department for

verification.

26 ACCEPTANCE OR REJECTION OF BID

The PFCCL / KSEBL reserves the right to accept or reject any bid without assigning any reason whatsoever. The fact that bid is prima facie found qualified on Scrutiny will not in any manner, take away the right of PFCCL / KSEBL for further detailed consideration and verification of the qualification of the bidders such as his experience, financial stability, tools and plants, all other relevant matters etc. even after the price bid is opened and considered, but before a final decision is taken regarding the award of contract, and the bidder will not have any right to question the act of PFCCL / KSEBL in considering against qualification etc. of the bidder.

27 PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of contract shall not be disclosed to bidder or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence KSEBL's/PFCCL processing of bids or award decision shall result in the rejection of his bid.

28 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparisons of bids, PFCCL/KSEBL may, at its discretion, ask any bidder for clarification of his bid, including breakdown of the prices in the BOQ. The request for clarification and the response shall be in writing or by email, but no change in price or substance of the bid shall be sought, offered, or permitted. except as required to confirm the correction of arithmetic errors noted by KSEBL in the evaluation of the bid in accordance with clause 34.

29 PRELIMINARY EXAMINATION OF FIRST ENVELOPE

- 29.1 The PFCCL will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

In case of non-submission of bid in the portal (soft copy part of the bid) within the stipulated deadline, then even if the bidder has submitted the specific documents in

hard copy part in original within the stipulated deadline pursuant to ITB 22, its bid shall be considered as incomplete bid, which shall be summarily rejected.

Similarly, in case of non-submission of Hard copy part of the bid, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as incomplete bid. Such bids will be rejected during preliminary examination.

- 29.2 The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in Format of Devotions under Section-3 to its bid, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, pursuant to ITB Clause 33.
- 29.3 Prior to the detailed evaluation, the BPC will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced in Formats of Deviations under Section-3 and/or in the Bid Form, Technical Data Sheets and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bidder's bid.

For purposes of this determination, a genuine and substantially responsive bid is one that:

A genuine bid shall be one which contains.

- a) Authenticated Documents and data.
- b) Legally enforceable Undertaking/ agreements wherever required.

A responsive bid:

- a) Shall be properly signed and dated.
- b) Shall contain required bid securities in the prescribed manner.
- c) Shall satisfy to the requirements of the terms and conditions and specifications of the bid documents without material deviation or reservation
- d) Shall be provided with all clarifications or substantiation that the BPC may require at time of Technical Bid Evaluation.
- e) Shall contain precisely the details and data required to be furnished under Formats in Section-3 and Sample Forms in Section-4 of Volume-1 and all the GTP's or any

other formats in Volume-2.

- f) Shall be furnished with prescribed agreements executed, Proforma filled in and declarations signed.
- g) Shall confirm to all terms, conditions and specifications of the bid documents without material deviation or reservation.
- h) Mentioning the price details at any other place than the designated place shall disqualify the bid and the bid shall be summarily rejected.
- i) The bidder is advised to submit the bids well before the stipulated time and date to avoid any kind of network issues, traffic congestion etc. In this regard KSEBL shall not be responsible for any kind of such issues.

A material deviation or reservation is one;

- a) which affects in the scope, quality or performance of the work
- b) which is inconsistent with the bid documents and limits the Board's right or the bidder's obligation under the contract
- c) Whose rectification would affect unfairly the competitive position of other bidders submitting substantially responsive bids.

Only the genuine and responsive bid will be considered for further evaluation for pre-qualification and comparison for selection of this successful bidder.

- 29.4 The Bids containing deviations with respect to Payment Terms mentioned in the Bidding Document are not acceptable and are liable for rejection.

30 Evaluation of Qualification Requirement of Bidders:

- 30.1 The PFCCL/Owner will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement specified in Section-2 Instruction to bidders, Clause No.3 to satisfactorily perform the contract. The BPC in accordance with the Owner shall be the sole judge in this regard and the BPC interpretation of the Qualification Requirement in accordance with the Owner shall be final and binding.

- 30.2 The PFCCL in accordance with the Owner may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract.

31 Evaluation of Techno-Commercial Part (First Envelope)

- 31.1 The PFCCL will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the PFCCL will examine the information supplied by the bidders, pursuant to ITB Clause14, and other requirements in the Bidding Documents, taking into account the following factors:

- a) overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Bidding Documents terms and Conditions, technical Specifications as identified in specified in Section-3 to the bid and those deviations not so identified; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.

32 Opening of Second Envelope (Cover-III of the e-bidding Portal)

The Second Envelope i.e., Price Part of only technically qualified bidder shall be opened.

The Price Bids shall be opened in the presence of Bid Opening Committee, Bidders shall not be permitted to witness the same as in order to carry out reverse auction, it is necessary that bidders should not know the price of other bidders.

33 Evaluation of Second Envelope (Price Part on e-bidding portal)

Cover 3 (Second Envelope of e-bidding Portal) containing the schedule of prices offered by the qualified bidders will be opened. In further evaluation, price bid of the bidders will be evaluated as per relevant clauses provided elsewhere in this document. For selecting the best bid, the prime criterion is the lowest offer. The Bid price arrived based on the individual item wise quote for materials, labour, spares and dismantled items by

each bidder i.e. **The Price Quoted under Price Schedules – 1 to 3** (which is further reflecting in Summary Sheet against Total Evaluated Price) will be compared for finding out the L-1 bidder among the technically qualified bidders. Thus arrived L-1 price shall be considered as ceiling price to start Reverse Auction. After completion of online Reverse Auction, L-1 Bidder shall be considered as successful bidder. Acceptance of the lowest tender rest with Kerala State Electricity Board Ltd, which is not bound to accept lowest or any other tender.

Illustration of Price Bid Evaluation to fix the Ceiling Price for Reverse Auction:

S.No.	Name of price Schedule	Value Quoted by Bidder (INR)			
		Bidder-1	Bidder-2	Bidder-3	Bidder-4
A	Price Schedule-1 (Labour for Complete scope of Work)	100	120	110	90
B	Price Schedule-2 (Supply of Material and Spares for Complete scope of Work)	70	110	90	110
C	Price Schedule-3 (Dismantled Material for Complete Scope of Work) (In compliance to requirement of Clause 9.14)	10	20	15	20
D=A+B-C	Total Evaluated Price (reflecting in Summary Sheet)	160	210	185	180
Ranking of Bidder		L-1 (Lowest)	L-4 (Highest)	L-3	L-2

34 CORRECTION OF ERRORS

- 34.1 Bids determined to be substantially responsive will be checked by PFCCL for any arithmetic errors. Errors will be corrected by PFCCL as follows: - where there is a discrepancy between the amount in figures and in words, the amount in words will govern.

- 34.2 The amount stated in the form of bid will be adjusted by PFCCL in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid shall be rejected and the EMD will be forfeited in accordance with clause 18 in this section.

35 CURRENCY FOR BID EVALUATION

Bid price is the sum of all payments to be made to the bidder. Prices should be quoted in Indian Rupees only.

36 E-REVERSE AUCTION

- 36.1 E- Reverse Auction (e-RA) shall be carried out in the manner as indicated herein below.

If number of Qualified Bidders are more than 3 (three), the bidder with highest price will be eliminated from the e-RA process. Only the remaining bidders shall be allowed to participate, who shall be ranked as L-1, L-2 , L-3, etc . In case of number of Qualified Bidders are less than or equal to 3 (three), all such bidders shall be permitted to participate in reverse auction.

The Applicable Ceiling Price for e-RA for bidders shall be the Lowest Total Evaluated Bid Price of any Qualified Bidder (Please refer Illustration of Price Bid Evaluation given to fix the Ceiling Price for Reverse Auction).

The e-RA shall be conducted on e-bidding portal.

- 36.2 The Qualified Bidders for e-RA shall be permitted to place their Final Offer on the electronic bidding platform, which is lower than zero point zero one (0.01) % of the prevailing L-1 bid price.
- 36.3 The initial period for conducting the e-reverse bidding will be 120 minutes. Further, it will be extended by 10 minutes from the last received bid time, if the bid is received during the last 10 minutes of the scheduled or extended bid time. Subsequently, it will be extended again by 10 minutes from the latest received bid time.
- 36.4 Notwithstanding above, the bidder(s) who either do not submit the requisite compliances for e-RA or do not participate in e-RA, their original price bid as opened, if valid, shall be considered for evaluation.
- 36.5 In the event of identical evaluated bid price from the Initial Offer having been arrived for one or more Bidders, all such Bidders shall be assigned the same rank for the purposes of determination of Qualified Bidders to participate in e-RA.

36.6 After completion of the reverse auction, the price reduced by the L-1 bidder, from the originally Total Evaluated Bid Price, shall be uniformly applied to all items **covered under Price Schedule 1, 2 &3 The bidder shall be required to submit the revised offer complying this requirement.**

36.7 **Contract Price:** After completion of online Reverse Auction, the lowest total evaluated bid price shall be considered as Contract Price.

Illustration of Discount Offered by L-1 Bidder (After Reverse Auction) and its applicability.

S.No.	Name of price Schedule	Value Quoted by Bidder (INR)			
		Bidder-1	Bidder-2	Bidder-3	Bidder-4
A	Price Schedule-1 (Labour for Complete scope of Work)	100	120	110	90
B	Price Schedule-2 (Supply of Material and Spares for Complete scope of Work)	70	110	90	110
C	Price Schedule-3 (Dismantled Material for Complete Scope of Work) (In compliance to requirement of Clause 9.14)	10	20	15	20
D=A+B-C	Total Evaluated Price (reflecting in Summary Sheet)	160	210	185	180
Ranking of Bidder		L-1 (Lowest)	L-4 (Highest)	L-3	L-2
Ceiling Price for Reverse Auction: 160 i.e. L-1 Price					
Qualified Bidders to Participate in reverse Auction: Bidder-1, Bidder-4 and Bidder 3.					
E =Final Price Offered after		150		135*	155

reverse auction				
Final Ranking of Bidder after reverse auction.	L-2		L-1	L-3
% discount uniformly applied to all BOQ items covered under Price Schedule 1, 2 &3 by L-1 Bidder.			$= (D-E)/D$	

37 ACCEPTANCE OF BID AND AWARD OF CONTRACT

On final selection of the bid for the work, the i.e. KSEB Ltd. will issue LOA to notify the successful bidder at his address for communication given in the bid, that his bid has been selected and accepted for the work order from the agreement authority, the signed copy of which, in token of acceptance by the bidder will form part of the contract agreement. This letter will contain the sum which the Board will pay to the contractor as per the accepted bid, which is called the contract price and any other conditions, terms etc. on awarding the work. The amount of performance security, date of commencement and completion of works etc. will also be included.

38 PERFORMANCE SECURITY DEPOSIT (PSD) AND CONTRACT AGREEMENT

- 38.1 Within 15 calendar days of issue of Work Order from KSEBL, the successful bidder shall furnish to KSEBL, a Performance Security Deposit (PSD) as per the Sample form E of Section 4 in the form of a Bank Guarantee or DD for an amount equivalent to 5 **(five) percent of the contract price**. The performance Security shall be in the form of DD/BG from a Nationalized Bank or Scheduled Bank except Indus Ind Bank.
- 38.2 Failure of the successful bidder to comply with the requirements of clause 29 above shall constitute sufficient grounds for cancellation of the award and forfeiture of bid EMD and other appropriate penal action.
- 38.3 **The successful bidder shall enter in to contract agreement, within 15 days from the date of orders, as per the Sample Form D and PSD BG as per sample form E of Section 4 for furnishing performance Guarantee as per clause 38.1**

Sd/-

ED (Unit-4&5)

Tender No. PFCCL/18-19/ET/1

KLP, NSIP& TLP

PFC Consulting Ltd.

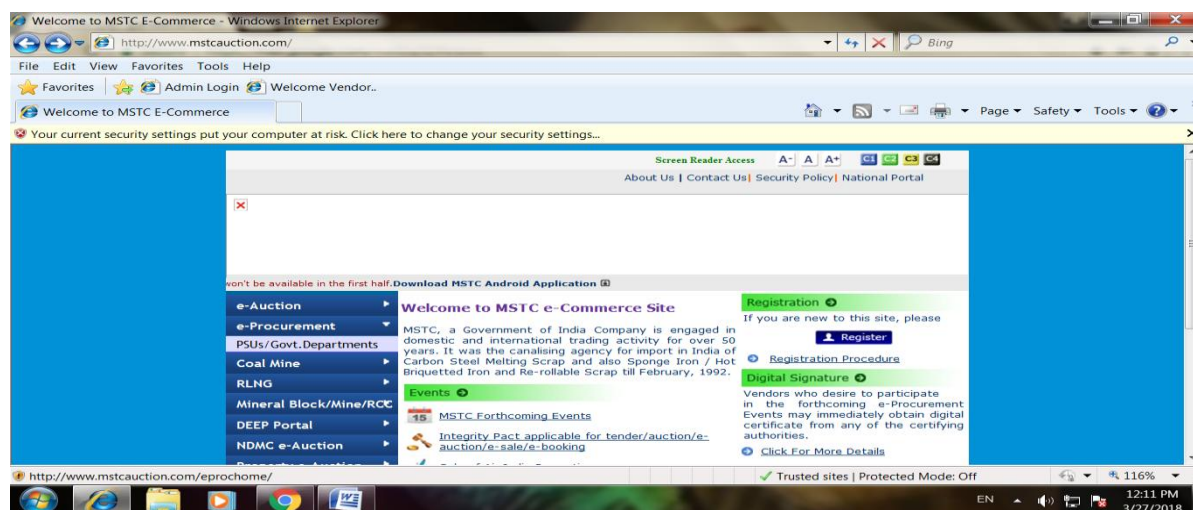
Annexure-2A to ITB

Bidder's guide for Bidding through excel based uploading on PFCCL portal:

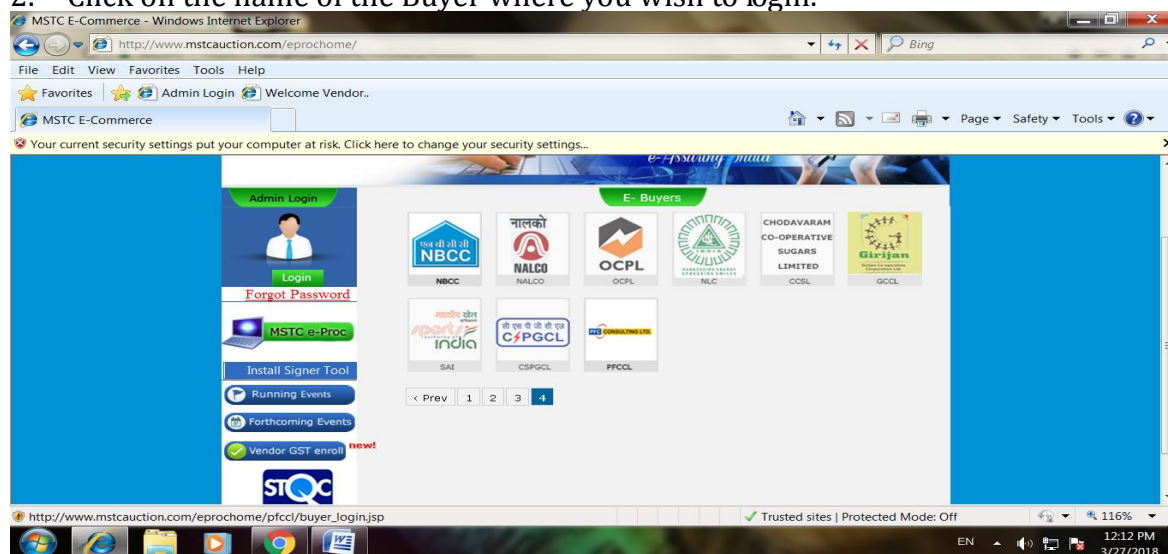
The following section is meant only to provide guidance to vendor about the e-procurement Portal of MSTC. These guidelines are subject to change from time to time depending on the development of the portal.

Vendor has to visit on the website <https://www.mstcecommerce.com> and the screen will look like.

1. Select eprocurement option then click on PSUs/Govt. department.



2. Click on the name of the Buyer where you wish to login.



3. Use Internet Explorer to go to:

http://www.mstcecommerce.com/eprochome/pfccl/buyer_login.jsp

Header: MSTC LIMITED, IBM, PFC CONSULTING LTD.

Navigation: Home | About Us | Terms of Use | Notices | Privacy Policy | Corporate site | Contact Us |

PFCCL Login

Username:

Password:

Login Reset

Reset Password?

Reset Password without DSC

[Vendor Guide](#)

[Java Download](#)

[FAQ](#)

[Download NIT/Corr.](#)

Bulletin Board

[Live Tenders](#)

[Forthcoming Tenders](#)

Welcome to PFC Consulting Limited e-Procurement...

Vendor Login

Username:

Password:

Login Reset

Reset Password?

[Register as Vendor](#)

MSTC SUPPORT

- 30 MBPS LEASE LINE
- High End IBM P-Series Server
- Skilled Support Team
- 24x7 Hrs. Support
- Disaster Recovery Site
- Best Viewed in IE 7 & Above

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4. On the right side of the page click on Register as a Vendor:

Vendor Login

Username:

Password:

Login Reset

Reset Password?

[Register as Vendor](#)

5. Fill the form that appears to create username and password.

The screenshot shows the 'New Registration' form for MSTC Limited. The form is divided into several sections: Personal Information, User Preferences, Your Contact Details, and Your Contact Address. Mandatory fields are indicated by a red asterisk. The form includes fields for Company Name, Contact Person, Company Type, Username, Password, Retype Password, Email Id, Mobile Phone No., Day Phone, Fax No., Street, City, Pin, District, Country, and State. There are also links for checking username availability and a 'Reset Password' link.

Personal Information	
Company Name *	<input type="text"/>
Contact Person *	<input type="text"/>
Company Type *	<input type="text" value="Select Company type"/>

User Preferences	
Choose a Username *	<input type="text"/> Click here to check availability of your User Id
Choose a Password *	<input type="password"/> (Your Password is Case Sensitive.)
Retype Password *	<input type="password"/>

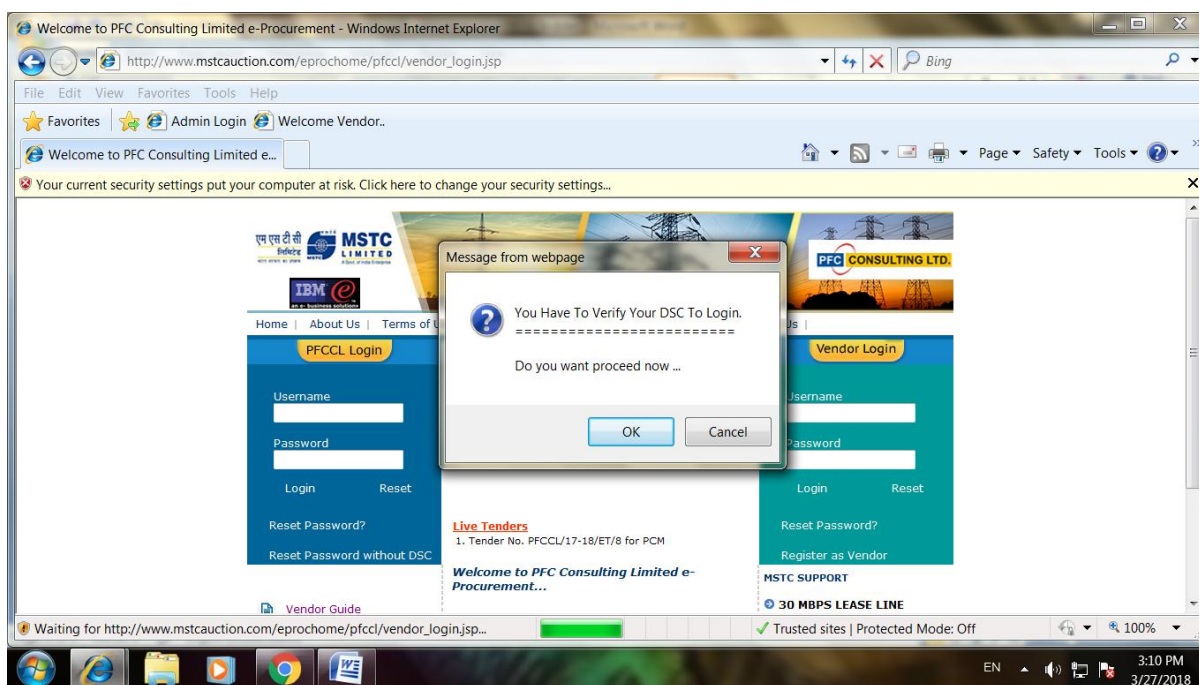
Your Contact Details	
Email Id *	<input type="text"/>
Mobile Phone No. *	<input type="text"/> (Please provide mobile no. to serve you better)
Day Phone *	<input type="text"/>
Fax No. *	<input type="text"/>

Your Contact Address	
Street *	<input type="text"/>
City *	<input type="text"/>
Pin *	<input type="text"/>
District *	<input type="text"/>
Country *	<input type="text" value="India"/> <input type="checkbox"/> Other <input type="text" value="Field Disabled"/>
State *	<input type="text" value="Select State"/>

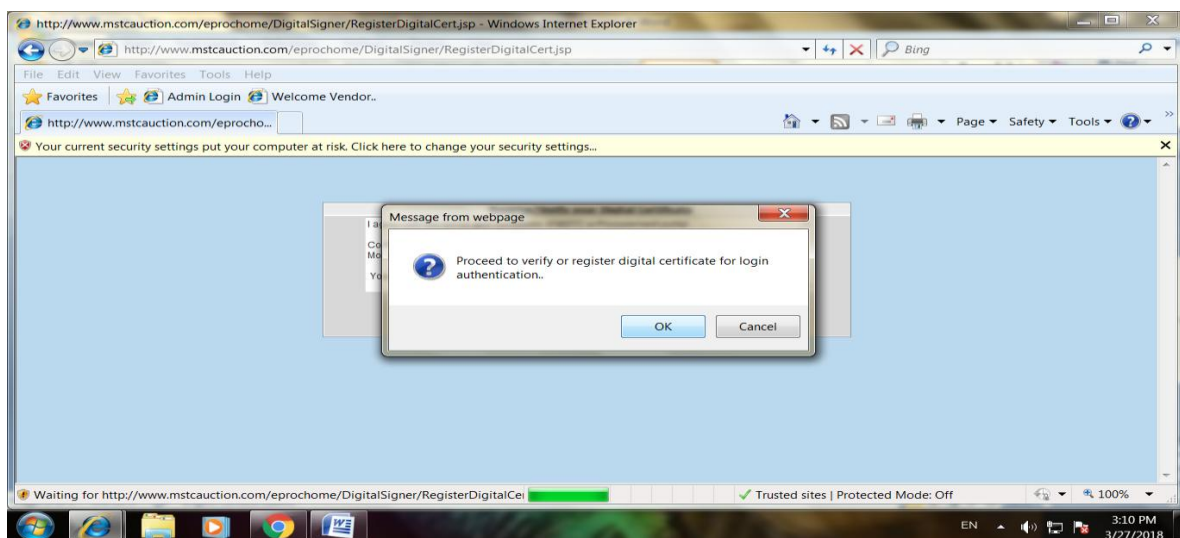
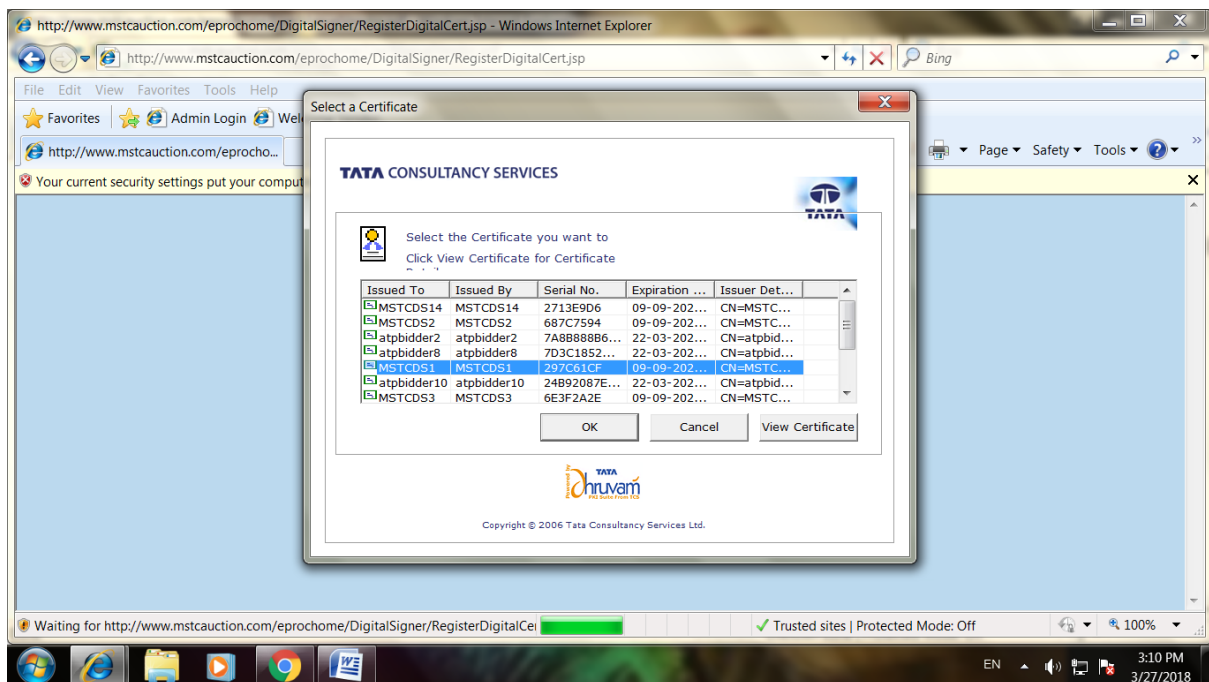
6. Once the registration is done, login with your user name and password:

The screenshot shows the 'PFCCL Login' page in a web browser. The page has a header with navigation links: Home, About Us, Terms of Use, Notices, Privacy Policy, Corporate site, and Contact Us. The main content area is divided into three columns. The left column contains the 'PFCCL Login' form with fields for Username and Password, and buttons for Login, Reset, and Reset Password. The middle column contains a 'Bulletin Board' section with a 'Live Tenders' link and a welcome message. The right column contains a 'Vendor Login' form with fields for Username and Password, and buttons for Login, Reset, and Register as Vendor. Below the Vendor Login form is an 'MSTC SUPPORT' section with a list of services: 30 MBPS LEASE LINE, High End IBM P-Series Server, Skilled Support Team, 24x7 Hrs. Support, and Disaster Recovery Site. The browser's address bar shows the URL 'http://www.mstcauction.com/eprohome/pfccl/buyer_login.jsp'. The status bar at the bottom shows 'Done', 'Trusted sites | Protected Mode: Off', and the system clock '3:07 PM 3/27/2018'.

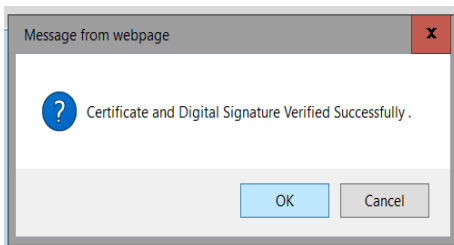
7. The system shall ask for your DSC as below



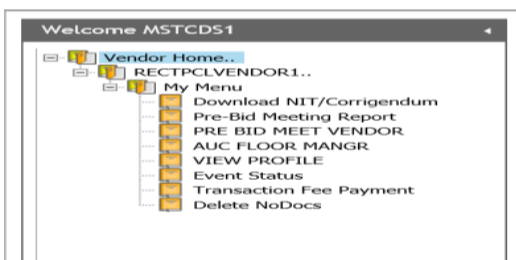
8. Click on OK and select your DSC for authentication. When you are logging into the system for the first time, system shall verify the name of the person to whom the DSC has been issued and the name of the contact person provided during registration for the user id being used for logging in. If the two names match, system will map the user id with the DSC without any prompt. If the two names don't match, system will give an alert stating that the two names are different and will ask you to confirm that the DSC being used is the correct DSC for the user id. If you proceed with the DSC, system will automatically change the contact person's name to match with the DSC Issued to name and will map the DSC with the user id for future use. For all subsequent logins, system will check if the correct pair of user id and DSC are being used or not and will allow login only if the correct pair of DSC and user id are used. Else, system will prevent you from logging into the system.



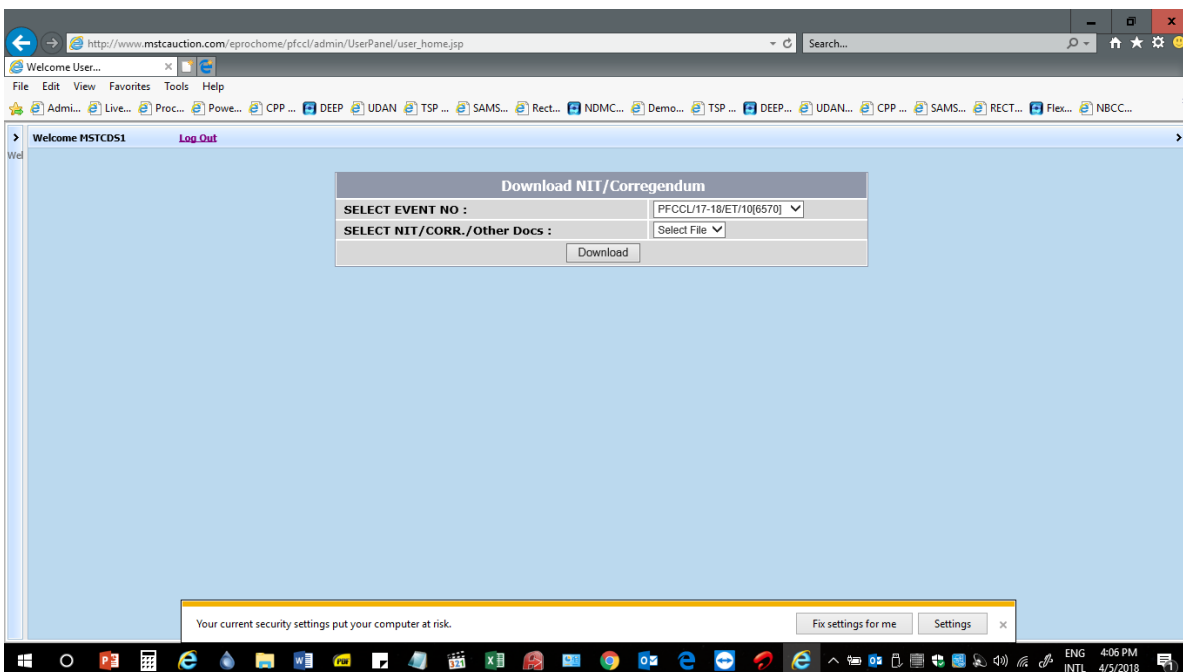
9. Your digital signature will be verified



10. Once login is complete, a bidder can access My Menu through the left side of the page:

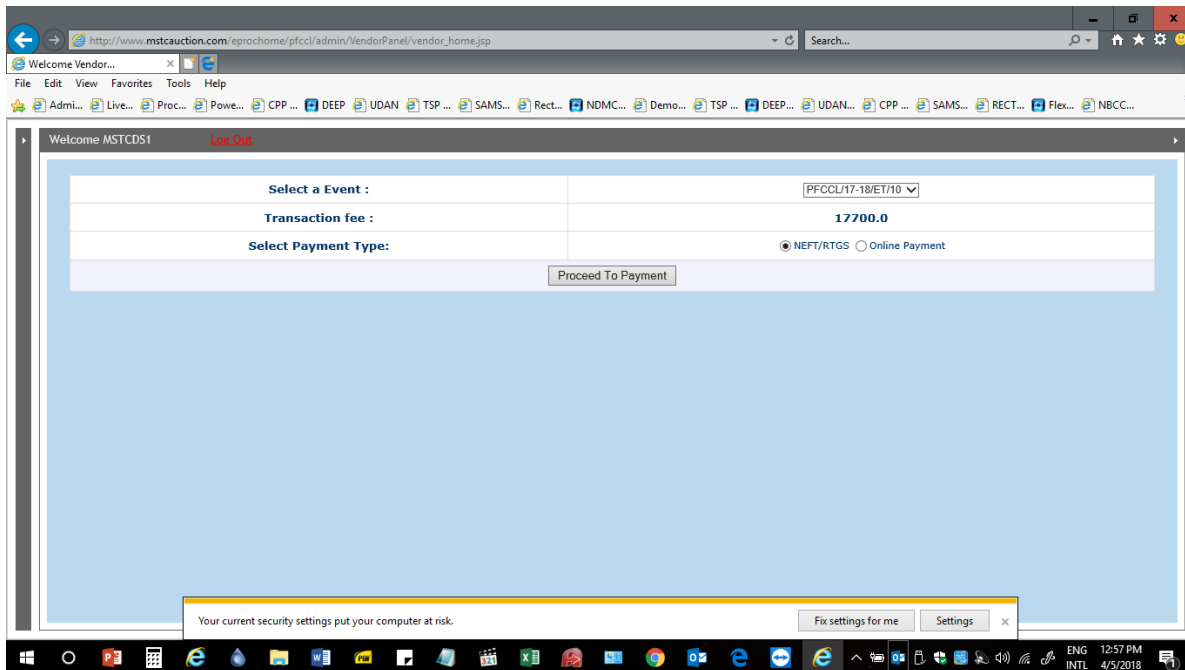


11. Here click on Download NIT/Corrigendum button to download the NIT/Corrigendums. Select Event number and click on download to download the files:

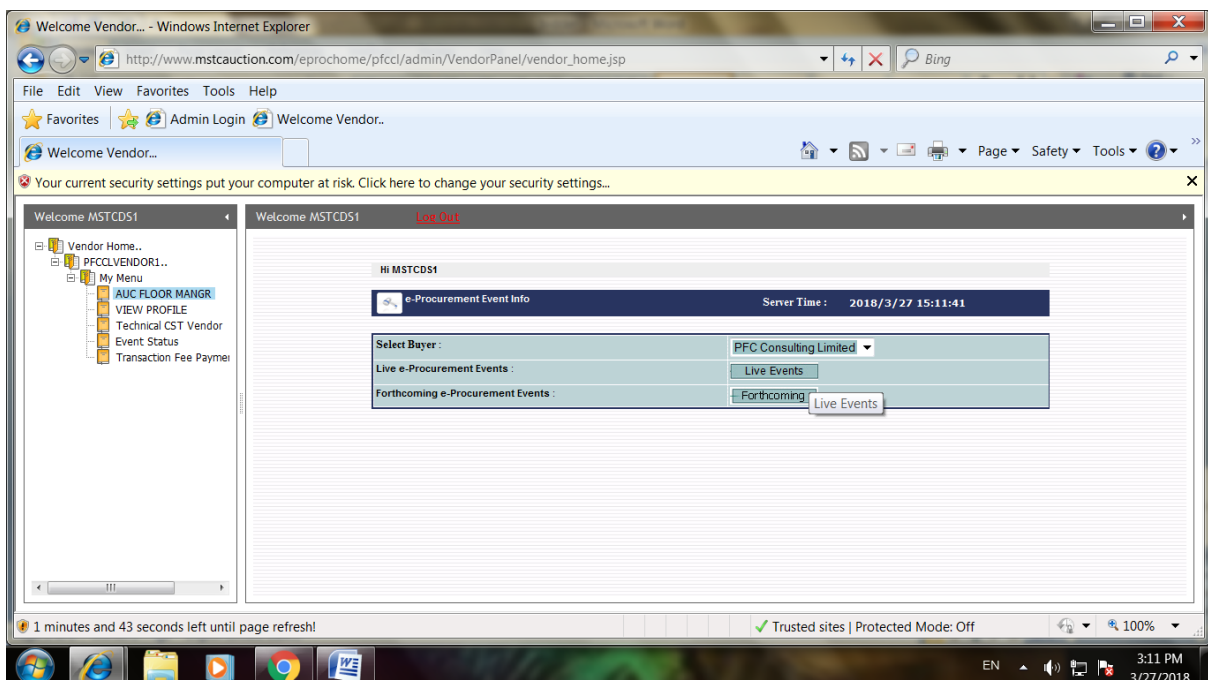


12. After going through NIT, a bidder will be required to submit the transaction fee before submitting the bid. To submit transaction fee click on transaction fee payment and select tender number. The transaction fee amount will be input by the system automatically. A bidder can deposit the transaction fee through Debit Card/Credit card/Net Banking by

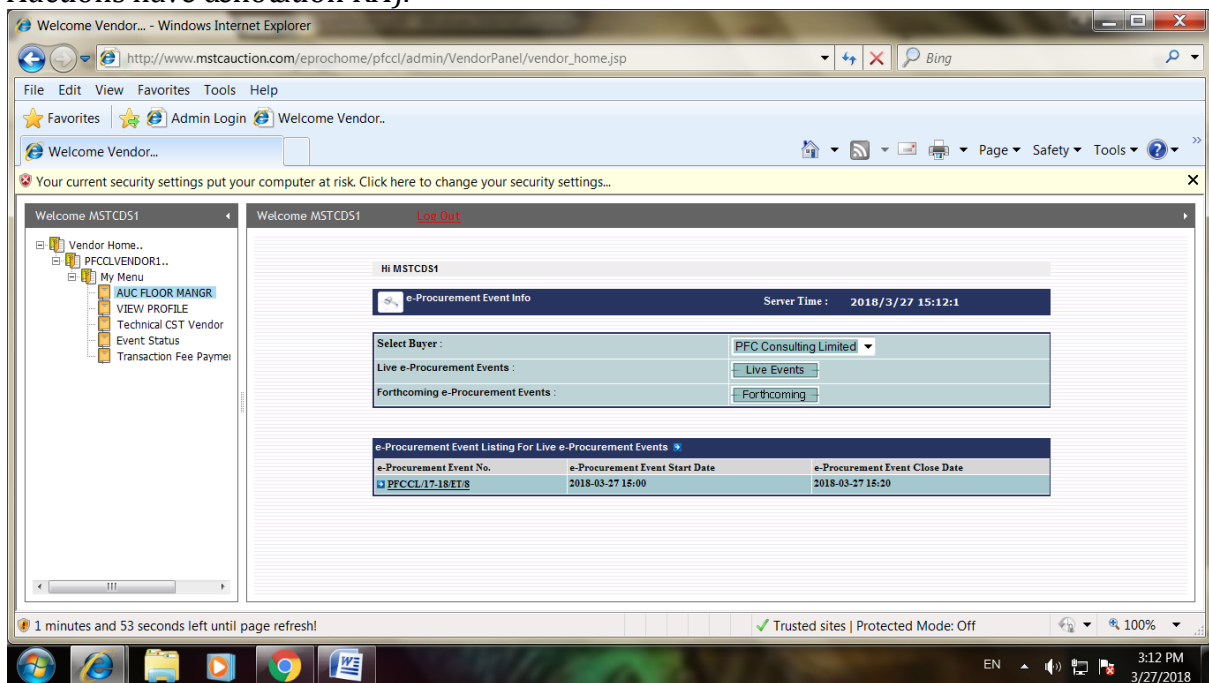
selecting the online payment option or through NETF/RTGS. Payment through online mode is authorized immediately while through NEFT/RTGS is authorized by the system upon receipt of payment (this can take approx. 1 working day).



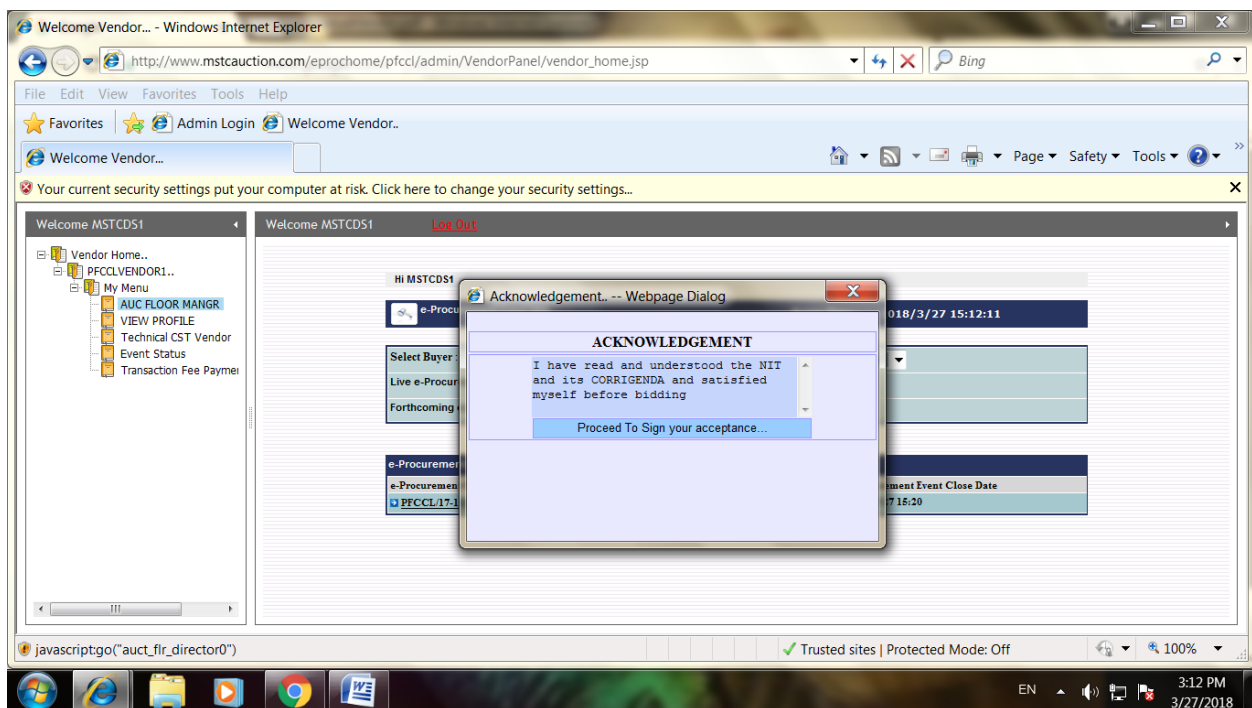
13. After the transaction fee is paid a bidder can proceed to Auc-Floor Manager through the left side My menu. In Auc floor manager click on live events to view a list of Live events. In live events select the tender number where you wish to submit a bid.

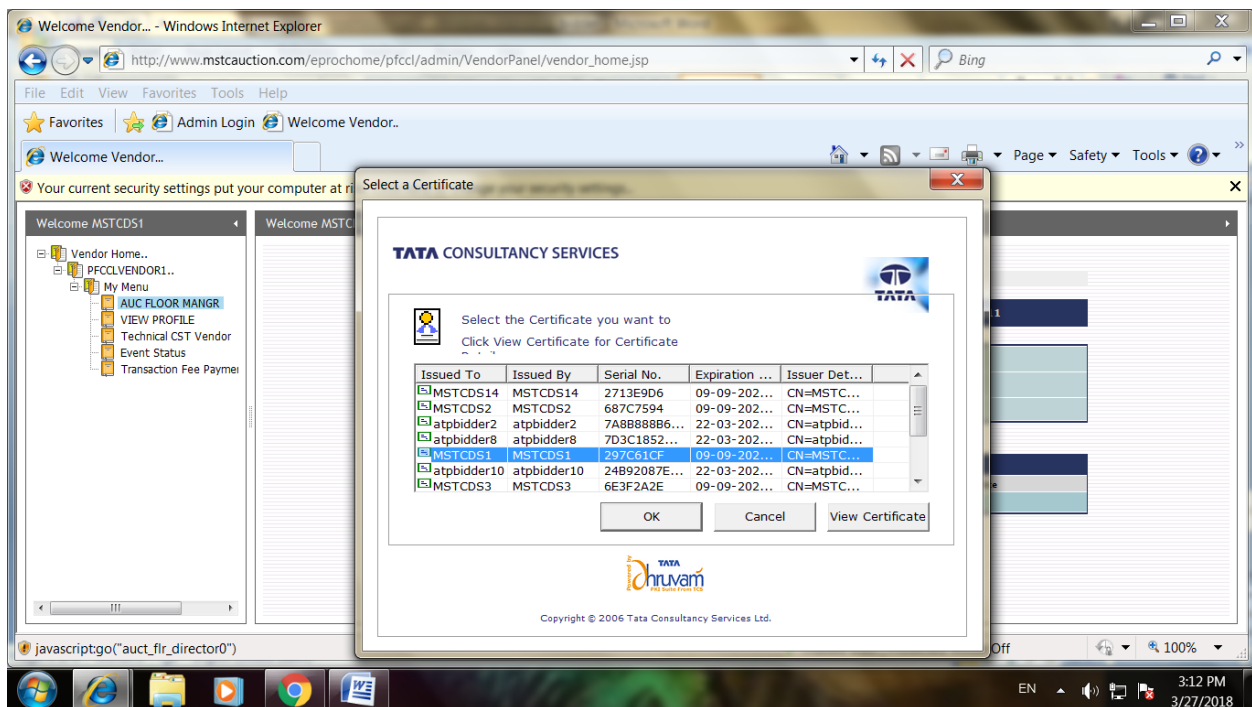


14. Select the events on which want to bid. (Tenders have the denotation ET while e-Reverse Auctions have denotation RA).

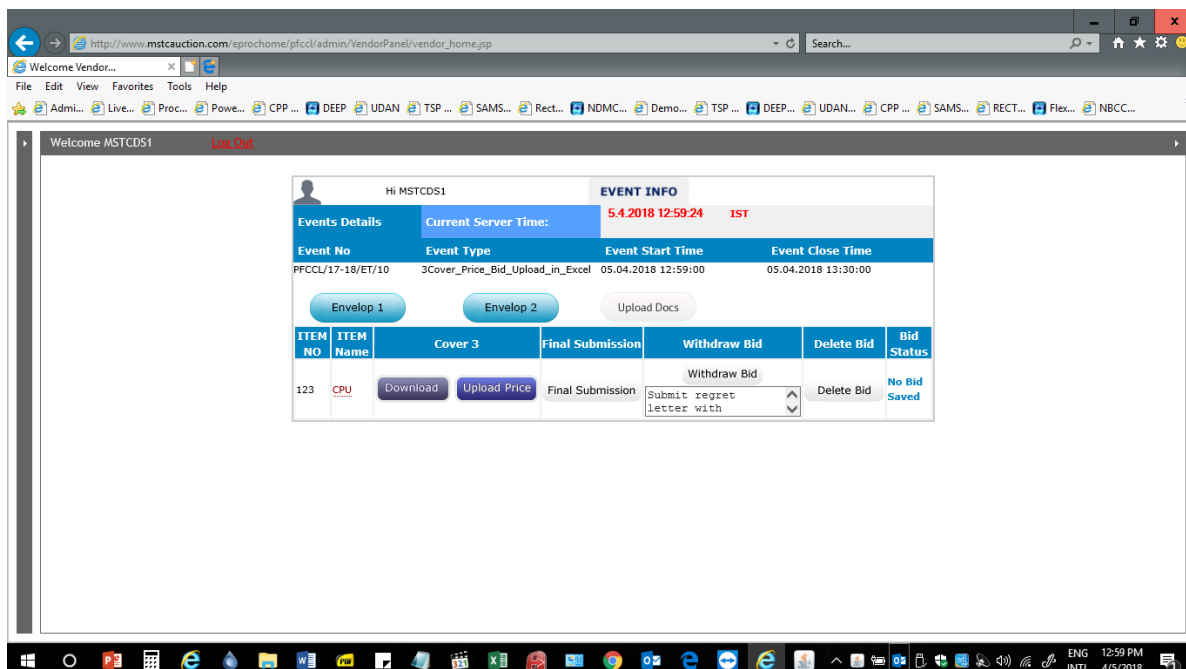


15. Click on Process to sign your acceptance then select your DSC.





16. Next the auction floor manager will be visible:



17. Click on envelop 1 to fill up commercial terms and click Save to submit.

1 minutes and 55 seconds left until page refresh!

Trusted sites | Protected Mode: Off

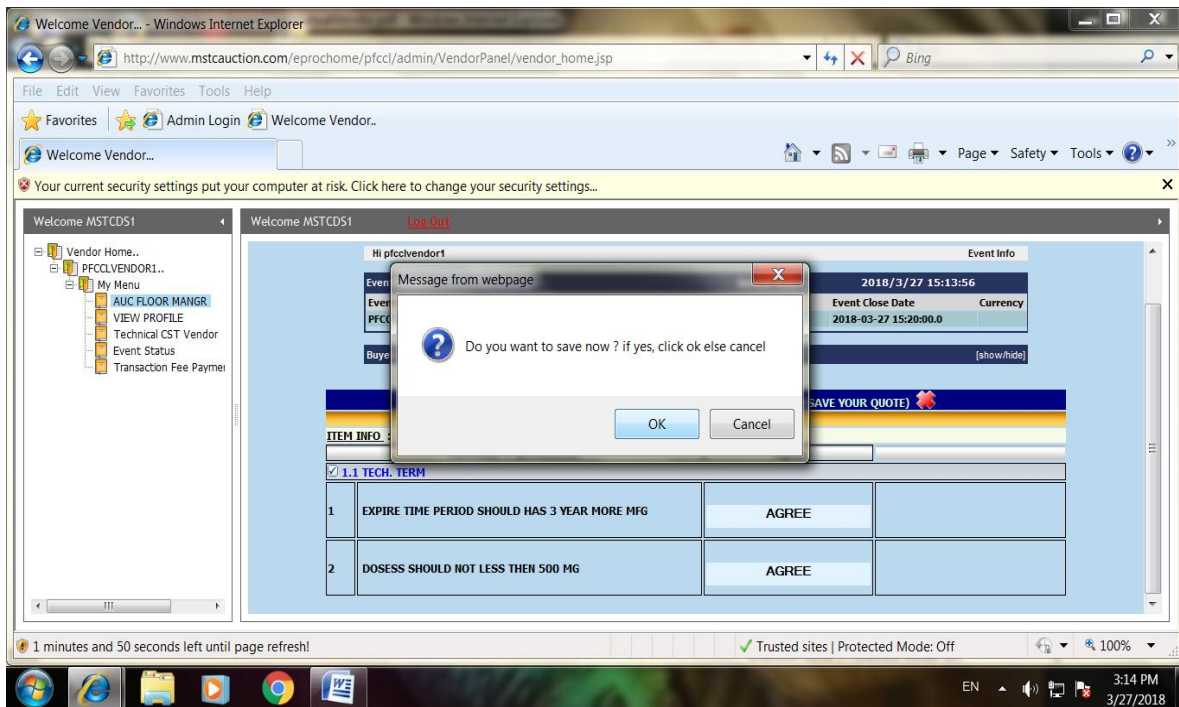
3:13 PM 3/27/2018

18. Click on envelop 2 to submit techno commercial part of the bid. Fill up detail as below for example showing below and click Save → ok.

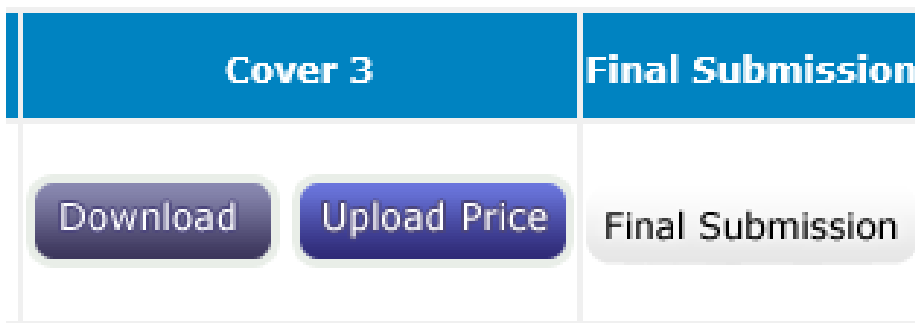
1 minutes and 50 seconds left until page refresh!

Trusted sites | Protected Mode: Off

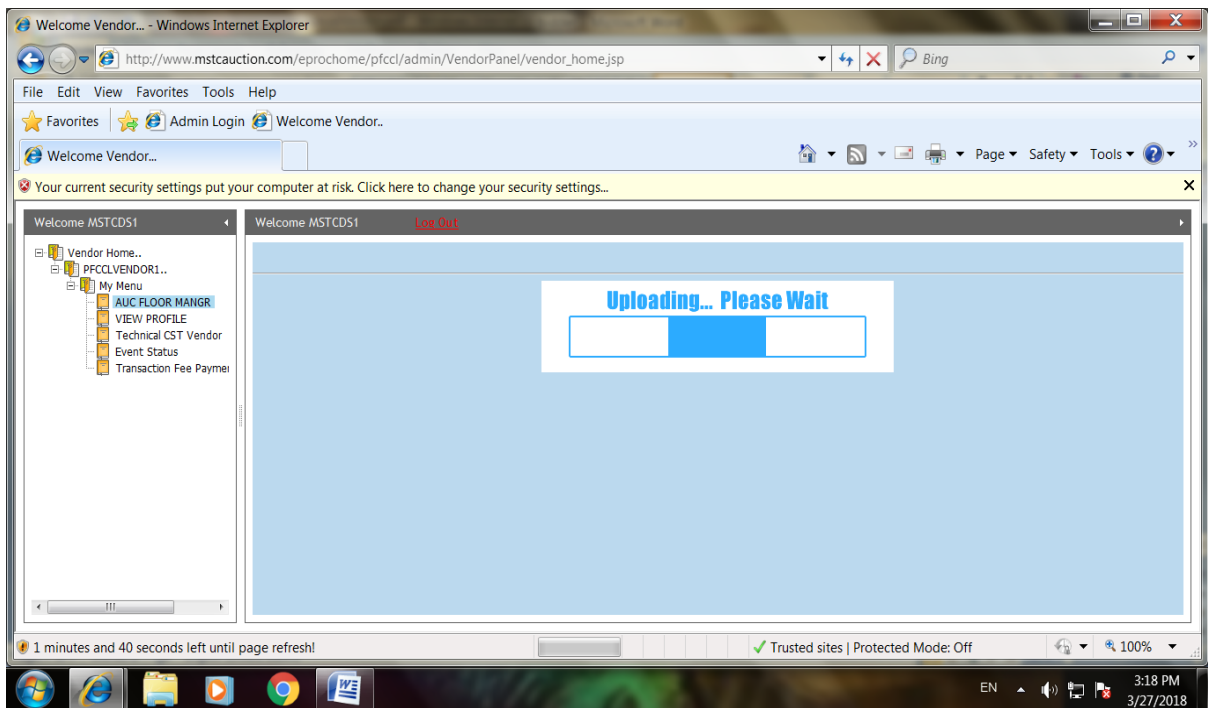
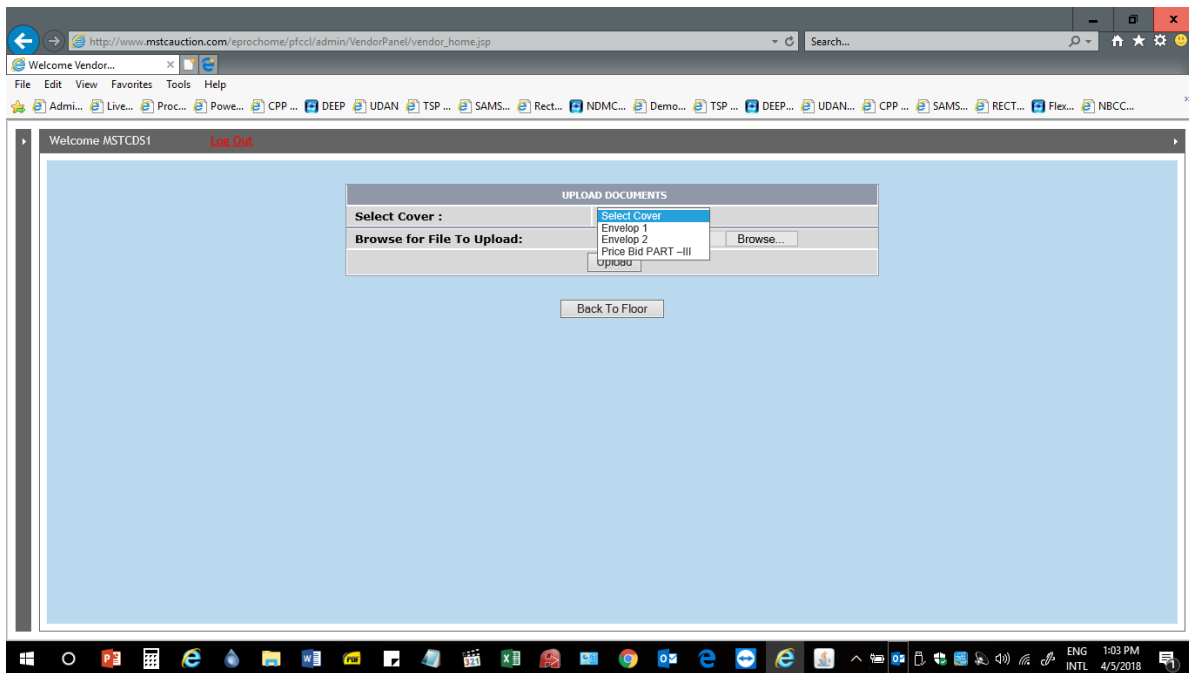
3:13 PM 3/27/2018

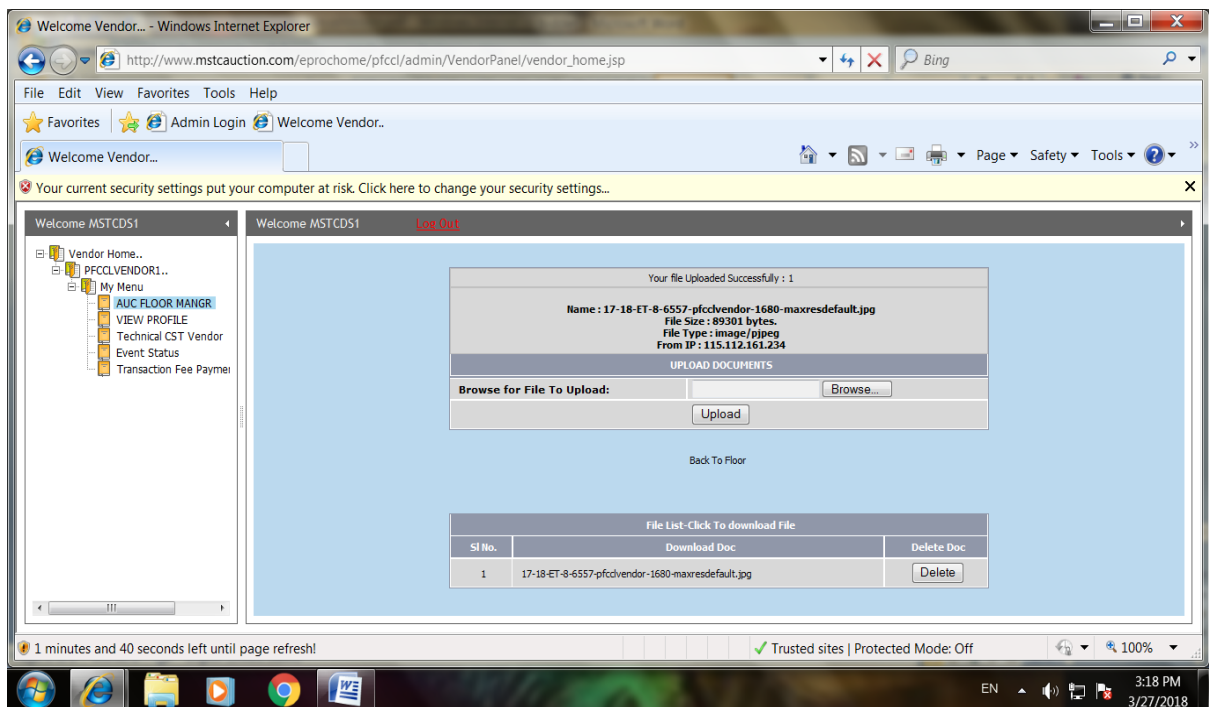


19. Click on download in cover 3 to download the excel format for filling price bid. Download it and fill it without changing the name of the file. Once finished, click on upload price button to upload the price bid.

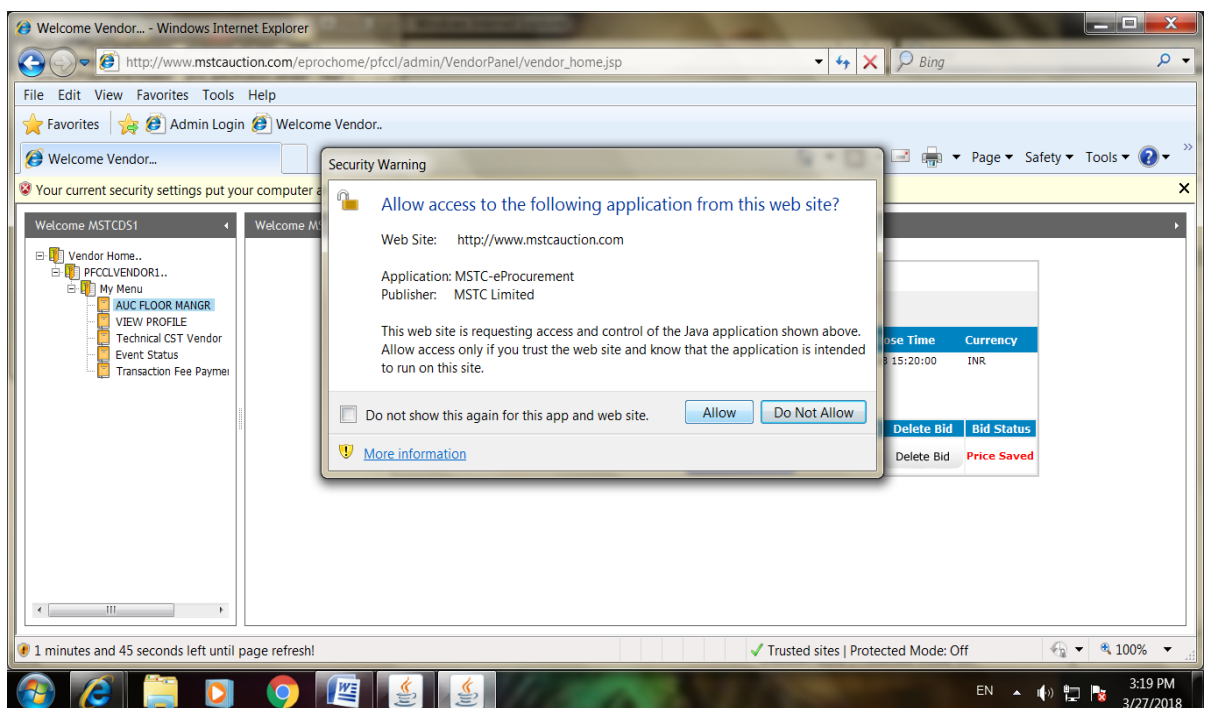


20. Click on upload Docs → select cover, then file from browser → upload. Please note that price bid excel does not have to be uploaded here. It has to be uploaded only in Cover 3 as explained above.

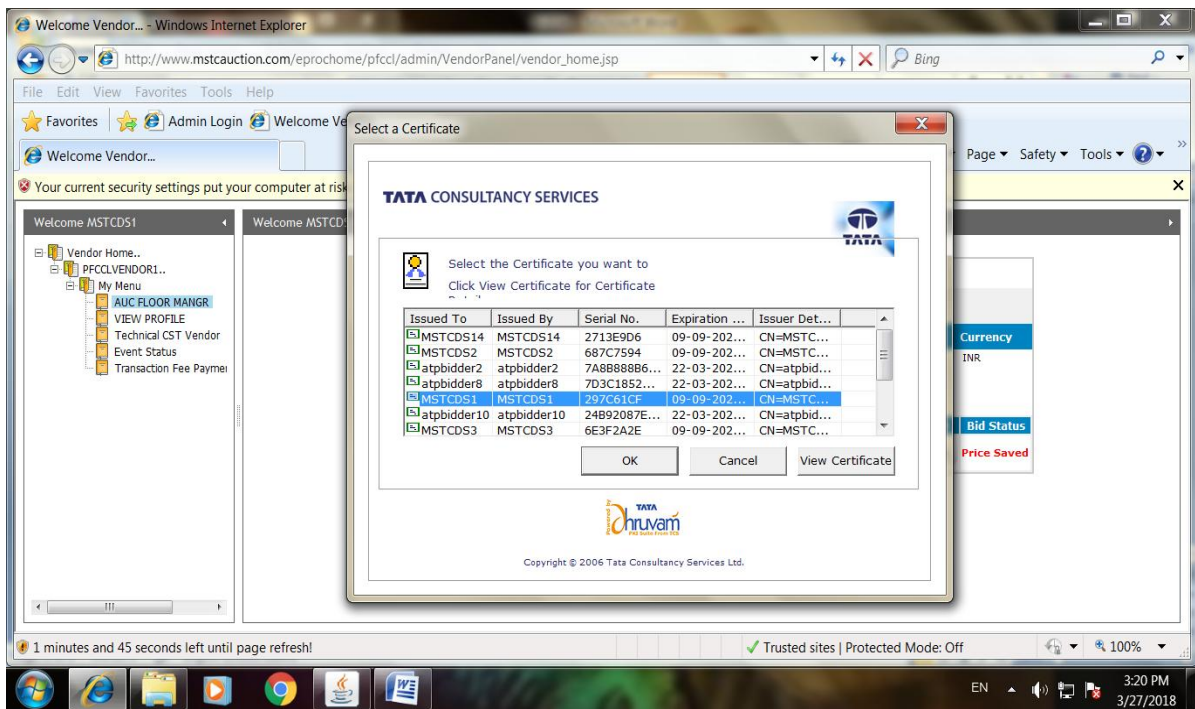
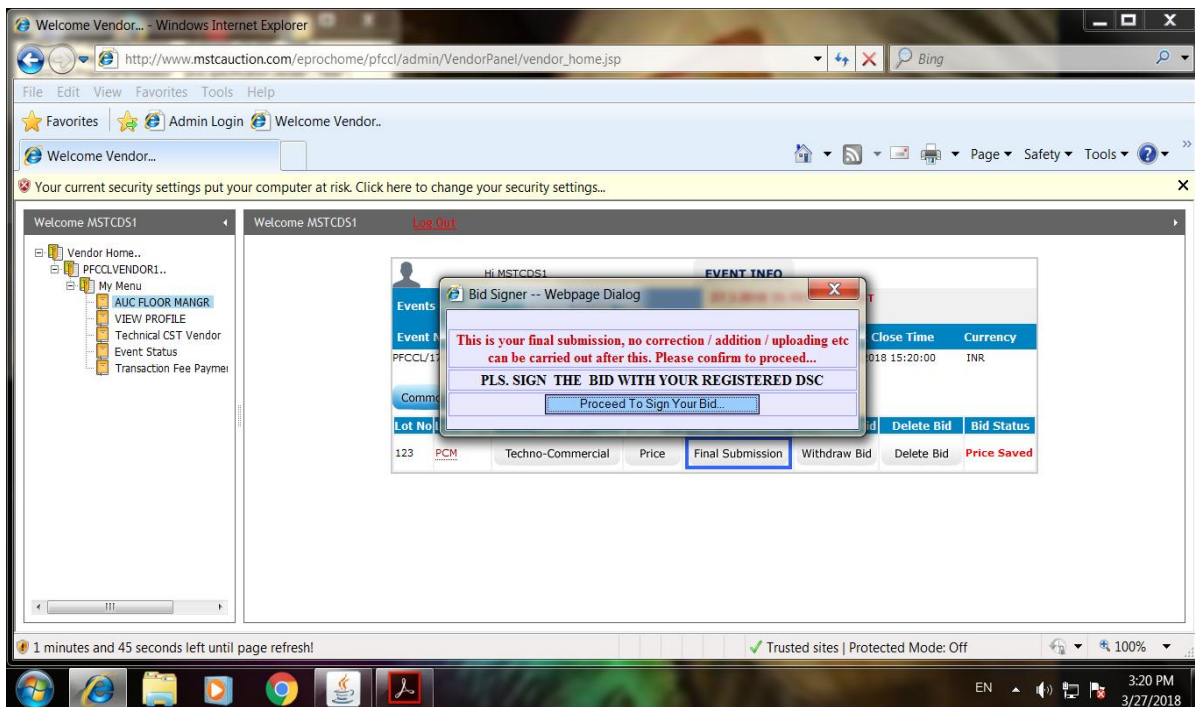




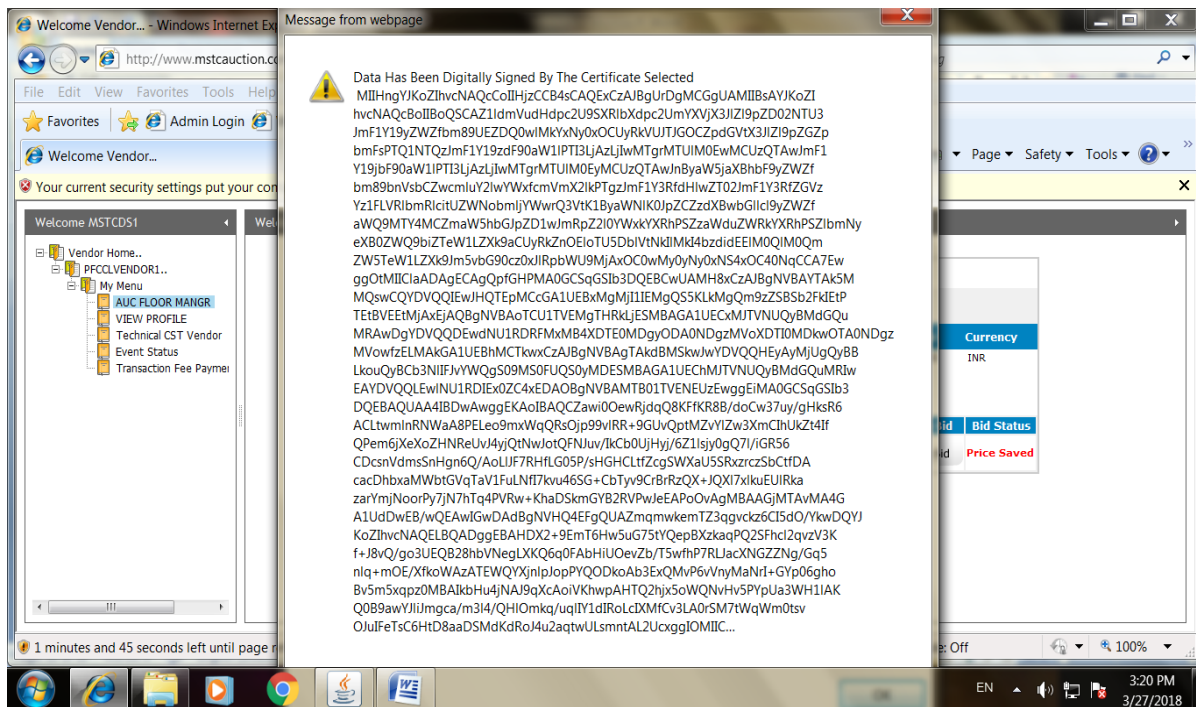
21. Come back to floor and Click on Final submission → allow access to the application → Allow



22. Click on process to sing your Bid and select your DSC→Ok



23. Bid will be submitted finally and Screen will look like it.



Note :

In case of any amendments after final submit, click on delete bid button to delete the techno-commercial and price bids and resubmit the same. Please note that at the end the bid must be final submit, otherwise the same will not be considered.

24. Process for e-Reverse Auction:

- a) The Financial Bid will comprise of two rounds. In the first round, the total Initial Price Offer (submitted online along with the Techno Commercial) of the Technically Qualified bidders shall be opened and total Initial Price Offer shall be ranked on the basis of ascending order for determination of the L-1 bid. This L-1 Bid shall become the ceiling price for start of e-reverse auction. The qualified bidders shall be permitted to place their Revised Price Offer on the electronic bidding platform which must be lower than 0.01% of prevailing L-1 Price. Prevailing L-1 price will be displayed to all the bidders up to the point no other bidder out bids that offer by quoting a lower price. All bidders may reduce their bids by any amount in the multiples of 0.01% of prevailing L-1 bid (rounded to the nearest whole number) by bidding any number of times for the duration of the auction. The initial period for conducting e-reverse auction shall be 120 minutes, which will be extended by 10 minutes from the last received bid time, if the bid is

received during the last 10 minutes of the scheduled or extended bid time. Subsequently, it will be extended again by 10 minutes from the latest received bid time.

- b) At the close of the e-Reverse auction the successful bidder will be notified by email that their bid amount _____ received in the system is the lowest amount in the system. They will be required to give a breakup of the bid quoted by them. The break up should be pro rata reduced (without disturbing rate of taxes) from their initial price offer at Tender stage as per the Illustration provided in the bid document i.e. for all items mentioned in Price Schedule 1, 2 & 3.

SECTION – 3

QUALIFICATION FORMATS AND OTHER SCHEDULES TO BE FILLED IN BY THE BIDDER

TABLE OF FORMATS

Formats	Description
A	Qualification Information
B	Bidders Information
C	Form of Declaration -1
D	Form of Declaration-2
E	Authorization/Undertaking Format
F	Net Worth and Solvency Certificate
G	Bidders Experience
H	Details of Work
I	List of Material supplied by the manufacturer/technical collaborator
J	Schedule of Deviations from bid conditions
K	Schedule of Deviations from technical Specifications
L	Schedule of Deviations from General and Special Conditions
M	Local Representation
N	List of Proposed Vendor/Supplier for Equipment/Materials
O	Activity Time Schedule

FORMAT A

SECTION 1.1

E-Tender No. PFCCL/18-19/ET/1

Qualification Information

(The information to be filled in by the prospective Bidder in the following pages will be used for purposes of qualification as provided for in section 2 of the Instructions to Prospective Bidders)

FOR PROSPECTIVE BIDDER

Constitutional or legal status of Prospective Bidder (Attach copy)

Name of the Registered Company

Place of Registration of the Company

Date of Registration of the Company

Principal Place of Business

Power of attorney of signatory of bid (whether copy attached -Y/N)

FORMAT A**SECTION 1.2****E-Tender No. PFCCL/18-19/ET/1**

Total annual volume of work performed in last three years: If the bidder is providing detailed information's regarding their qualifications etc. through separate attachments, then the reference number (Section/Page number) is to be listed in its respective fields:

Years	Turnkey work of Transmission line Projects		Manufacturing ACSR/HPC Conductor		Stringing of ACSR/HPC Conductor	
	Kms	Amount	Kms	Amount	Kms	Amount
2015-16						
2016-17						
2017-18						

FORMAT A**SECTION 1.3****E-Tender No. PFCCL/18-19/ET/1**

Work performed as prime contractor on works of a similar nature and volume over the last three years (if the bidder is providing detailed information's regarding their qualifications etc. through separate attachments, then please mention the reference number (Section/Page number) in its respective fields):

Project Name	Name of Client	Type and Quantity of work performed and year of completion	Nature of Contract	Value of Contract or Construction

FORMAT A**SECTION 1.4****E – Tender No. PFCCL/18-19/ET/1**

The following items of the Contractors Equipment are essential for carrying out the Works. The Prospective Bidder should list all the information requested below:- If the bidder is providing detailed information's regarding their qualifications etc. through separate attachments, then the reference number (Section/Page number) is to be listed in its respective fields:

Item of equipment	Make and age (years)	Condition (new, good, poor) number available	Owned, Leased (from whom), to be Purchased (from whom)
Civil Survey Equipment			
Construction Equipment			
Stringing and Tensioning, Equipments			
Measuring/Testing Equipment			
Any other Equipment (specify)			

FORMAT A***SECTION 1.5*****E-Tender No. PFCCL/18-19/ET/1**

Qualifications and experience of key personnel proposed for administration and execution of Transgrid 2.0 projects {Bidder to attach details}. If the bidder is providing their information through separate attachments, then reference number (Section/Page number) is to be listed in its respective fields:

Position	Name	Years of Experience	Years of experience in proposed position
Project Manager			
Survey and Line Design Engineers			
Technical Supervisors			
Civil/Mechanical/Electrical Engineer			
Skilled Line staff for line work using ACSR/HPC conductor			
Others (Specify)			

FORMAT A***SECTION 1.6*****E-Tender No. PFCCL/18-19/ET/1**

Proposed Contractors and Technology partners for Transgrid2.0 project. If the bidder is providing their information through separate Attachment, the reference number (Section/Page number) is to be mentioned in its respective fields:

Item/Section of work*	Years of Association	Execution partners/Technology partner (Name and address)	Execution partners/Technology partner's experience in similar work

Note: It may be noted by the Prospective Bidder that the Execution partners intended to be deployed as listed above for specific tenders of works shall be as per qualifying conditions of bidding document conditions.

FORMAT A

SECTION 1.7

E-Tender No. PFCCL/18-19/ET/1

Bidder to list below and attach copies of Financial reports for the last 3 years consisting of Balance Sheet, Profit and Loss account, Auditor's reports etc. List them below and attach copies. If the Bidder is providing detailed information's regarding their qualifications etc through separate attachments, then reference number (Section/Page number) is to be provided in its respective fields:

--

FORMAT A

SECTION 1.8

E-Tender No. PFCCL/18-19/ET/1

Evidence of access to financial resources to meet the qualification requirement: Cash in hand, networking capital, Lines of credit, etc. to be listed below (copies of support documents to be attached). If the bidder is providing detailed information's regarding their qualifications etc through separate attachments, then the reference number (Section/Page number) is to be listed in its respective fields:

FORMAT A

SECTION 1.9

E-Tender No. PFCCL/18-19/ET/1

Name, address and telephone, and fax number and e-mail of the Prospective Bidder's bankers, who may provide references, if contacted by the KSEB Ltd. If the bidder is providing detailed information's regarding their qualifications etc through separate attachments, then reference number (Section/Page number) is to be mentioned in its respective fields:

--

FORMAT A***SECTION 1.10*****E-Tender No. PFCCL/18-19/ET/1**

Bidder to provide the details of dispute / litigation, if any:

Party(ies)	Cause of dispute	Amount involved	Name of Court/Forum

Signature :

Name :

Place :

Name of Company :

Date :

Address :

FORMAT B***Bidders Information***

(If the bidder is providing detailed information's regarding their qualifications etc through separate attachments, then reference number (Section/Page number) is to be mentioned in its respective fields):

Sl. No.	Questions	Replies by the Bidder
1.	Name of Bidder	
2.	Nationality of Bidder	
3.	Head office Address Telephone Telex/Fax E-mail	
4.	Former Name of Company (If any)	
5.	Branch Offices and Addresses	
6.	Type of organization Individual Partnership Incorporated company	
7.	Year established and where	
8.	Whether the Bidder is	
a)	Member of a group of Companies (If yes, give name, address, connections and descriptions of the other companies)	
b)	Subsidiary of a large Organization	
c)	Are you a manufacturer of Transmission Towers/ACSR/ACCCConductor? If Yes, give details.	
9.	The guarantee period offered	
10.	Have you satisfactorily executed supply & installation of transmission towers/transmission lines using ACSR/ACCCConductor for voltage greater than 220kV? If so, please furnish	

Sl. No.	Questions	Replies by the Bidder
	details and particulars of such works in the relevant format attached. Furnish certificates in respect of the important works executed by you (full details of previous experience shall be furnished)	
11.	Are you registered with any Government Department/Public Sector Undertaking? (If yes, give details)	
12.	Have you ever failed to complete any work awarded to you? (If so, when, where and why)	
13.	In how many contracts were you imposed penalties for delay? (Furnish Details)	
14.	Have you ever been denied tendering facility by any	
a)	Government Department/Public-sector Undertakings? (Furnish Declaration)	
b)	Have you ever been debarred from undertaking in any Government Department/Undertaking? (Give details) (Furnish declaration)	
15.	How many years has your Organisation been in business under your present business name?	
16.	Name and address of affiliated Subcontractor/Technical collaborator	
17.	Name of any International/National organisation for which your firm has already been registered/prequalified	
18.	What are your sources of finance? (Please give details, bank references, certificates from banks endorsing your financial stability and certificate to substantiate other sources)	
19.	Has your company ever been declared bankrupt? (If yes, please give details)	
20 a).	What is the maximum value of work that you can handle?	
20 b)	What is the maximum value of work that you have handled so far?	

Sl. No.	Questions	Replies by the Bidder
21	Give complete details with certificates regarding the completed work orders from clients preferably State Electricity Boards regarding the last three year's orders received/ executed.	
22	How much is your year-wise turnover for the last three years?	
	2015-16	
	2016-17	
	2017-18	
23	Do you intend to associate any other Manufacturer/sub-contractor for the supply/work forwhich you are giving EOI for specified supply/works as per PQ conditions. If so, please give full particulars of that/those organization(s).	

		Signature, Name and Address of Prospective bidder
Place :		
Date :		

FORMAT-C**FORM OF DECLARATION-1**

I/We

--

hereby declare that I am not in any way related to any KSEBL's servant who is in charge of or having control of this Project. I agree that if, at any stage, it is found that this declaration is untrue, the Earnest Money/Security deposit paid by me will be forfeited and the Contract entered will stand cancelled.

It is understood that the relationship with the KSEBL's servant referred to herein will be restricted to my Father, Mother, Son, Daughter, Brother, Sister, Direct Uncle, Nephew, Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law and First Cousins of the Officer concerned.

		Name and Address of Bidder
Place:	<div style="background-color: #cccccc; height: 20px; width: 100%;"></div>	<div style="background-color: #cccccc; height: 150px; width: 100%;"></div>
Date:	<div style="background-color: #cccccc; height: 20px; width: 100%;"></div>	

FORMAT-D**FORM OF DECLARATION-2**

I/We

--

hereby declare that I have not been debarred/blacklisted from undertaking similar work in any government/public undertaking. I agree that if, at any stage, it is found that this declaration is untrue, the Earnest Money/Security deposit paid by me will be forfeited and the Contract entered will stand cancelled.

		Name and Address of Bidder
Place:		
Date:		

FORMAT-E**AUTHORIZATION/UNDERTAKING FORMAT**

(For each manufacturer/Contractor one sheet to be furnished in the letter head of respective agencies duly signed by both)

Declaration by Proposed Manufacturer/Manufacturer Dealer/Sub contractor/Technology Partner/Execution Partner

Sub: Bidding Doc. No.

I/We

hereby undertake that we are willing to work as authorised supplier/subcontractor/technical

collaborator for related to the Transgrid 2.0 project tenders and agree to abide all conditions of KSEBL including that of warranty and BG requirement for the items of work/supply undertaken by us.

Signature

		Name and Address of Bidder
Place:		
Date:		

FORMAT-F

NETWORTH and SOLVENCY CERTIFICATE

NETWORTH CERTIFICATE:

Certificate date: _____

Submitted by: _____

CERTIFICATE

(To be given by a practicing Chartered Accountant within a period of 6 months prior to the date of submission of the bid)

This is to certify that the Net worth of M/s. _____ as on _____ as per the statement of computation of even date annexed to this report is Rs.(Rupees _____ only).

We further certify that: The computation of Net worth, based on my / our scrutiny of the books of accounts, records and documents, is true and correct to the best of my / our knowledge and as per information provided to my / our satisfaction.

This certificate is issued on the request of..... (Name and address of the bidder) to produce before the KERALA STATE ELECTRICITY BOARD LIMITED.

Place:

For (Name of Accounting Firm)

Date:

Name of Partner/Proprietor _____

Membership Number

Rubber Stamp

Note: Detailed computation to be attached to this certificate.

FORM OF SOLVENCY CERTIFICATE

(To be issued by Nationalized or approved Scheduled Bank, within a period of 6 months prior to the date of submission of the bid)

This is to certify that M/s..... has been banking with us for past.....years and certify that.....(Name and address of the prospective Bidder) are respectable and can be considered good for an amount up to Rs..... /- (Rupees.....)

This certificate is issued on the request of..... (Name and address of the prospective Bidder) to produce before the KERALA STATE ELECTRICITY BOARD LIMITED. Name and address of the Authorised Signatory

Seal of the Bank

Place & Date:

FORMAT-G**BIDDER'S EXPERIENCE**

The Prospective Bidder shall furnish here a list of similar jobs executed for last 10 Years by him to whom a reference may be made by KSEBL (Testimonials/ documentary proof have to be attached separately). If the bidder is providing detailed information's regarding the same through separate attachments, then reference number (Section/Page number) is to be mentioned in its respective fields:

Sl No.	Name and Description of work	Value of work	Period of construction and date of completion	Client	Persons to whom reference may be made

		Name and Address of Bidder
Place:	<input type="text"/>	<div style="border: 1px solid black; height: 150px; width: 100%;"></div>
Date:	<input type="text"/>	

FORMAT-H**DETAILS OF WORKS**

Details of works done by the contractor for KSEBL or similar utilities like PGCIL, other Transcos (Proof to be attached). If the bidder is providing detailed information's regarding the same through separate attachments, then please mention the reference number (Section/Page number) in its respective fields:

Sl No.	Name of Work	Other Details		
		Name of Utility	Acting as main contractor/Subcontractor/Supplier	Value of work

		Name and Address of Bidder
Place:	<input type="text"/>	<div></div>
Date:	<input type="text"/>	

FORMAT-I*(One form for one agency to be furnished)*

List of materials supplied by the manufacturer/technical collaborator for last five years.

If the bidder is providing detailed information's regarding the same through separate attachments, then reference number (Section/Page number) is to be mentioned in its respective fields.

Note: List of materials supplied by the manufacturer/technical collaborator for item 1d, 1e and 1f of Eligibility and Qualification of Intended Prospective Bidders also required

Sl No.	Details of materials supplied	Other Details		
		Client	Acting as Manufacturer/ Dealer	Value of Supply Signature, Name and Address of Prospective bidder Place :

		Name and Address of Bidder
Place:	<input type="text"/>	<div style="border: 1px solid black; height: 150px; width: 100%;"></div>
Date:	<input type="text"/>	

FORMAT J**SCHEDULE OF DEVIATIONS FROM BID CONDITIONS**

To,
 ED (Unit-4&5),
 PFC Consulting Limited
 9th Floor, A-Wing, Statesman House
 Connaught Place, New Delhi – 110 001
 Tel: 011 – 23443904, Fax : 011-23443990
 Email- pfcl.itp@pfcindia.com
 Dear Sirs,

Sub: - Deviations from bid conditions

In respect of whatever has been stated to the contrary anywhere else in our offer, only the following (as in the Schedule of deviations) are the deviations and variations from and exception to the specifications in this bid. These deviations and variations are exhaustive. Except these deviations, the entire supply /work will be effected / carried out as per your bid specifications and documents. Further I/We agree that additional conditions if any, found in the offer other than those stated below, except those pertaining to any rebates offered/reductions in cost, the Board shall not be given effect to. I / We also certify that the financial implication of these deviations to be withdrawn has also been furnished.

		Name and Address of Bidder
Place:	<input type="text"/>	<input type="text"/>
Date:	<input type="text"/>	

FORMAT-K
SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS

All deviations from Technical specifications shall be filled in by the Bidder clause by clause in this schedule.

Section	Specification No.	Clause No.	Deviation	Monetary Implication

The Bidder hereby certifies that the above mentioned are the only deviation from KSEBL's technical specifications for this Bid. The Bidder confirms that in the event of any other data and information being present in the Bidder's proposal and accompanying documents including drawings, catalogues etc. and are at variance with the specific requirements laid out in the KSEBL's technical specifications, then the later shall govern and will be binding on the Bidder for the quoted price.

		Name and Address of Bidder
Place:		
Date:		

FORMAT-L
SCHEDULE OF DEVIATIONS FROM GENERAL & SPECIAL CONDITIONS

All deviations from general conditions shall be filled in by the Bidder clause by clause in this schedule.

Section	Specification No.	Clause No.	Deviation	Monetary Implication

The Bidder hereby certifies that the above mentioned are the only deviation from KSEBL's general conditions for this Bid. The Bidder confirms that in the event of any other data and information being present in the Bidder's proposal and accompanying documents including drawings, catalogues etc. and are at variance with the specific requirements laid out in the KSEBL's general & special conditions, then the later shall govern and will be binding on the Bidder for the quoted price.

		Name and Address of Bidder
Place:		
Date:		

FORMAT-M***LOCAL REPRESENTATION***

The bidder shall furnish general information in the following format, related to therepresenting company / firm.

Name of the Firm:		
Head office address:		
Contact persons:		
Telephone No.		
Office:		Residence:
Fax No. Telex:	E mail	
3672	ID:	
Place of incorporation/Regn.		
Year of incorporation/Regn.		

FORMAT – N

***LIST OF PROPOSED VENDOR/SUPPLIER
FOR EQUIPMENT/MATERIALS OTHER THAN THE APPROVED LIST AS PER
ANNEXURE III***

The bidder shall furnish SPECIFIC MANUFACTURERS/VENDORS ONLY

Item No	Material/Item name as per Tech specs of this project	OPTION 1: Name and address and contact of the Manufacturer/ Vendor	Expiry date of the Validity of Approval of the said vendor by PGCIL	OPTION 2: Name and address and contact of the Manufacturer/ Vendor	Expiry date of the Validity of Approval of the said vendor by PGCIL
1	ACSR Panther conductor				
2	Polymer long rod composite insulators				
3	Hardware and accessories for ACSR Panther conductor				
4	7/3.66 Galvanized Steel earth wire				
5	Fully Galvanized narrow based Transmission Tower				
6	Aviation warning system				

Item No	Material/Item name as per Tech specs of this project	OPTION 1: Name and address and contact of the Manufacturer/ Vendor	Expiry date of the Validity of Approval of the said vendor by PGCIL	OPTION 2: Name and address and contact of the Manufacturer/ Vendor	Expiry date of the Validity of Approval of the said vendor by PGCIL
7	Earthing system				
8	48 Fibre OPGW				
9	48 fibre OPGW hardware				
10	Joint Box for OPGW				
11	FODP for OPGW				

Note: Add any other items, not specifically mentioned.

		Name and Address of Bidder
Place:		
Date:		

FORMAT-O**ACTIVITY TIME SCHEDULE****Start date: 15 days from the date of detailed work order**

(Fill up in number of days)

Mile Stone	Item of Work	Completion Dates		Remarks
		From	To	
KOTTAYAM LINE PACKAGE, NORTH – SOUTH INTERLINK PACKAGE (Phase – I) & THRISSIVAPERUR LINES PACKAGE (PHASE-I)				
Construction / Up gradation of 220/110kV line using MCMV/narrow base Towers				
(Separate sheets to be filled up for each of the Project / Sub-project)				
1	Supply of materials			
2	Completion of stub setting and foundation of Towers			
3	Dismantling the existing Towers and line			
4	Tower assembly and erection and tightening of bolts punching			
5	Stringing Line conductors			
6	Stringing Ground wires/OPGW and earthing			
7	Final tensioning, Sag correction, testing and commissioning			

Mile Stone	Item of Work	Completion Dates		Remarks
		From	To	
8	Name/Sign Boards, Aviation warning, Muffing the chimneys, etc			

Note: Since the existing substations are to be fed back for taking shut down, phase wise execution only will be allowed sequentially.

		Name and Address of Bidder
Place:		
Date:		

SECTION – 4

SAMPLE FORMS

TABLE OF SAMPLE FORMS

Sample forms	Description
A	Tender Agreement (To be submitted by the bidder in Kerala Govt. Stamp paper worth 200/-)
B	Bid Form (To be submitted by the bidder in Bidder's Letter head)
C	Letter of Acceptance (Draft only)
D	Contract Agreement Format (Draft only)
E	Bank Guarantee in Lieu of Performance Security (Draft only)
F	Bank Guarantee in lieu of Earnest Money Deposit

SAMPLE FORM A
TENDER AGREEMENT

(In non-judicial Kerala Government stamp paper worth Rs.200/-)

“Articles of Agreement executed on this the.....day of Two Thousand and ...
 Between The KERALA STATE ELECTRICITY BOARD LIMITED acting through (the designation
 of the office who has invited this tender)
hereinafter referred to as “the Board”) on one part and
 Sri..... (the name
 and address of the bidder) herein after referred to as “bounden”) on the other part.

WHEREAS in response to the invitation for tenders, contained in Notification No.
 Dated Inviting tenders the bounden has submitted to the Board a bid for the
 Specified therein subject to the terms and conditions contained
 in the said tender;

Whereas the bounden has also deposited with the Board a sum of Rs.....as earnest
 money for execution of an agreement undertaking the fulfilment of the contract in case his
 tender is accepted by the Board. NOW THESE PRESENTS WITNESSES and it is hereby mutually
 agreed as follows:

1. In case the bid submitted by the bounden is accepted by the Board and the contract for
 is awarded to the bounden, the bounden shall within
 days of acceptance of his bid, execute an agreement with the Board incorporating all the
 terms and conditions under which the Board accepts his bid.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms
 and conditions governing the contract, the Board shall have power and authority to recover
 from the bounden, any loss or damages caused to the Board by such breach as may be
 determined by the Board, appropriating the earnest money if found to be inadequate, the
 deficit amount may be recovered from the bounden and his properties movable and

immovable and also in the manner hereinafter contained.

3. All sums found due to the Board under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable, under the provisions of the Revenue Recovery Act, for the time being in force as though such sums are arrears of land revenue and also in such other manner as the Board may deem fit.

In witnesses where of Sri.
..... (Name and Designation) for and on behalf of KSEBL and Sri.
..... The bounden have hereunto set their hands the
day and year shown against their respective signatures.

Signed by Sri.....

In the presence of Witnesses:

1.

2.

Signed by Sri. (Contractor's signature with Date)

In the presence of Witnesses:

1.

2.

SAMPLE FORM B

E- Tender No. PFCCL/18-19/ET/1

Bid Form

(Sub-project wise on Bidder's Letter head)

Name of the Project and identification No.

To

The Deputy Chief Engineer with full powers of Chief Engineer,
TransGrid (South),
Kerala State Electricity Board Limited,
HMT Colony - Kerala 683 503

GENTLEMEN

I / We the undersigned have carefully examined and understood the bid documents. I/We hereby agree for the works of **Execution of KOTTAYAM LINE PACKAGE, NORTH SOUTH INTELINK LINES PACKAGE (PHASE-I) &THRISSIVAPERUR LINES PACKAGE (PHASE-I) on Turnkey Basis** as per the terms and conditions of the tender mentioned above.

This bid and your written acceptance shall be the basis for Contract Agreement. I/We understand that you are not bound to accept the lowest or any bid you receive or assign any reason therefore.

I / We further agree to sign an agreement to abide by the General Conditions of Contract and carry out all works according to specific clauses.

I / We, agree to keep this Bid open for acceptance for 180 days from the date of opening of Pre-qualification Bid or 120 days from the date of opening of price bid, whichever is earlier, thereof

and also agree not to make any modification in its terms and conditions of my/our own account.

Signed this dayof 2018

Yours faithfully,

Signature :

Seal of the Company

Name :

Address of

Date :

the Co.

1. Witness :

Signature :

2. Witness :

Signature :

SAMPLE FORM C

Letter of Acceptance

(On KSEBL' s Letterhead)

(Draft format only. Not to be filled by the bidder)

E- Tender No. PFCCL/18-19/ET/1

(Date)

To

(Name and address of the Contractor)

Dear Sirs,

This is to notify you that your bid dated for the execution of the Works for Constructing/Up-grading of 220/110kV transmission lines using MCMV / Double Circuit / Narrow base towers, wherever required, which includes dismantling of existing conductor and towers, Supplying Towers / ACSR/ACCC conductors / OPGW with all accessories, polymeric suspension / tension insulator of approved type and capacity, stringing as per the specifications and other allied works as per the tower schedule and design provided by KSEBL (including design, proto-fabrication & type-testing of 400 & 220KV Multi-circuit / Double Circuit towers), up to the full satisfaction K.S.E.B Ltd on Turnkey Contract Basis and handing over to KSEBL for the Contract Price of Rupees (Amount in figures and words) as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are advised to submit performance security and sign contract agreements within 15 days from the issue of work order. The work order will be issued within seven days.

Yours faithfully,

Signature

Name:

Title:

KSEBL :

SEAL

..... (Signature, name and title of signatory authorised to sign on behalf of KSEBL)

SAMPLE FORM D
CONTRACT AGREEMENT FORMAT

(Agreement to be executed for the turn key work in Rs.200/- worth Kerala Govt. Stamp Paper)

Agreement No.....dt.....

This deed of Agreement made on the day of..... 2018 Between **Sri., Deputy Chief Engineer with full powers of Chief Engineer, TransGrid South, Kerala State Electricity Board Limited, HMT Colony P.O., Kalamassery** acting for and on behalf of the Kerala State Electricity Board Limited herein after called the “KSEBL” of the one part and Sri..... of..... incorporated under theand having its registered Office at..... (herein after called the Contractor) of the other part.

WHEREAS KSEBL has decided to take up the work of Constructing/Up-grading of 220/110kV transmission lines using MCMV / Double Circuit / Narrow base towers, wherever required, which includes dismantling of existing conductor and towers, Supplying Towers / ACSR/ACCC conductors / OPGW with all accessories, polymeric suspension / tension insulator of approved type and capacity, stringing as per the specifications and other allied works as per the tower schedule and design provided by KSEBL (including design, proto-fabrication & type-testing of 400 & 220KV Multi-circuit / Double Circuit towers), up to the full satisfaction of KSEB Ltd on Turnkey Contract Basis and handing over to KSEBLtd and incur all other expenses required to perform the work and the Contractor shall perform every item of work as per specification with good workmanship, complete in every respect strictly in accordance with drawings, specifications, and conditions of contract as finally agreed to

AND WHEREAS KSEBL has tendered the work of Construction/Upgradation of 220/110kV transmission line using MCMV Towers which includes dismantling of existing conductors and towers and taking the scrap items in as is where is condition, Supplying Towers/ ACSR/ ACCC conductor/ OPGW with all accessories, polymeric suspension / tension insulators of approved type and capacity, stringing as per the specifications and other allied works as per the tower schedule and design provided by KSEBL, up to the full satisfaction of KSEB Ltd on Turnkey Contract Basis and handing over to KSEBLtd and incur all other expenses required to perform the work and the Contractor shall perform every item of work as

per specification with good workmanship, complete in every respect strictly in accordance with drawings, specifications, and conditions of contract as finally agreed to as defined in the Bid documents as per Tender notification No. **dated**

AND WHERE AS the KSEBL is desirous of starting the actual work of Construction/Upgradation of 220/110kV transmission line using MCMV Towers which includes dismantling of existing conductors and towers and taking the scrap items in as is where is condition, Supplying Towers/ ACSR/ ACCC conductor/ OPGW with all accessories, polymeric suspension / tension insulators of approved type and capacity, stringing as per the specifications and other allied works as per the tower schedule and design provided by KSEBL, up to the full satisfaction of KSEBL on Turnkey Contract Basis and handing over to KSEBL and incur all other expenses required to perform the work and the Contractor shall perform every item of work as per specification with good workmanship, complete in every respect strictly in accordance with drawings, specifications, and conditions of contract as finally agreed to at an early date and of completing the work without time & cost overrun for the benefit of the State.

AND WHEREAS the above said "Contract" is tendered for the execution of the work of Construction/Upgradation of 220/110kV transmission line using MCMV Towers which includes dismantling of existing conductors and towers and taking the scrap items in as is where is condition, Supplying Towers/ ACSR conductor/ OPGW with all accessories, polymeric suspension / tension insulators of approved type and capacity, stringing as per the specifications and other allied works as per the tower schedule and design provided by KSEBL, up to the full satisfaction of KSEB Ltd on Turnkey Contract Basis and handing over to KSEBLtd and incur all other expenses required to perform the work and the Contractor shall perform every item of work as per specification with good workmanship, complete in every respect strictly in accordance with drawings, specifications, and conditions mentioned herein after and as per the documents appended to this agreement.

AND WHEREAS on behalf of KSEBL, the Deputy Chief Engineer with full powers of Chief Engineer (TransGrid South), Kerala State Electricity Board Ltd., Kalamassery is responsible for the execution of the work.

AND WHEREAS the KSEBL is pleased to accept the bid submitted by the Contractor through **LOA No. issued vide No. dated** for the Manufacturing, Testing and Supply of materials, Spares, T&P; execution of the work and Sale of dismantled items at offered bid amount,

AND WHEREAS the KSEBL issued detailed work order vide **Work Order No. dated** for the execution of the works by the contractor for satisfactory completion of the project contracted for and the Contractor has furnished Performance Guarantee / Bank Guarantee No. for an amount of Rs (Rupees) of(Bank Name)... Branch, as being the performance Guarantee required for the proper performance of the contract.

AND WHEREAS the Contractor is responsible for the proper performance of the contract and the completion of the work in every aspect strictly as per the **Work Order No..... dated.....** issued to the contractor and as per the documents appended to this agreement. Now these presents witness and it is hereby mutually agreed as follows.

In this agreement, words and expressions shall have the same meaning as that are respectively assigned to them in the conditions of contract herein after referred to.

ARTICLE 1 – SCOPE OF WORK

Constructing/Up-grading of 220/110kV transmission lines using MCMV / Double Circuit / Narrow base towers, wherever required, which includes dismantling of existing conductor and towers, Supplying Towers / ACSR/ACCC conductors / OPGW with all accessories, polymeric suspension / tension insulator of approved type and capacity, stringing as per the specifications and other allied works as per the tower schedule and design provided by KSEBL (including design, proto-fabrication & type-testing of 400 & 220KV Multi-circuit / Double Circuit towers), up to the full satisfaction of KSEBL on Turnkey Contract Basis and handing over to KSEBL and incur all other expenses required to perform the work and the Contractor shall perform every item of work as per specification with good workmanship, complete in every respect strictly in accordance with drawings, specifications, and conditions of contract as finally agreed to.

The Contractor shall undertake to supply materials required for the work according to the standards and specifications in the tender documents. No representation for enhancement of rates once accepted will be considered. The approximate quantities to be supplied are shown in Schedule 2. Actual requirement shall be supplied during the execution of the work and excess if any, supplied shall be taken back. The supply should be made as and when required

for completing the work within the time stipulated in the Work Order Nodated

ARTICLE II – PAYMENT

In consideration of what the Contractor perform the work under the provisions of this contract and strictly in accordance with the terms thereof, the KSEBL agrees to pay the Contractor the amount in Indian currency as given in **Work Order No. dated** for items of supply and work contemplated under the agreement at the rates mentioned therein.

All payments to the Contractor will be made by the KSEBL. All costs, damages or expenses, which the KSEBL may have paid, for which, under the contract the contractor is liable, may be deducted by the KSEBL from any money due or becoming due by them to the contractor under the contract, or may be recovered by action at law or otherwise from the contractor.

ARTICLE III - COMMENCEMENT AND COMPLETION

The date of commencement of work under this contract shall be 15 days (fifteen days) after the date of issue of work order ie, from and shall be completed diligently in all respect within a period of months as per the schedules attached with Work order covered by this agreement. It shall be made ready in all respect for taken over by the agreement authority on or before

ARTICLE IV – COMPONENT PART OF THE AGREEMENT

The contract document consists of:

1. Work Order No. dated
2. Agreement executed on Kerala Government stamp paper of value Rs.200/- and;
3. Bid document submitted by the contractor including all the connected documents as specified below.

Volume I Pre-Qualification and General conditions of contract (As Annexure....)

Volume II Technical specifications and drawing (As Annexure....)

Volume III Price bid (BOQ) (As Annexure....)

Other Important bid documents furnished in addition to pre-qualification bid listed below.

Performance Bank Guarantee No _____ date _____ of Bank..... (As

Annexure....)

Expression of Interest documents submitted during the Pre-qualification stage..... (As Annexure....)

Bid Clarification issued during the bidding stage..... (As Annexure....)

Rock bottom rate furnished by you (As Annexure....)

Activity schedule (As Annexure....)

..... (As Annexure....)

..... (As Annexure....)

ARTICLE V- RATES TO HOLD GOOD IN CASE THE PERIOD OF THE CONTRACT IS EXTENDED:

The rates agreed by the Contractor as per schedules Supply and Work orders respectively and accepted by the KSEBL shall hold good for all works done towards the completion of the contract whether within the period mentioned herein or during the mutually agreed extended period, if any. No revision of rates for the works shall be allowed on any ground or on any reason.

ARTICLE VI- SERVICE OF NOTICE:

Every notice to be given to the Contractor may be given to him by registered post to his office address or last known place of abode or business or handed over to his agent, personally which shall be deemed to have been served on the Contractor on the date on which in the ordinary course of post, a letter so addressed and posted would reach his place of abode of business.

ARTICLE VII- LIQUIDATED DAMAGES:

The Contractor is to pay liquidated damages to the KSEBL for delayed completion of the “Works” under the contract @ 1% of agreed contract price per month (percentage of contract price or part thereof) for delay, subject to a ceiling of 10% of total contract price. KSEBL shall deduct the liquidated damages from any payments due to the Contractor. However the payment of liquidated damages does not affect the contractual liability of the contractor.

ARTICLE VIII – INSOLVENCY OR LIQUIDATION

In case the Contractor becomes insolvent or goes into liquidation or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the

settlement of his debts or carries on his business or the contract under inspection on behalf of his creditors or in case any orders for the administration of his estate are made against him, or in case the Contractor shall commit any act of insolvency or in case in which, under any clause or clauses of this contract the Contractor shall have rendered himself liable to damages amounting to the whole of his security deposit, the contract will be terminated and the agreement authority may complete the contract in such time and manner by any such person as the KSEBL may think deem fit. But such termination of the contract shall be without any prejudice to any right of remedy of the KSEBL against the contractor or his sureties in respect of any breach of contract committed by the Contractor.

ARTICLE IX- BREACH OF CONTRACT:

If the Contractor commits breach of all or any of the terms and conditions of Contract the KSEBL shall be entitled to recover from the Contractor all damages it might suffer there by. The amount thus due could be recovered from the Contractor in any manner the KSEBL chooses including recovery by Revenue Recovery Proceedings.

In case the contractor after having partially executed the works, fails to fulfil the contract in full, all or any of the work not carried out may, at the discretion of the KSEBL, be arranged by means of another tender/quotation or by negotiation with the next higher tenderer who had offered to carry out the work already and the loss, if any, caused to the KSEBL shall there by together with such sums as may be fixed by the KSEBL towards damages, be recovered from the defaulting contractor.

All expenses and damages caused to the KSEBL by any breach of all or any of the terms of this contract by the Contractor shall be paid by the Contractor to the KSEBL and may be recovered from him.

ARTICLE X – PERFORMANCE GUARANTEE

The contractor has furnished performance security deposit against satisfactory performance of the contract as mentioned in this agreement and all the works, equipment, materials, offered as per this tender shall be guaranteed for the satisfactory performance for a period of **84 months from the date of commissioning and taking over by KSEBL** The commissioning and taking over by KSEBL would be done as and when all the works as per the scope of this project is completed in all respects for

energizing. Irrespective of the number of failure and repairs of failed materials/system, the works shall be guaranteed till the expiry of the warranty period.

Total guarantee period including the defect liability period shall be limited to 84 months. **Defect notice period may be taken as 3 months prior to warranty expiry and the defect rectification period will be 30 days from the defect intimation. During the warranty period, the bidder must provide technical support and training for KSEBL staff and officers for O&M of the line as per the conditions stipulated in tender documents.**

During the Performance Guarantee period, the Contractor shall repair / replace free of cost, any equipment / component supplied and installed by the Contractor which fails or proves to be unsatisfactory under normal operations due to faulty manufacture or design or engineering or poor workmanship.

However During the guarantee period, if the Contractor fails to rectify the defects if any, notified within reasonable time, KSEBL shall arrange for a third party to correct the defect, and the cost thereof plus 10% shall be recovered from the contractor from the amount payable to the contractor, by way of performance guarantee or any other means.

On the expiry of the guarantee period and defect liability period, the performance guarantee will be released after deducting the amount, if any to be deducted as above.

ARTICLE XI-RELEASE OF PERFORMANCE GUARANTEE AND RETENTION / BANK GUARANTEE

The Performance Guarantee and Retention amount required to be retained by the Contractor with KSEBL will be released only after the expiry of the guarantee period and defect liability period and KSEBL has certified that all defects notified have been corrected.

ARTICLE XII

The Contractor hereby agrees to extend the period of validity of Bank Guarantee furnished by him towards the Performance Guarantee under this contract for such time & for such amount as may be required as per rule for the satisfactory completion of performance guarantee till such an extension is not required by the agreement.

In witness where of the parties hereto have hereunto set their hands the day and year first above written.

Signed and sealed delivered by **Sri.**, **Deputy Chief Engineer with full powers of Chief Engineer (TransGrid South), Kerala State Electricity Board Ltd, Kalamassery** acting for and on behalf of the Kerala State Electricity Board Ltd.

Agreement Authority

In the presence of:

1. Full name, address and Signature
2. Full name, address and Signature

Signed, sealed and delivered by Shri

.....

In the presence of

1. Full name, address and Signature.
2. Full name, address and Signature:

SAMPLE FORM E

(Draft format only)

**Bank Guarantee in lieu of Performance Security
(On Stamp paper of appropriate value)**

(To be furnished from State Bank of India and its subsidiaries/associates, nationalised Banks, Kerala State Co-operative Bank or from Scheduled Banks (Except Indus Ind bank) and District Co-operative Banks if approved by the Board)

Place:.....

Guarantee No.....Date:.....

This guarantee given this the day of 2018 atby ..
.....having its principal office at office..... by its.....Branch
(hereinafter referred as “the Guarantor”) which expression shall unless repugnant to the
context and meaning thereof include its successors, administrators, executors and assigns.

To

The Deputy Chief Engineer with full powers of Chief Engineer,
TransGrid (North),
Kerala State Electricity Board Limited,
Vydyuthi Bhavanam,
Kallipadam P.O., Shoranur
Kerala 679 122

WHEREAS (name and address of Contractor) (hereinafter called “the Contractor) has to undertake an agreement, in pursuance of Order No.....Dated.....for the execution of the Works in connection with work of Constructing/Up-grading of 220/110kV transmission lines using MCMV / Double Circuit / Narrow base towers,wherever required, which includes dismantling of existing conductor and towers, Supplying Towers / ACSR/ACCC conductors / OPGW with all accessories, polymeric suspension / tension insulator of approved type and capacity, stringing as per the specifications and other allied works as per the tower schedule and design provided by KSEBL (including design, proto-fabrication & type-testing of 400 & 220KV Multi-circuit / Double Circuit towers), up to the full satisfaction of KSEBL on Turnkey Contract Basis and handing over to KSEBL on Turnkey Contract Basis (hereinafter called “the Contract”).

AND WHEREAS as per the terms of the contract to be executed the contractor shall furnish

KSEBL with an unconditional Bank Guarantee in lieu of performance security, from a recognized Bank for the sum specified AND WHEREAS the contractor has approached the Guarantor to issue an unconditional Bank guarantee for an amount of Rupees.....
..... in favour of KSEBL

AND WHEREAS THE guarantor has agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE the Guarantor hereby guarantees as the obligator and not merely as surety, unconditional and absolutely to KSEBL of the payment of guarantee amount (amount of guarantee..... (in words) or such sum being payable, and guarantor undertake to pay KSEBL, immediately on its first written demand and without cavil or argument or demur, reservation, recourse, context or protest and/or without a reference to the contractor any sum or sums within the limits of(amount of guarantee) as aforesaid, without any need for the KSEBL to convey to us any reason for the invocation of the Guarantee or to prove or to show grounds or reason for the demand for the sum specified herein.

Any demand from KSEBL for payment under this guarantee shall be conclusive, final and binding on THE GUARANTOR (BANK) and GUARANTOR shall make payment to the KSEBL on receipt of such written demand without any demur.

Written demand by the KSEBL shall be sent by courier or by registered mail or by email to the Bank addressed as aforesaid.

The guarantor hereby waives the necessity of KSEBL demanding the said amount from the Contractor before presenting us with the demand.

The guarantor further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between KSEBL and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The obligation of the Guarantor under this guarantee shall not be affected by legal limitations, disability in capacity or other circumstances relating to the Contractor or by any change in the construction of or any amalgamation or reconstruction of the Contractor.

The guarantor understands that the onus of extending the validity of the Bank Guarantee in time till the accounts in respect of the contract is finally settled with the Contractor.

The GUARANTOR further undertake not to revoke this guarantee during its term and such extended period AND THE GUARANTOR further agrees that any change in the constitution of the CONTRACTOR or THE GUARANTOR shall not discharge the liability of the GUARANTOR

under this Bank guarantee.

That as to whether the occasion has arisen for the demand of the amount covered by the Bank guarantee the mere written demand made by the KSEBL, Vidyuthi Bhavanam, Pattom, Thiruvananthapuram-695 004, Kerala represented by The Deputy Chief Engineer with full powers of Chief Engineer, TransGrid (North), Kerala State Electricity Board Limited, TransGrid (North), Vidyuthi Bhavanam, Kallipadam P.O., Shoranur- Kerala 679 122 or any officer duly authorized by the KSEBL to the GUARANTOR is sufficient, shall be final and shall be accepted by the GUARANTOR without any reference to the contractor and also without any argument.

We unconditionally and irrevocably undertake to pay to the KSEBL, any amount so demanded not exceeding Rs.....(Rupees..... only) notwithstanding any dispute or disputes raised by contractor or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this guarantee being absolute, unconditional and unequivocal. The payment so made by us under this guarantee to the KSEBL, shall be a valid discharge of our liability for payment under this guarantee and the contractor shall be a valid discharge of our liability for payment under this guarantee and the contractor shall have no claim against us for making such payment.

That in case the validity of the Bank guarantee is not extended by the Contractor in time and in case the KSEBL has not requested the guarantor to release the Bank Guarantee to the Contractor before the expiry date specified or extension thereof, the guarantor hereby agrees to pay full amount as per this guarantee to the KSEBL, immediately on expiry of validity period, excluding grace period, the demand for which is here by waived.

That this Bank Guarantee shall be enforceable against the guarantor as a first charge and is not available to be appropriated by the Bank towards claims, if any, due to the Contractor.

This guarantee shall be valid for..... months from the date of commissioning and handing over of the works to KSEBL, and it will hold good for all demands made by The Deputy Chief Engineer with full powers of Chief Engineer, TransGrid (South), Kerala State Electricity Board Limited, Vidyuthi Bhavanam, Kallipadam P.O., Shoranur- Kerala 679 122 in the meanwhile (i.e. validity period is up to).

In case the Bank Guarantee is issued from a branch outside Shoranur (Name of KSEBL payment office), KSEBL can approach the (Bank Branch Address) of the same bank with a written demand for the encashment of the bank guarantee on or before the expiry date of the guarantee and the bank will be liable to pay the guaranteed amount or any part thereof under this guarantee.

Notwithstanding anything contained herein

- (1) Our liability under this guarantee shall not exceed Rs..... (Rupees..... only)
- (2) This Bank guarantee shall be valid up to and
- (3) We are liable to pay the guaranteed amount or any parts thereof under this guarantee only and only if you serve upon us (Name and address of Guarantor) a written demand on or before (date of expiry of guarantee) Dated theday of20....

SIGNATURE AND SEAL OF THE GUARANTOR:

Name of Bank: Address:

SAMPLE FORM F**Bank Guarantee in lieu of Earnest Money Deposit
(On Stamp paper of appropriate value)**

TO:

The Deputy Chief Engineer with full powers of Chief Engineer
Trans grid (North)
Kerala State Electricity Board
Vydyuthi Bhavanam,
Kallipadam P.O., Shoranur
Kerala 679 122

IN CONSIDERATION OF KERALA STATE ELCTRICITY BOARD (hereinafter called "the Owner") issued a tender on Messrs. a partnership firm/sole proprietor business/a company having its office at (hereinafter called "the Tenderer" which expression shall include its executors, administrators and assigns) against Tender no..... dated (here in after called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "Owner") for the supply of goods to/execution of services for "the Owner" and "the Owner" having agreed not to insist upon immediate payment of Earnest Money for the fulfillment of the said tender in terms thereof on production of an acceptable Bank Guarantee for an amount of `..... (Rupees only).

1. We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) at the request and on behalf of "the Tenderer" hereby agree to pay to the Owner without any demur on first demand an amount not exceeding `..... (Rupees only) against any loss or damage, costs, charges and expenses caused to or suffered by "the Corporation" by reason of nonperformance and fulfillment or for any breach on the part of "the Tenderer" of any of the terms and conditions of the said "tender".
2. We, Bank further agree that "the Owner" shall be sole Judge whether the said "Tenderer" has failed to perform or fulfill the said "tender" in terms thereof or committed breach of any of the terms and conditions of "the order" and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Owner" on account thereof and we waive in favour of "the Owner" all the rights and defences to which we as guarantors and/or "the Tenderer" may be entitled to.
3. We, Bank further agree that the amount demanded by "the Owner" as such shall be final and binding on "the Bank" as to "the Bank" 's liability to pay and the amount demanded and "the Bank" to undertake to pay "the Owner" the amount so demanded on

first demand and without any demur notwithstanding any dispute raised by "the Tenderer" or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

4. We, Bank further agree with "the Owner" that "the Owner" 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 "tender"/or to extend time of performance by "the Tenderer" from time to time or to postpone for any time to time any of the powers exercisable by "the Owner" against "the Tenderer" and to forbear to enforce any of the terms and conditions relating to "the tender" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Tenderer" or for any forbearance, act or omission on the part of "the Owner" or any indulgence by "the Owner" to "the tenderer" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
5. NOTWITHSTANDING anything hereinbefore contained, our liability under this Guarantee is restricted to ` (Rupees..... only). Our liability under this guarantee shall remain in force until expiration of eight months from the due date of opening of the said "tender". Unless a demand or claim under this guarantee is made on us in writing within said period, that is, on or before all rights of "the Owner" under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.
6. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of "the Owner" in Writing.
7. We, Bank lastly agree that "the Bank"'s liability under this guarantee shall not be affected by any change in the constitution of "the Tenderer".
8. "The Bank" has power to issue this guarantee in favour of "the Owner" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Tenderer" and "the Bank" in this regard.

IN WITNESS WHEREOF the Bank has executed this document on thisday of

For Bank

(by its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Bank")

SECTION-5

GENERAL CONDITIONS OF CONTRACT

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SECTION- 5

GENERAL CONDITIONS OF CONTRACT

A. GENERAL

1. *Definitions*

Acceptance date is the date when the Bid of the successful bidder is accepted by KSEBL by issuing a Letter of Acceptance.

Accepted Schedule is the schedule of items of work/supply containing the agreed rates on the basis of which the agreement is drawn for execution of the work.

The **Activity Schedule** is a schedule of the activities comprising the design, shop test, supply, transport, stringing, testing and commissioning and handing over of “the Work”. It includes a price for each activity which is used for valuations and for assessing the effects of Variations and Compensation Events.

Agreed rates shall mean the rate accepted and agreed both by the Board and the Contractor and which shall be given in the schedule forming part of the contract agreement and valid during the period of contract.

Agreement Authority shall mean the Officer authorized by the Board to execute the agreement with the Contractor for executing the work/project.

As-Built Drawing shall mean final drawings prepared and submitted by the Contractor after commissioning of the Work, duly incorporating modifications/corrections from the original approved construction drawings so as to take care of the actual installation/connection details. The Contractor shall prepare Marked-Up drawings incorporating modifications and corrections encountered from original drawings during the course of execution of work for preparing the As-Built Drawings.

Bank means State Bank of India and its subsidiaries/associates, Nationalised Banks,

Kerala State Co-operative Bank and, also includes Scheduled Banks and District Co-operative Banks, if approved by the KSEBL (except Indus Ind Bank).

The words, 'Bid' and 'Tender' shall have the same meaning anywhere in these documents.

'Bid Amount/Bid Price' means the total bid amount indicated by the bidder in the schedule (Schedule of quantities or Bill of Quantities) of the bid documents.

Bid Security or 'Earnest Money Deposit' shall have the same meaning.

'Bidder' shall mean the person, company, corporate body, association, body of individuals, group of persons, limited Company, firm, organization for the works and his/its executors or administrators or successor or assignees.

The **'Board'** shall mean The Kerala State Electricity Board Ltd' or its successor'

'Chairman and Managing Director' shall mean the administrative head of Kerala State Electricity Board Limited or its successor appointed by the Government from time to time.'

Deputy Chief Engineer with full powers of Chief Engineer shall mean the Deputy Chief Engineer with full powers of Chief Engineer (TransGrid South), Kalamassery of the Kerala State Electricity Board Limited or its successor in charge of the project or work concerned, who shall be the Agreement Authority. The Engineer-in-charge for each work shall be designated by the Board.

The **Completion Date** or **Commissioning and Handing Over Date (CHD)** is the date on which the Contractor shall complete the Works, duly notified by the Chief Engineer that the works can be taken over by KSEBL. The Completion Date is specified in the Tender documents. The Completion Date may be revised only by KSEBL by issuing in writing an extension of time.

The **Contract** is the contract between KSEBL and the Contractor, the terms and

conditions of which have been incorporated in the agreement to be executed between the two parties.

Contract Agreement shall mean the agreement entered into between the contractor and the agreement authority.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is the bidder whose bid to carry out the works has been accepted by KSEBL

The **Contractor's Bid** is the completed bidding document submitted by the Contractor to KSEBL

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **Months** are calendar months.

A Defect is any part of the Works not completed in accordance with the Contract.

The **Engineer** is the person or organisation named in the Contract Data or any other competent person appointed by KSEBL and notified to the Contractor, for effective implementation of the project(s).

Construction Equipment is the Contractor's machinery and vehicle brought temporarily to the Site of construction of the Works.

Plant is any integral part of "Brief of Works" which is to have civil, mechanical, electrical, electronic or chemical function.

The **Site(s)** is/are the area(s) defined as such in the Contract Data.

The **Start Date** is given in the Contract Data. It is the date when the Contractor can commence work on the Contract. It does not necessarily coincide with any of the Site possession Dates.

Specifications mean collectively all the terms and stipulations contained in the bid

document including the Conditions of Contract, Technical Provisions and Annexures thereto and list of correction and amendments.

A **Sub-Contractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

Temporary Works are works designed, constructed, installed and removed by the Contractor at his own expenses which are needed for construction or installation of the Works.

A **Variation** is a modified instruction given by KSEBL which varies "Brief of Works". The Works are what the Contract requires the execution of the Works in connection with Constructing / Up-grading of 220/110 kV transmission lines using MCMV / Double Circuit / Narrow base towers, dismantling of existing conductor and towers, wherever required, supplying Towers / ACSR / ACCC, OPGW, polymeric suspension / tension insulator of approved type and capacity, stringing (including design, proto-fabrication & type-testing of 400 & 220KV Multi-circuit / Double Circuit towers) as per the specifications and other allied works, up to the full satisfaction of KSEBL on Turnkey Contract as per the schedule , drawings and specification of KSEBL (hereinafter called "the Contract").

2. **INTERPRETATION**

In Interpreting these Conditions of Contract, singular also means Plural, male also means female, and vice versa. Headings and cross-references between clauses have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

3. **LANGUAGE AND LAW**

The Language of the Contract shall be English and the law governing the Contract shall be Indian and Kerala Laws and shall be subject to the jurisdiction of the courts in Thiruvananthapuram only.

4. **DECISION**

KSEBL is to decide contractual matters between the KSEBL and the Contractor fairly and impartially.

5. DELEGATION

KSEBL may delegate any of its duties and responsibilities to other people by notifying the Contractor and may even cancel/withdraw any such delegation by notifying to the Contractor.

6. COMMUNICATIONS

Communications between parties which are referred to in the conditions are effective only when they are in writing.

7. EXECUTION PARTNER

The Contractor may utilize the execution partner for specific work having the stipulated experience as mentioned in the EOI and the tender documents. However such execution of work does not absolve the Contractor from the obligations under the Contract.

8. CO-ORDINATION WITH OTHER CONTRACTORS

The Contractor is to co-operate and share the Site with public authorities, utilities and the KSEBL

9. PERSONNEL

9.1. The Contractor is to employ either the key personnel named in the Schedule of Key personnel to carry out the functions stated in the Schedule or other personnel approved by the KSEBL. KSEBL will approve proposed replacement of key personnel only if their qualifications, abilities and relevant experience are equal or better than those of the personnel listed in the Schedule, without affecting the Contract Price.

9.2. If KSEBL asks the Contractor to remove a person who is a member of his staff or his work force and state its reasons, the Contractor is to ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract. This should be completed by the Contractor without any financial implication to the KSEBL.

10. CONTRACTOR'S RISK

- 10.1.** All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.
- 10.2.** Safe custody of the materials supplied to the site is at contractor's risk till handing over of the same after testing and commissioning.
- 10.3.** Damages caused if any to any public or private utility properties will be on contractors account.

11. FORCE MAJEURE

The term 'force majeure' as employed herein shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosion or any other similar events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.

12. INSURANCE

- 12.1.** The following Erection, All Risk & Marine insurance cover are to be provided by the Contractor in the joint names of the KSEBL and the Contractor for the period from the Start Date to the date of handing over the 'Brief of Works'.
 - a)** All workmen engaged at site are to be covered under workmen compensation Act. The contractor shall provide a list of workmen engaged for the works. Necessary Labour License shall be obtained from concerned Authority.
 - b)** Full cover against damage to other people's property caused by the Contractor's acts or omissions;
 - c)** Cover against death or injury caused by the Contractor's acts or omissions to
 - i.** any one authorized to be on the Site;
 - ii.** third parties who are on the Site; as per laws.
 - d)** Full cover against injury or loss of life to contractor's workers including payment of compensation by way of Workmen Compensation Act as per rules. Any payment due to above to be made to subcontractor or workers also shall be paid by contractor and KSEBL will not be making any payment in this regard. If by any means the statutory body/Courts direct KSEBL to pay compensation, the same shall

be deducted from contractor's bill, performance security or by RR action.

- e) Full cover against theft and damage to the Works and materials during storage and construction.

Contractor shall pursue the matters related to insurance claims in association with KSEBL

- f) The contractor shall secure and maintain throughout the duration of this contract insurance of such type and in such amounts as may be necessary to protect himself and the interest of the board against all usual hazards or risk of loss. The form and limits of such insurance and the company together with the under writing thereof in each case such as will be acceptable to the Board but regardless of such acceptance, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times. Failure of the contractor to maintain adequate coverage shall not relieve him of any contractual responsibility.

The contractor, without limiting Board's obligations and responsibilities shall insure:

- i. The works, together with materials and plant to the full replacement cost.
 - ii. An additional sum of 15% of such replacement cost to cover additional costs and incidental to the rectification of loss or damage including professional fees and cost of demolishing and removing debris of whatsoever nature, and
 - iii. the contractor's equipment and other things brought to the site, for a sum sufficient to provide for their replacement at the site.
- g) The insurance under item (i) and (ii) shall be in the joint names of contractor and Board and shall cover.
 - a. The Board and the contractor against all losses or damage from whatsoever cause arising from the start of work at the site until the date of issue of the relevant taking over certificate in respect of the works or any section or part thereof as the case may be, and

b. the contractor for his liability:

1. during the defects liability period for loss or damage arising from a cause occurring prior to the commencement of defect liability period and
2. for loss or damage caused by the contractor in the course of any operations carried out by him under the terms of the contract. If the contractor shall fail to effect in force the insurances referred in the above clauses, or any other insurance which he may be required to effect under the terms of the contract then and in any such case ,the Board may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Board as aforesaid from any amounts due or which may become due to the contractor, or recover the same as a debt due from the contractor.

12.2. Policies and Certificates for insurance are to be produced by the Contractor to KSEBL for approval before the Start Date given in the Contract Data and subsequently as KSEBL may require.

12.3. Alterations to the terms of insurance either as a result of general changes imposed by the insurance company with which the insurance policy is effected or due to any other reasons may be made only with the approval of KSEBL. No work should be started unless Insurance cover Policies and Certificates as above are produced and approved by KSEBL

13. INDEMNITIES

13.1. The Contractor is liable for and shall indemnify the KSEBL and others against losses, expenses and claim for loss or damage to physical property, personal injury, and death caused by his own acts or omissions in stamp paper Rs. 200/-.

13.2. The Contractor shall indemnify KSEBL against claims for damage caused by the movement of his Equipment or Temporary Works.

14. SITE INVESTIGATION DATA

It is assumed that the Contractor has prepared the bid after site investigation and all other requisite details.

15. QUERIES ABOUT CONTRACT DATA

KSEBL is to give instructions clarifying queries about Contract Data.

16. CONTRACTOR TO CONSTRUCT THE WORKS

The Contractor is responsible for manufacture, shop test, and arranging for inspection of tests by representatives nominated by KSEBL, supply, transport, construct, install, test and commission and hand over the Work in accordance with the relevant Specifications and Drawing and to the full satisfaction of the KSEBL.

17. THE WORKS TO BE COMPLETED BY THE COMPLETION DATE

The Contractor shall begin the Works on the Start Date and is to carry out the Works in accordance with the programme submitted by him, as updated with the approval of KSEBL and complete them by the Completion Date.

18. APPROVAL OF THE CONTRACTOR'S TEMPORARY WORKS

18.1. The Contractor is to submit drawings and specifications showing his proposed Temporary Works to KSEBL who is to approve them if they comply with the Contract Data.

18.2. The Contractor is responsible for design of Temporary works.

18.3. KSEBL's approval does not alter the Contractor's responsibility for his design of the Temporary works.

18.4. The Contractor is to obtain approval of third parties to his design of the Temporary Works where required.

19. SAFETY

19.1. The Contractor is responsible for the safety of all activities on the Site.

19.2. The contractor shall ensure use of all safety implements like gloves, safety belts, safety slings, boots, eye glasses, helmets, safety dresses etc. as may be required to the personnel employed by him.

19.3. The contractor shall take all necessary precautions and follow other statutory safety codes while handling electric LINE and cables for welding and other and to pay any damages and cost of which may be awarded in consequence.

- 19.4.** The contractor shall take all necessary precautions and follow other statutory safety codes while handling electric LINE and cables for welding and other purposes, so that it shall not endanger the lives of personnel working in the site. The contractor shall be bound to bear the expense of defence of any action or law preceding that may be brought by any person or any injury sustained owing to neglect of precaution with the execution of the work and to pay any damages and cost which may be awarded in consequence.
- 19.5.** The Contractor shall ensure proper safety of all the workmen, materials plant and equipment belonging to it or to the others, working at the site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required by the relevant legislations and deemed necessary by the Board.
- 19.6.** All equipment used in construction and erection by Contractor shall meet Indian/ International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's operation manual and safety instructions and as per Guideline/Rules in this regard.
- 19.7.** Periodical examinations and all tests for all lifting/hoisting equipment & tackle shall be carried-out in accordance with the Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by Board.
- 19.8. No repair work shall be carried out on any live equipment.** The equipment must be declared safe by the Board's Engineer and a permit to work shall be issued by the Board before any repair work is carried out by the Contractor. While working on electric line/ equipment whether live or dead, suitable type and sufficient quantity of tools will have to be provided by Contractor to electricians/workmen/officers.
- 19.9.** The Contractor shall employ necessary number of qualified, full time electricians/electrical supervisors to maintain its temporary electrical installations.
- 19.10.** In case any accident occurs during the construction/ erection or other associated

activities undertaken by the Contractor, thereby causing any minor or major or fatal injury to its employees due to any reason whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Board in prescribed form and also to all the authorities envisaged under the applicable laws.

- 19.11.** The Board shall have the right at its sole discretion to stop the work; if in its opinion the work is being carried out in such a way as may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove short-comings promptly.

The Contractor, after stopping the specific work, can, if felt necessary, appeal against the order of stoppage of work to the Board within 3 days of such stoppage of work and the decision of the Board in this respect shall be conclusive and binding on the Contractor.

- 19.12.** The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages

- 19.13.** The Contractor shall follow and comply with all Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any unconformity between statutory requirement and Safety Rules referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent.

- 19.14.** If the Contractor does not take all safety precautions and/or fails to comply with the Safety Rules as prescribed by the Board or as prescribed under the applicable law for the safety of the equipment, plant and personnel and the Contractor does not prevent hazardous conditions which may cause injury to its own employees or employees of other Contractors, or Board or any other person at Site or adjacent thereto, the

Contractor shall be responsible for payment of compensation.

The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the Workmen's Compensation Act and rules framed there under or any other applicable law as applicable from time to time. In case the Board is made to pay such compensation, the Contractor will be liable to reimburse the Board such amount(s) in addition to the compensation indicated above.

19.15. Protection of other utility service

The contractor shall be responsible for any damages to other utilities caused by his workers and the damage shall be rectified at the cost of the contractor and no compensation shall be claimed from the Board on this. The overall rates quoted shall cover such contingencies and the contractor shall not be eligible for any extra payment on this account. However work at night and on holidays shall be arranged only with the approval of the Engineer in-charge of the work.

20. DISCOVERIES

Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the State. The Contractor is to notify the KSEBL of such discoveries and carry out KSEBL's instructions for dealing with them.

21. WAY LEAVE CLEARANCE

The KSEBL will make necessary arrangements for the way leave clearance.

22. ACCESS TO THE SITE

The Contractor is to allow KSEBL and any person authorised by KSEBL access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

23. INSTRUCTIONS

The Contractor shall carry out all instructions of KSEBL which are in conformity with the law.

24. DISPUTES

- 24.1.** The courts at Thiruvananthapuram alone will have jurisdiction to entertain suits pertaining to this Contract.
- 24.2.** No arbitration of any dispute on Contract will be allowed under any circumstances. In case of dispute between Contractor and Board, the Board or agreement authority will give final decision.

25. IMPORT OF EQUIPMENT IF REQUIRED FOR ERECTION

The bidder shall make his own arrangement for import of erection equipment, procurement of equipment required for execution of work and any incidental imports duty as per Indian Customs Act shall be to his account. KSEBL will not render any assistance in this regard.

B. TIME CONTROL**26. PROGRAMME**

- 26.1.** Within 15 days from the date of issue of work order, as mentioned in the Contract Data, the Contractor shall submit to the KSEBL for approval a programme showing the general methods, arrangements, order, and timing for all activities in the Works in a systematic manner based on advanced planning technique like PERT/CPM/PC based Harvard Business Planner, Project Management Tool (TRANS PROJECT) of KSEBL etc. indicating the critical events/paths.
- 26.2** An update of the programme is a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any change to the sequences of the activities.
- 26.3** The Contractor is to submit to KSEBL, for approval, an update programme at intervals not later than 30 days as stated in the Contract Data. If the Contractor does not submit an updated programme within this period, KSEBL may withhold the amount stated in the Contract Data from the next certified work bill and continue to withhold this amount until the next payment after the date on which the overdue programme has

been submitted.

- 26.4** KSEBL's approval of the programme does not absolve the Contractor of his obligations. The Contractor may revise the programme and submit it to KSEBL again at once. A revised programme is also to include the effect of Variations and Compensation Events.

27. EXTENSION OF THE COMPLETION DATE

- 27.1.** KSEBL is to extend the Completion Date in the event of a Variation which makes it impossible for Completion to be achieved by the Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause him to incur additional cost. **Extension of time will be without any additional financial commitment to the KSEBL**
- 27.2.** KSEBL is to decide whether and by how much to extend the Completion Date within 21 days of the Contractor asking KSEBL to decide upon the effect of variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to co-operate in dealing with a delay, the delay by his failure is not considered in assessing the new Completion Date.
- 27.3.** There may be some hindrances, other than covered under Force Majeure, while execution of work and in such cases the Contractor shall apply in writing to the Engineer-in-charge for extension of time (EOT) on account of which he desires such extension within 3 days of occurrence of hindrance. The Engineer-in-charge shall forward the request to the Competent Authority with his detailed report within 3 days of receipt of request from the Contractor. The Competent Authority is empowered to grant extension of time for completion of work.
- 27.4.** The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension and the reasons are for delay is not ascribable to the Contractor.
- 27.5.** The competent authority shall also grant extension of time for completion of work in case for reason for delay are ascribable to the Contractor, but such extension of time shall be with LD charges as per clause dealing with penalty for delays in execution of

works. The extension of time with LD charges will be issued under the signature of competent authority to grant extension of time.

- 27.6.** If the competent authority is of the opinion that the grounds shown by the contractor are not reasonable and sufficient and decline to grant extension of time, the contractor cannot challenge the soundness of the opinion by reference to arbitration. The decision of the competent authority on period of extension of time or refusal for extension of time shall be final and binding for the contractor.

28. DELAYS ORDERED BY KSEBL

If the project is delayed due to stoppage of the work for the reasons beyond the control of the contractor, the contractor will be eligible for PAC revision based on the DSR rate at the point of resumption of the work, only if the period of delay is more than the period between two revisions of DSR, after the project completion date. But such revision amount will be worked out only after Commissioning and Handing over of the project and will be adjusted to the retention amount due for payment to the contractor.

If such stoppage mentioned above is ordered by KSEBL and is expected to have more than six months, KSEBL will be taking over the balance materials required for completion of the milestone of the project that is supposed to be completed within the end date of the stoppage period that is ordered by KSEBL and that materials stocked in the project stores of the Contractor at the time of stoppage order will only be taken. 75% of the rates mentioned in Tender Agreement for materials will be paid to the contractor and the Contractor will be using the same material when the resumption of the work is ordered by KSEBL. But the Guarantee and warranty of such materials taken over by KSEBL is with the contractor and if found functionally defective during the installation, then it will be made good by the contractor free of cost. The balance 25% material cost will be given at the time of satisfactory completion of the work using the materials issued to the contractor, along with the next milestone payment.

If the project is delayed due to the reasons attributed to the bidder, he will be charged with a penalty @1% of PAC for every month (Part month will be on Pro rate) subject to maximum of 10%, which will be deducted from the final bill or retention with KSEB

and/or en-cashing the PBG of the bidder.

If the contractor has violated the conditions of contract and lead to incompleteness of the work or short closing of the project (i.e. Reasons other than the Force-Majeure conditions) the contract will be terminated by forfeiting all the money to be paid and that spent by the contractor, including the security deposit and all other amount spent on the project. One month notice will be issued in this case to the contractor before termination of the work.

29. MANAGEMENT MEETING

- 29.1.** KSEBL or the Contractor may call for a management meeting to review the plans for remaining works and to deal with matters raised in accordance with the early warning procedure.
- 29.2.** KSEBL is to record the minutes of management meetings and is to provide copies of its record to those attending the meeting. The responsibility of the parties for actions to be taken is to be decided by the Deputy Chief Engineer with full powers of Chief Engineer (Transgrid – South) or his authorised representative either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

30. EARLY WARNING

- 30.1.** The Contractor is to warn KSEBL at the earliest opportunity of specific likely future events or circumstances which may adversely affect the Project Implementation Schedule.
- 30.2.** The Contractor shall co-operate with KSEBL in making and considering proposals for how the effect of such an event or circumstances can be avoided or reduced.

C. QUALITY CONTROL

31. GUARANTEE

The works, equipment, materials, offered as per this tender shall be guaranteed for the satisfactory performance for a period of **84 months from the date of commissioning and taking over by KSEBL**. The commissioning and taking over by KSEBL would be

done as and when all the works as per the scope of this project is completed in all respects for energizing. Irrespective of the number of failure and repairs of failed materials/system, the works shall be guaranteed till the expiry of the warranty period.

Total guarantee period including the defect liability period shall be **limited to 84 months. Defect notice period may be taken as 3 months prior to warranty expiry and the defect rectification period will be 30 days from the defect intimation. During the warranty period the bidder must provide technical support and training for KSEBL staff and officers for O&M of the line as the conditions stipulated in tender documents.**

32. IDENTIFYING DEFECT

KSEBL is to check the Contractor's work and to notify the Contractor of any defect noted. Such checking does not absolve the Contractor's responsibilities. KSEBL may instruct the Contractor to search for a defect and to uncover and test any work which KSEBL consider may have a defect.

33. TESTS

If KSEBL instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor has to pay for the test and any samples. If there is no defect, the test is a Compensation Event.

34. CORRECTION OF DEFECTS

34.1. KSEBL is to give notice to the Contractor of any Defects of which he is aware before the end of the Defect Notice period, which begins at handing over of "Brief of Work" or its sub-items and extend up to 84 months thereafter.

34.2. Every time, notice of a Defect is given, a Defects Correction period for the notified defect begins. The Contractor is to correct the notified defect within the Defects Correction Period and the length of the Defect Correction Period is 30 days as stated in the Contract Data.

34.3. The Contractor is to correct defect which he notices himself before the end of the Defects Notice Period.

34.4. KSEBL is to certify that all Defects have been corrected when all known Defects have been corrected. If KSEBL considers that correction of a Defect is not essential it can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price or an earlier Completion Date or both.

If KSEBL accepts the quotation, the corresponding change in the Contract Data is a Variation.

35. UNCORRECTED DEFECTS AFTER HANDING OVER

35.1. After handing over KSEBL may arrange for a third party to correct a defect, if the Contractor has not corrected it within the Defects Correction Period.

KSEBL is to give the Contractor at least 15 days' notice of its intention to use a third party to correct a Defect. If the Contractor does not correct the Defect within this notice period, KSEBL may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price/ Performance security or any amount due to the contractor. Non-compliance of the defect notice and rectification of the defect for the second time will be treated as a violation of the contract and which can lead to encashment of the performance security of the contractor.

D. COST CONTROL

36. ACTIVITY SCHEDULE

The Contractor is to produce an updated Activity Schedule within 15 days of being instructed by KSEBL. The activities on the Activity Schedule are to be co-ordinated with the activities of the programme.

37. CHANGES IN THE ACTIVITY SCHEDULE

With the concurrence of KSEBL the Contractor may amend the schedule of activity to accommodate changes of programme or method of working. Prices in the Activity Schedule are not altered when the Contractor makes such changes to the Activity Schedule without affecting the completion date.

38. VARIATIONS

All Variations are to be included in updated programmes and Activity Schedule produced by the Contractor.

39. PAYMENT FOR VARIATION FOR SEPARATELY IDENTIFIABLE ADDITIONAL WORK

39.1. During the course of execution of the Work, if it is found that any additional work other than those mentioned in the schedule becomes necessary for the successful completion of the Work, the Contractor shall carry out all such Works, for which a Variation will be ordered by KSEBL

39.2. The Contractor is to forecast the cost effect of a proposed variation on the Contract Price and provide KSEBL with a quotation for carrying out the variation when requested to do so by KSEBL. KSEBL is to assess the quotation, which is to be given within seven days of the request or within the period stated by KSEBL and before the Variation is ordered by it.

39.3. KSEBL will estimate such additional works and variations, if necessary, will be ordered based on such estimation, PAC and contract amount and the contractor is bound to carry out such additional work accepting such variation.

39.4. The Contractor is not entitled to additional payment for costs which could have been avoided by giving early warning

Note. The above clauses do not apply for the variation in quantities for the various items of works included in the Contract Data.

40. CASH FLOW FORECAST

When the programme or Activity Schedule is updated, the Contractor is to provide KSEBL with an updated cash flow forecast.

41. PAYMENT TERMS

Based on the item wise rate quoted by the bidder, the Probable amount of contract (PAC) will be worked out and KSEBL/KIIFB will release the payments in the following manner:

- a. The Contractor will raise invoice periodically for the portion of completed erection works

and corresponding supply items based on rate mentioned in BOQ which shall be payable as per the provisions stipulated below:

- 1) 1% as interest free mobilization advance against separate BG, which will be adjusted in future bills.
- 2) 90% Materials installed/ used and the labour charges for the completed works up to the date of preferring the bill, will only be paid along with 100% taxes (on production of documentary evidences) after adjustment of value of dismantled material for the sake of clarity it is reiterated that the supplies are not payable until the supplied items are used in the construction. The following are the guidelines to ascertain if the supplied materials are used for construction:
 - i) the supplied tower structures are payable when they are erected
 - ii) the conductor is payable when the stringing of the conductors has been done
 - iii) the insulators, stringing hardware etc. are payable when the conductor stringing has been done
 - iv) supplied OPGW becomes payable on stringing of the same
 - v) the supplied spares shall be payable on commissioning and handing over

The work items shall be payable as and when it is done. However, payment towards excavation for foundation etc. shall be made only after the foundation is complete upto the concreting of chimney of the foundation and backfilling done. Likewise, the supply of tower parts and erection of tower are payable only after tower is erected complete except for insulators and hardware for stringing.

75% of the Bill amount will be disbursed within 30 days of preferring the bill on preliminary verification and 100 % adjustment of corresponding value of dismantled items. The balance 15% will be paid only after auditing of the bill within 60 days.

- 3) On completion of the whole of the Works, half the total amount retained (5% of retention amount) will be released to the Contractor within 180 days of Commissioning and Handing over Date (CHD) and submission, auditing and settling of the final bill by the contractor, after adjusting the liabilities, deductions, quantity variations, price variations etc. if any.

The other half (balance 5% of retention amount) will be released on production of Fresh

Bank Guarantee against the PBG or will be released along after the expiry of 84 months from date of commissioning and handing over the circuit.

If there is no reason to retain the Performance Security/securities, the Performance Security/securities is to be returned by KSEBL within 30 days after the expiry of 84 months from date of commissioning and handing over the circuit

- 4) **Price variation claims for transmission line towers** as per Annexure – I of this volume appended shall be claimed subsequently by the contractor along with all supporting documents. Price variation will be allowed strictly as per Annexure –I, section -7 of this volume and no other formula put forward by the supplier shall be accepted. Bank charges if any, incurred in connection with effecting payments will be to the Contractor's account.
- 5) **Price variation for ACSR conductor** as per Annexure II of this volume shall be claimed subsequently by the contractor with all supporting documents.

Any specific payment conditions mentioned there in will supersede all general conditions mentioned elsewhere with regard to the payment to be made to the contractor. The incentives and penalties mentioned in the tender document elsewhere, the values mentioned in Tender agreement and schedule of payment will prevail in this matter.

The Contractor shall submit to KSEBL monthly statement as indicating value of the work completed including materials used The value work completed by the Contractor including materials used has to be checked by the Engineer in charge of works.

The value of work completed including materials used comprises the value of completed activities in the Activity Schedule.

The value of work completed includes the valuation of variations and deductions for retention.

The Engineer in charge of work may exclude any item certified in previous work bill or reduce the proportion of any item previously certified in any work bill in the light of later information.

42. MODE OF PAYMENT

- 42.1.** KSEBL/KIIFB is to pay the Contractor 75% of the amount certified by the Engineer within 30 calendar days of the date of submitting the work bill and balance 15% within

60 days after having detailed verification, pre-audit etc. Banking charges in connection with this will be to the Contractor's account.

- 42.2.** The 10% payment after CHD the payment will be made after adjusting all liabilities, variations in quantity, extra items etc.

43. PRICE ADJUSTMENT

- 43.1.** The price quoted shall be FIRM throughout contract execution period. However the Price variation claims as per Annexure – I & II of this volume appended shall be claimed subsequently by the contractor along with all supporting documents. Price variation will be allowed strictly as per Annexure –I & II of this volume and no other formula put forward by the contractor shall be accepted. Bank charges if any, incurred in connection with effecting payments will be to the supplier's account. All price variations will be adjusted in subsequent bills after installation of the materials and work using that material is claimed.

- 43.2.** However the quantity variation on account of quantity of materials used, Tonnage of Towers, Volume of concrete etc will be considered for arriving final PAC at the time of final bill upon project completion.

44. RETENTION

- 44.1.** KSEBL will retain 10% from each payment due to the Contractor as stated in the Contract Data.
- 44.2.** On completion of the whole of the Works, half the total amount retained (5% of retention amount) will be released to the Contractor within 180 days of Commissioning and Handing over Date (CHD) and submission, auditing and settling of the final bill by the contractor, after adjusting the liabilities, deductions, quantity variations, price variations etc. if any.

The other half (balance 5% of retention amount) will be released on production of Fresh Bank Guarantee against the PBG or will be released after the expiry of 84 months from date of commissioning and handing over the circuit.

If there is no reason to retain the Performance Security/securities, the Performance

Security/securities is to be returned by KSEBL within 30 days after the expiry of 84 months from date of commissioning and handing over the project.

45. LIQUIDATED DAMAGES

Delay penalty at the rate of 1% per month on all-inclusive rate minus taxes (i.e. Ex-works rate plus F & I) subject to a maximum of 10% for deviation in the schedule and delay in completion of the total work. Part month delay will be considered on Prorate for calculating the penalty. Any other damages caused by the contractor to KSEBL or Public will be made good from the contractor appropriately.

46. INCENTIVE

Incentive at the rate of 0.5% per month on the amount net excluding taxes, subject to a maximum of 5% for the early completion of the total work in all respects under this contract, will be paid. Only one full month will be considered for claiming the incentive. Advancement of intermittent mile stones will not be considered for incentives.

47. SECURITIES

47.1. The **Performance Security Deposit (PSD)** of 5% of the Contract Price is to be provided to the KSEBL as per Contract and is to be issued in the form of a bank guarantee in favour of the Deputy Chief Engineer with full powers of Chief Engineer, TransGrid North, Kerala State Electricity Board, Vydyuthi Bhavanam, Kallipadam P.O., Shoranur - Kerala 679 122 from any nationalised bank on non-judicial stamp paper. A letter from the local Branch of the bank to the effect that the amount on demand will be paid by them to KSEBL is to be furnished along with the Bank Guarantee.

47.2. KSEBL is to notify the Contractor of any claim made against the Bank issuing the security.

47.2.1. KSEBL may adjust against the security, any claim, if any of the following events occurs for 42 days or more.

47.2.2. The Contractor is in breach of the Contract and KSEBL has notified him.

47.2.3. The Contractor has not paid an amount due to the KSEBL

47.2.4. Additional PBG will be liable to be en-cashed if the material/ work is found to be

defective or inferior to that as agreed and not replaced/ repaired before the noticed time period.

48. COST OF REPAIRS

Loss or damage to the Works or materials to be incorporated in the Works between the Start Date and the end of the Defects Correction Period is to be met by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omission.

E. FINISHING THE CONTRACT

49. COMPLETION

KSEBL is to issue a certificate certifying Completion to the Contract when it decides that the work is completed and ready to take over with effect from Commission and Hand Over date.

50. TAKING OVER

KSEBL is to take over the Works within 14 days of issuing a certificate of completion and commissioning by the Deputy Chief Engineer with full powers of Chief Engineer or his authorised representative.

51. FINAL ACCOUNT

The Contractor shall submit to KSEBL a detailed account of the total amount which he consider is payable to him under the Contract before the end of the Defects Notice Period. KSEBL is to certify any final payment which is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, KSEBL is to issue a schedule which state the scope of correction or additions which are necessary. If the final Account is still unsatisfactory after it has been resubmitted, KSEBL is to decide on the amount payable to the Contractor, and KSEBL's decision in this regard shall be final and binding.

52. TERMINATION

52.1 If the contractor has violated the conditions of contract and lead to incompletion of the

work or short closing of the project (i.e. Reasons other than the Force-Majeure conditions) the contract will be terminated by forfeiting all the money to be paid and that spent by the contractor, including the security deposit and all other amount spent on the project. **One month notice will be issued in this case to the contractor before termination of the work.**

52.2 KSEBL may terminate the Contract if the other party causes a fundamental breach of the Contract which substantially deprives him of the principal benefits of the Contracts.

52.3 Fundamental breaches of Contract will include, but will not be limited to the following:

- (a) The Contractor stops or abandons works for 28 days when no stoppage of work is shown on the current programme and the stoppage has not been authorised by KSEBL
- (b) KSEBL instructs the Contractor to delay the progress of works and the instruction is not withdrawn within 28 days.
- (c) Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- (d) KSEBL gives notice to correct a particular defect and the Contractor fails to correct it within a reasonable period of time determined by KSEBL
- (e) The Contractor does not provide a security which is required.
- (f) The Contractor fails to follow the agreed programme of Works or fails to employ competent or additional staff as required.

52.4 When the Contractor is given notice of breach of Contract in writing within 7 days from the date of occurrence of such breach, KSEBL is to decide whether the breach is fundamental or not.

52.5 Notwithstanding the above, KSEBL may terminate the Contract at its convenience by

giving 30 days' notice to the Contractor. The Contractor will not be entitled for interest for delayed payments.

- 52.6** If the Contract is terminated the Contractor shall stop works immediately, make the Site safe and secure and leave the Site after handing over of the Site to KSEBL as soon as reasonably possible.

53. PAYMENT UPON TERMINATION

Termination of the work because of a breach of contract by the contractor is to be made at the risk and cost of the contractor. If the contract is terminated because of a breach of contract by the contractor, KSEBL is to issue a certificate for the value of the work done less the payment if any, made to the contractor up to the date of issue of certificate and less the penal percentage as per contract data of the value of the work not completed. Liquidated Damages will be applied for the delay of the works if termination is effected and KSEBL has a right to claim for loss and damages in respect of any delay incurred arising from the breach. If the total amount due to KSEBL exceeds payment due to the contractor as per the contract, the difference shall be a debt payable to KSEBL and the amount will be recovered from security deposit/any amount payable to contractor from KSEBL. The contractor will not be eligible for any payments against the balance of payments or losses or compensation if KSEBL terminates the contract.

54. PROPERTY

All materials in the Site, Plant and Equipment owned by the Contractor, Temporary Works and Works are deemed to be the property of KSEBL and are at its disposal if the Contract is terminated because of a fundamental breach of Contract by the Contractor.

55. OPERATION AND MAINTENANCE MANUALS

- 55.1** Contractor shall supply detailed Operation and Maintenance manuals, as built drawings, recommended spare parts list etc. in 10 copies along with soft copies and special tools, prior to the completion date, as stated in the contract data.

- 55.2** If the contractor does not supply the manuals and the other requirements as listed in

clause 56.1 above, the work will not be closed. If the same are not furnished within two months from the date of completion, penalty as per clause 45 under Section 4. Final payment will not be released until the manuals and other requirements as listed in clause 56.1 above are submitted.

56. POWER

56.1 Power required for execution of works will be supplied to the contractor by Board at the tariff applicable from time to time depending upon availability /feasibility. The contractor shall apply to the appropriate authority of Board at his requirement as per the prevailing rules in this regard in Board. Any extension of power line with required auxiliary equipment required shall be done by the contractor at his cost. The bidder shall take into account the limitation of the existing power supply and make due allowance as necessary in his methods and costs. He shall ensure availability of alternate power supply in case of failure in the Board's supply, as he considers necessary, the cost of such shall be included in his rates.

56.2 The Board will not be responsible for any failure or interruption of electric supply and for fluctuation in voltage and frequency and no claim for compensation by the contractor on this account will be entertained by the Board.

56.3 The Electricity duty fixed by the Government from time to time shall be paid by the contractor. The contractor's electrical installation shall be in accordance with the specifications stipulated by the Electrical Inspectorate of the Government of Kerala.

57. WATER, FUELS AND LUBRICANTS

The contractor shall make his own arrangements for providing fuel and lubricants and ample quantity of water at specified quality as per specifications for construction and camp at his own cost. The contractor shall not use trees available in the project site or adjacent forest land for the purpose of firewood.

F. SPECIAL CONDITIONS OF CONTRACT

58. GENERAL

58.1 The work covered by this tender document shall be carried out in accordance with the

conditions of contract attached with this part of the tender and as per the tender documents issued along with this. Wherever any condition in the instructions to tenderers or general conditions of contract or technical specification embodied herein conflict with any part of the conditions of contract the later will prevail.

58.2 The following shall supplement the conditions already contained in the parts of these specifications and document shall govern the portion of the work of this contract to be performed at site.

58.3 All fitting accessories, apparatus or item of work which may not have been mentioned in these specifications, but which are essential for the completion and proper working of the network and fulfilment of the contract, shall also be provided/carried out by the contractor at no extra cost. He shall foresee, plan and quote covering all such items.

58.4 The Bidding Document and other specified conditions agreed during award of contract will be completely binding on the contractor vide **Vol. I and Vol. II of this document.**

59. PRICES

Prices shall be firm for a period of 180 days from the date of opening of the PQ bid (Envelope 1) or 120 days from the date of opening of the price bid, whichever is earlier. The prices for the purpose of firmness include insurance, taxes and freight charges which are or become payable by the contractor under existing or future laws and rules. Price schedule shall be given in the Price bid (Part III) and shall be carefully filled to avoid any ambiguity. Fixed price offers shall only be accepted. Statutory levies shall be paid at actual. Any increase in statutory levy shall be paid by the contractor in case of delay in completion of supply / work after the scheduled period of completion.

60. REGULATION OF LOCAL AUTHORITIES AND STATUTES

60.1 The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948, the Payment of Wages Act, Contract Labour Regulation Abolition Act and the

Workmen's Compensation Act (both of the State and Government of India) and the rules made hereunder in respect of any employee or workman employed or engaged by him or his Sub-Contractor.

60.2 All registration and statutory inspection fees, if any, in respect of this work pursuant to this Contract shall be to the account of the Contractor. Should any such inspection or registration need to be rearranged due to the fault of the Contractor or his Subcontractor, the additional fees to such inspection and/or registration shall be borne by the Contractor.

60.3 Necessary deduction will be made from the contractor's bill and deposited in the Construction Worker's Welfare Fund as per the statutory orders of the Kerala State Government

61. KSEBL'S LIEN ON EQUIPMENT

KSEBL shall have lien on all equipment including those of the Contractor brought to the Site for the purpose of erection, testing and commissioning of the equipment to be supplied & erected under the Contract. The KSEBL shall continue to hold the lien on all such equipment throughout the period of Contract. No material brought to the Site shall be removed from the Site by the Contractor and/or his Sub-Contractors without the prior written approval of the Engineer.

62. INSPECTION, TESTING AND INSPECTION CERTIFICATES

The Engineer shall have the right to re-inspect any work / equipment though previously inspected and approved by him at the Contractor's works, before and after the same are erected/commissioned at Site. If by the above inspection, the engineer rejects any equipment / work, the Contractor shall make good for such rejections either by replacement or modification / repairs as may be necessary to the satisfaction of the Engineer. Such replacements will also include the replacements or re-execution of such of those works / equipment's of other Contractors and/or agencies, which might have got damaged or affected by the replacement or re-work, done to the Contractor's work.

63. CONTRACTORS SITE OFFICE ESTABLISHMENT

The Contractor shall establish a Site Office at the Site and keep posted authorised representative for the purpose of the Contract. Any written order or instruction of the Engineer or his duly authorised representative shall be communicated to the said authorised resident representative of the Contractor and the same shall be deemed to have been communicated to the Contractor at his legal address.

64. DISCIPLINE OF WORKMEN

The Contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his employees and workmen at Site. The Engineer shall be at liberty to object to the presence of any representative or employee of the Contractor at the Site, if in the opinion of the Engineer such employee has misconducted himself or is incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent replacement.

65. CONTRACTORS FIELD OPERATION

65.1 The Contractor shall keep the Engineer informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the Engineer shall not relieve the Contractor of any of responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer or the KSEBL or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

65.2 The Contractor shall have the complete responsibility for the conditions of the work site including the safety of all persons employed by him or his subcontractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the Contract and shall not be limited to

normal working hours. The construction review by the Engineer is not intended to include review of Contractor's safety measures in, or of near the Work-Site, and their adequacy or otherwise.

66. PHOTOGRAPHS AND PROGRESS REPORT

66.1 The Contractor shall furnish three (3) prints each to the Engineer of progress photographs of the work done at Site. Photographs shall be taken as and when indicated by the Engineer or his representative. Photographs shall be adequate in size and number to indicate various stages of erection. Each photograph shall contain the date, the name of the Contractor and the title of the photograph.

66.2 The above photographs shall accompany the monthly progress report detailing out the progress achieved on all erection/installation activities as compared to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures, wherever necessary.

67. MAN-POWER REPORT

67.1 The Contractor shall submit to the Engineer, on the first day of every month, a man hour schedule for the month, detailing the man hours scheduled for the month, skill-wise and area-wise.

67.2 The Contractor shall also submit to the Engineer, on the first day of every month, a man power report of the previous month detailing the number of persons scheduled to have been employed and actually employed, skill-wise and the areas of employment of such labour.

68. PROTECTION OF WORK

The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by KSEBL or the Engineer for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the

specification and drawings. Should any such damage to the Contractor's Works occur because of other party not being under his supervision or control, the Contractor shall make his claim directly with the party concerned.

69. EMPLOYMENT OF LABOUR

- 69.1** The Contractor will be expected to employ on the work only his regular skilled employees with experience of this particular work. No female labourer shall be employed after darkness. No person below the age of eighteen years shall be employed.
- 69.2** All travelling expenses including provisions of all necessary transport to and from Site, lodging allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.
- 69.3** The hours of work on the Site shall be decided by KSEBL and the Contractor shall adhere to it. Working hours will normally be eight (8) hours per day -Monday to Saturday (both days inclusive).
- 69.4** The Contractor's employees shall wear identification badges and safety equipments while on work at Site.
- 69.5** In case KSEBL becomes liable to pay any wages or dues to the labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Contractor, KSEBL may make such payments and shall recover the same from the Contractor's Bills.

70. LABOUR WELFARE MEASURES AND WORKMEN COMPENSATION

The contractor should obtain a valid labour license under the Contract Labour (R&A) Act 1970 and the Contract Labour (Regulation & Abolition) Central Rules 1971, before commencement of work, and continue to have a valid license until the compensation of work. The contractor shall also abide by the provision of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal

provisions of this contract arising out of the resultant non-execution of work.

Contract Labour Regulations:**Working Hours:**

- a. Normally working hours of an employee should not exceed 8 hours a day. The working hours shall be so arranged that inclusive of interval for rest, if any. It shall not spread over more than 12 hours on any day.
- b. When a worker is made to work more than 8 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.
- c. Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.
- d. Where the minimum wages prescribed by the KSEB Ltd., under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 years.
- e. Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

71. DISPLAY OF NOTICE REGARDING WAGES ETC.

71.1 The Contractor shall, before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in clear and legible condition in conspicuous places on the work, notices in English and in local Indian language spoken by the majority of the workers, giving the minimum rates of the wages fixed under the Minimum wages Act, the actual wages being paid, the hours of work for which such wages are earned, wages periods, dates of payments of wages and other relevant

information.

Payment of Wages:

- a) The contractor shall fix wage periods in respect of which wages shall be payable.
- b) No wage period shall exceed one month.
- c) The wages of every person employed as contract labour in an establishment or by a contractor, where less than 1000 such persons are employed, shall be paid before the expiry of the 7th day and in other cases before the expiry of 10th day after the last day of the wage period in respect of which the wages are payable.
- d) Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- e) All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case of the work is completed before the expiry of the wage period; final payment shall be made within 48 hours of the last working day.
- f) Wages due to every worker shall be paid to him direct or to any other person authorized by him on his behalf.
- g) All wages shall be paid in current coin or currency or in both.
- h) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order on his behalf or permissible under the Payment of Wages Act 1956.
- i) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgement.
- j) It shall be the duty of the contractor to ensure the disbursement of the wages in presence of the site Engineer or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of the disbursement

of wages by the contractor to the workman.

- k) The contractor shall obtain from the site Engineer or any other authorized representative of the Engineer-in- Charge, as the case may be, a certificate under his signature at the end of the entries in the “Register of Wages” or the “Wage-cum-Muster Roll” as the case may be in the following form:-

“Certified that the amount shown in the column No... has been paid to the workman concerned in my presence on at”

71.2 Fines And Deductions, Which May be Made from the Wages:

- 1) The wages of a worker shall be paid to him without any deduction of any kind except the following.
 - a) Fines.
 - b) Deductions of absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion for which he was absent.
 - c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - d) Deductions for recovery of advances or for adjustment for overpayment of wages, advances granted shall be entered in a register.
 - e) Any other deduction, which the State Government may from time to time, allow.
- 2) No fine should be imposed on any worker save in respect of such acts and omissions on his part as have been approved by the Labour Commissioner.
- 3) No fines should be imposed on worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity for showing cause against such fines or deductions.
- 4) Every fine shall be deemed to have been imposed on the day of the act or omission in

respect of which it was imposed.

71.3 Labour Records:

- 1) The contractor shall maintain a **Register of Persons Employed** on work on contract in Form XIII of the contract labour (R&A) Central Rules 1971.
- 2) The contractor shall maintain a **Muster Roll** register in respect of all workmen employed by him on the work under in Form XVI of the contract labour (R&A) Central Rules 1971.
- 3) The contractor shall maintain a **Wages Register** in respect of all workmen employed by him on the work under in Form XVII of the contract labour (R&A) Central Rules 1971.
- 4) **Register of Accidents:** The contractor shall maintain a register of accidents in such a form as may be convenient at the work place but the same shall include the following particulars.
 - a. Full particulars of the labourers who met with accident.
 - b. Rate of wages.
 - c. Sex.
 - d. Age.
 - e. Nature of accident and cause of accident.
 - f. Time and date of accident.
 - g. Date and time when admitted in hospital.
 - h. Period of treatment and result of treatment.
 - i. Percentage of loss of earning capacity and disability as assessed by the Medical Officer.
 - j. Claim required to be paid under Workman's Compensation Act.
 - k. Date of payment of compensation.
 - l. Amount paid with details of the persons to whom the same was paid.
 - m. Authority by whom the compensation was assessed.
 - n. Remarks.
- 5) The contractor shall maintain a **Register of Fines** in the Form XII of the CL (R & A) Rules 1971. The contractor shall display in a good condition and in a conspicuous place

of work the approved list of acts and omission for which fines can be imposed.

- 6) The contractor shall maintain a **Register of Deductions for damage or loss** in the Form XX of the CL (R & A) Rules 1971.
- 7) The contractor shall maintain a **Register of Advances** in the Form XXIII of the CL (R & A) Rules 1971.
- 8) The contractor shall maintain a **Register of Overtime** in the Form XXIII of the CL (R & A) Rules 1971.

71.4 Attendance Card Cum Wage Slip:

- 1) The contractor shall issue an Attendance card cum wage slip to each workman employed by him.
- 2) The card shall be valid for each wage period.
- 3) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- 4) The card shall remain in possession of the worker during the wage period under reference.
- 5) The contractor shall complete the wage slip portion on reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- 6) The contractor shall obtain the signature or thumb impression of the workers on the wage slip at the time of disbursement of wages and retain the card with him.

71.5 Employment Card:

The contractor shall be issue an **Employment Card** in the Form XIV of CL(R&A) Central Rules 1971 to each worker within three days of the employment of the worker.

71.6 Service Certificate:

On termination of employment for any reason whatsoever the contractor shall issue to workman whose service has been terminated, a Service Certificate in the Form XV of

CL(R&A) Central Rules 1971.

71.7 Reservation of labour records:

The labour records and records of fines and deductions shall be preserved in original for a period of 3 years from the date of last entries made in them and shall be made available for the inspection by the Engineer-in-Charge or Labour Officer.

71.8 Power of officer to make investigation on enquiry:

The labour officer or any person authorized by the State Government on their behalf shall have power to make enquiries with a view to ascertaining the enforcing due and proper observance of Fair Wage Clauses and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provision.

71.9 Report of Investigating officer and action thereon:

The labour officer or any person authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer-in- Charge indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues paid to the labours concerned. The Engineer-in-Charge shall arrange the payments to the labour concerned within 45 days from the receipt of the report from the labour officer or any person authorized as the case may be.

71.10 Inspection of Books and Slips:

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the labour officer or any person authorized.

71.11 Submission of Returns:

The contractor shall submit periodical returns as may be specified from time to time.

71.12 Amendments:

The State Government may from time to time add or amend the regulations and on any question as to application/interpretation or effect of those regulations.

71.13 Insurance:

Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance to cover workmen under Workmen Compensation Act for death or injuries including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by the law under take to indemnify and keep indemnified the Government from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the Government may suffer or incur with respect to end / or incidental to the same. The contractor shall have furnished originals or attested copies as required by KSEBL of the policies of insurance taken, within 15 days of being called upon to do so together with all premium receipts and other papers related thereto which KSEBL may require.

72. FACILITIES TO BE PROVIDED BY THE CONTRACTOR.

72.1. First-Aid

The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personnel shall be trained in administering first-aid.

72.2. Cleanliness

The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by the Engineer. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a

suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

72.3. Protection of Life and Property and Existing Facilities:

The Contractor is fully responsible for taking all possible safety precautions during preparation for and actual performance of the work and for keeping the construction site in a reasonable safe condition. The Contractor shall protect all life and property from damages or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.

The contractor shall take all precautions while excavating the trench to protect the public/private property and to avoid any accidental damage. An accidental damage should immediately be reported to the concerned utility.

72.4. The contractor is liable to pay for all damages caused by his workmen. KSEBL will not be responsible for any such acts/damages. Insurance coverage should be taken. An undertaking in Kerala Stamp paper worth Rs.200/-should be executed before starting the work.

72.5. The excavated material shall be properly stored to avoid obstruction. The bottom of the excavated trench should be carefully levelled and freed from pebbles stones. Any gradient encountered shall be gradual.

73. INTEGRATION WITH EXISTING NETWORK.

Wherever connections with the existing network/replacement of existing network/equipment are required, written permission from Engineer or his authorized field officer should be obtained.

74. FIRE PROTECTION

The work procedures that are to be used during the erection shall be those which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site. Volatile or flammable materials shall be stored away from the construction equipment and materials storage areas in safe containers. Untreated canvas, paper, plastic or other flammable flexible materials shall not at all be used at Site for any other purpose unless otherwise specified. If any, such materials are received with the equipment at the Site, the same

shall be removed and replaced with acceptable material before moving into the construction or storage area.

75. MATERIAL HANDLING AND STORAGE.

- 75.1.** All the equipment/materials furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.
- 75.2.** The Contractor shall maintain an accurate and exhaustive record, detailing out the List of all equipment/materials received by him for the purpose of erection and keep such record open for the inspection of the Engineer-in-Charge.
- 75.3.** All equipment/materials shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the Engineer. The equipment /material stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.
- 75.4.** The Contractor shall ensure that all the packing materials and protection devices used for the various equipment's during transit and storage are removed before the equipment's are erected. The **empty cable drums** and other packing materials shall be **removed and disposed** at the cost of the contractor. The site used to manufacture route marker, covering slab, U shaped ducts shall be cleared and cleaned by the contractor after the work is completed.
- 75.5.** The consumables and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality during storage.
- 75.6.** The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment which require indoor storage.

76. INSTALLATION MANAGEMENT.

- 76.1.** The field activities of the various contractors executing different contracts for the project, will be coordinated by the Engineer and the Engineer's decision shall be final in resolving any disputes or conflicts between the Contractor and other Contractors and tradesmen of KSEBL regarding scheduling and coordination of work. Such decision by the Engineer shall not be a cause for extra compensation or extension of time for the Contractor.
- 76.2.** The Engineer shall hold weekly meetings with the key personnel of the contractor of all the Contractors working at Site, at a time and place to be designated by the Engineer. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decisions of the Engineer shall be strictly adhered to in performing his Works. In addition to the above weekly meeting, the Engineer may call for other meetings also if warranted.
- 76.3.** Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the Contract is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule in consultation with the Engineer . The Contractor shall not be allowed any extra compensation for such action. The Engineer shall however not be responsible for provision of additional labour and/or materials or supply or any other services to the Contractor.

77. FIELD OFFICE RECORDS.

The Contractor shall maintain at his Site Office up-to-date copies of all drawings, specifications and other Contract Documents and any other supplementary data complete with all the latest revisions thereto. The Contractor shall also maintain in addition, the continuous record of all changes to the above Contract Documents, drawings, specifications, supplementary data, etc. effected at the field and on completion

of his total assignment under the Contract shall incorporate all such changes on the drawings and other Engineering data to indicate as erection conditions of the equipment furnished and erected under the Contract. Such drawings and engineering data shall be submitted to the Engineer in required number of copies.

78. WORK AND SAFETY REGULATIONS

As per the laws existing in the country a safety officer / safety engineers shall be suitably appointed at work site. Safety plan and EHS standards shall be furnished and strictly complied with. Necessary monthly safety audit reports shall be furnished.

79. DRAWINGS.

All rights of the design / drawing shall be strictly reserved with KSEBL only and any designs / drawings / data sheets submitted by the contractor from time to time shall become the property of KSEBL. Under no circumstances, the Contractor shall be allowed to use / offer above designs / drawings/ data sheets to any other authority without prior written permission of KSEBL. Any deviation to the above is not acceptable and may be a cause of rejection of the bid or termination of the contract as the case may be.

80. MANUFACTURING SCHEDULE

The Contractor shall submit to KSEBL his manufacturing, testing and delivery schedules of various items within thirty (30) days from the date of the work order in accordance with the delivery requirements stipulated. Schedules shall also include the materials and items purchased from outside Contractors, if any.

81. REFERENCE STANDARDS.

81.1. The Codes and / or Standards referred to in Specifications shall govern, in all cases wherever such references are made. In case of a conflict between such Codes and / or Standards and the specifications, later shall govern. Such Codes and / or Standards, referred to shall mean the latest revisions, amendments /changes adopted and published by the relevant agencies.

81.2. Other internationally acceptable Standards, which ensure equivalent or better

performance than those specified shall also be accepted.

82. QUALITY ASSURANCE

82.1. To ensure that the equipment/material under the scope of this Contract whether manufactured within the Contractor's or supplier's works or at his Sub-Contractor's premises is in accordance with the specifications, the Contractor/supplier shall adopt suitable Quality Assurance Programme to control such activities at all points necessary.

82.2. Such programme shall be outlined by the Contractor and shall be finally accepted by KSEBL after discussions before the award of Contract. A Quality Assurance Programme of the Contractor shall generally cover but not limited to the following.

- 1) His organization structure for the management and implementation of the proposed Quality Assurance Programme.
- 2) Documentation control system.
- 3) Qualification data for key personnel.
- 4) The procedure for purchases of materials. Parts/ components and selection of sub-Contractor's services including vendor analysis, source inspection, incoming raw material inspection, verification of material purchases etc.
- 5) System for shop manufacturing including process controls.
- 6) Control of non-conforming items and system for corrective action.
- 7) Control of calibration and testing of measuring and testing equipments.
- 8) Inspection and test procedure for manufacture.
- 9) System for indication and appraisal of inspection status.
- 10) System for quality audits.
- 11) System for authorizing release of manufactured product to the Purchaser.
- 12) System for maintenance of records.
- 13) System for handling storage and delivery and
- 14) A Quality Plan detailing out the specific quality control procedure adopted for controlling the quality characteristics of the product.

The Quality Plan shall be mutually discussed and approved by the KSEBL after incorporating necessary corrections by the Contractor as may be required.

83. QUALITY ASSURANCE DOCUMENTS

- 83.1.** The Contractor shall be required to submit all the Quality Assurance Documents as stipulated in the Quality Plan at the time of KSEBL's inspection of equipment / material.
- 83.2.** KSEBL reserves the right to carry out Quality Audit and Quality surveillance of the systems and procedures of the Contractor's / his vendor's Quality Management and Control Activities.

84. CONTRACTORS SUPERVISION

- 84.1.** The contractor shall appoint, sufficient number of competent and qualified Engineering personnel (graduate and diploma Engineers) as required and approved by the Engineer-in-charge for supervision and execution of the work. The contractor shall intimate the Engineer-in-charge in writing the names and identity of technical personnel proposed to be engaged on the work.
- 84.2.** The contractor's representative receives instruction on behalf of the contractor from the Engineer-in-charge and such instruction shall be deemed to have been given to the contractor.
- 84.3.** The contractor's representative shall be fluent in language for communication, competent for understanding drawing, executing and managing work.
- 84.4.** If the contractor fails to appoint such personnel as directed by the Engineer-in-charge, the Engineer- in-charge shall have full powers to suspend the execution of the works until such date suitable personnel is appointed and the contractor shall be held responsible for the delay so caused to the works.
- 84.5.** The contractor shall pay the required remuneration to technical personnel as per the relevant statutes and any claim of wage, compensation, labour disputes in this regard will not be admitted by KSEBL

85. SUPERVISION BY KSEBL

- 85.1.** To eliminate delays and avoid disputes and litigation it is agreed between the parties to the Contract that all matters and questions shall be resolved in accordance with the provisions of this document.

85.2. The manufacturing of the product shall be carried out in accordance with the specifications. The scope of the duties of KSEBL's pursuant to the contract will include but not be limited to the following:

- 1) Interpretation of all the terms and conditions of these Documents and Specifications.
- 2) Review and interpretation of all the Contractor's drawings, engineering data etc.
- 3) Witness or authorize his representative to witness tests at the manufacturer's works or at site, or at any place where work is performed under the Contract.
- 4) Inspect, accept or reject any equipment, material and work under the Contract, in accordance with the Specifications.
- 5) Issue certificate of acceptance and / or progressive payment and final payment certificate.
- 6) Review and suggest modification and improvement in completion schedules from time to time; and
- 7) Supervise the Quality Assurance Programme implementation at all stages of the Works.

86. GUARANTEED TECHNICAL PARTICULARS.

86.1. The Guaranteed Technical Particulars of the various items shall be furnished by the Bidders. The Bidder shall also furnish any other schedule information as in their opinion is needed to give full description and details to judge the item(s) offered by them. Required drawings also should be furnished by the Contractor.

86.2. The data furnished in Guaranteed Technical Particulars should be the minimum or maximum value (as per the requirement of the specification) required. A Bidder may guarantee a value more stringent than the specification requirement. However, for testing purpose or from performance point of view, the material shall be considered performed successfully if it achieves the minimum/maximum value required as per the technical specification. No preference whatsoever shall be given to the bidder offering better / more stringent values than those required as per specification.

87. QUANTITY VARIATION

The materials/equipment such as conductor, tower structures, foundations, insulators,

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hardwares, OPGW, earthing materials etc may vary according to actual requirements at site and the Contractor is responsible to supply the additional quantity also at the agreed rates.

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SECTION - 6

CONTRACT DATA

- 1) The following documents also form part of the contract.
 - a. The bid and Purchase/work order
 - b. Conditions of contract
 - c. Technical Specification
 - d. Drawings
 - e. Programme
 - f. Price Schedules of Activities
 - g. Schedule of O & M Manuals
 - h. Schedule of Key personnel
 - i. Site investigation data
 - j. Schedule of Taxes.
 - k. Clarifications issued during bidding stage, if any.
 - l. Bidding Document for Transmission line project.
- 2) **The Start Date is the date 15 days after the date of issue of work order.**
- 3) **The completion Date** for the Works is as per Brief Description of Work Clause 3.2 Section-1c reckoned from the official date of commencement, **which is 15 days after the date of issue of work order.**
- 4) The contractor is to submit **the Programme for the work within 30 days** from the date of issue of work order.
- 5) The Site Possession Date is the start date itself.
- 6) The sites are under Kottayam, Alappuzha and Thrissur Districts of Kerala State.

- 7) **Guarantee period is for 84 months from the date of commissioning and handing over date (CHD) of the works** and as per clause 31 of section 5 of this volume.
- 8) The maximum liability of the contractor for damage to others property and personnel loss is to make good the full replacement/rectification value of all damaged/lost equipment plus an additional sum of 15% of such replacement and incidental to the rectification of the loss or damage including professional fees and the cost of demolishing and removing any debris of whatsoever nature and to ensure their availability as per project requirement, till the issue of defect correction certificate and within the guarantee period thereafter.
- 9) The minimum insurance cover for physical property during storage and construction is as per clause 12 of section 5.
- 10) The language of contract document is English.
- 11) The laws, which apply to the contract, are the Indian Laws.
- 12) **The liquidated damages** for works of each site are **1% of PAC for every month of delay from agreed date (CHD)**. (Percentage of contract price or part thereof).
- 13) Incentive at the rate of 0.5% per month on the net amount excluding taxes, subject to a maximum of 5% for the early completion of the work in all respects under this contract, will be paid.
- 14) The amount of **Performance Security Deposit (PSD) is 5% of contract price**.
- 15) Performance Bank Guarantee of 10% of Contract Price shall be provided by the contractor, before release of the final payment, with validity till end of warrantee period,
- 16) The date by which Operation and Maintenance manuals, as built drawings, recommended spare parts list etc. in 6 copies along with soft copies and special tools are required in one month prior to the completion date.
- 17) The percentage of the value of the work not completed representing KSEBL's cost of completing the works is 150% of the contract data.
- 18) The DD/Bank Guarantee towards EMD is **Rs. 5,00,000/- (Rs. Five lakhs only)**.

- 19)** The contractor is prohibited from claiming price escalation in case the completion period is extended for any reason including litigation or force majeure.
- 20)** The length of the Defect Correction Period is 30 days. Defect notice period is 90 days before defect liability of 84 months.

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ANNEXURES

Annexure I	Price Variation Clause for GI Lattice Towers
Annexure II	Price Variation Clause for ACSR Conductors
Annexure III	List of Vendors Approved for Supply of Materials for Transmission Line Projects Under TransGrid 2.0

ANNEXURE- I**PRICE VARIATION CLAUSE FOR TRANSMISSION LINE TOWERS - TOWER
EXTENSIONS OTHER SPECIAL STRUCTURES.**

The price quoted/confirmed is based on the input cost of raw materials/ components and labour cost as on the date of quotation and the same is deemed to be related to prices of raw materials and all India average consumer price index number for industrial workers as specified in the price variation clause given below. In case of any variation in these prices and index numbers, the price payable shall be subject to adjustment, up or down in accordance with the following formula:

A) Transmission Line Tower with both Heavy and Light angles:

$$P = \frac{P_0}{100} \left[11 + 32 \frac{\text{SBLR}}{\text{SBLR}_0} + 25 \frac{\text{SBIR}}{\text{SBIR}_0} + 09 \frac{Z_n}{Z_{n0}} + 23 \frac{W}{W_0} \right]$$

B) Transmission Line Tower with only Heavy angles:

$$P = \frac{P_0}{100} \left[11 + 57 \frac{\text{SBLR}}{\text{SBLR}_0} + 09 \frac{Z_n}{Z_{n0}} + 23 \frac{W}{W_0} \right]$$

C) Transmission Line Tower with only Light angles:

$$P = \frac{P_0}{100} \left[11 + 57 \frac{\text{SBLR}}{\text{SBLR}_0} + 09 \frac{Z_n}{Z_{n0}} + 23 \frac{W}{W_0} \right]$$

Wherein,

P = Price payable as adjusted in accordance with the above formula.

P₀ = Price quoted/confirmed.

SBLR₀ = Price of Steel Blooms-Retail (refer notes)

This price is as applicable on the 1st working day of the month, **one** month prior to the date of tendering.

SBIR0 = Price of Steel Billets -Retail (refer notes)

This price is as applicable on the 1st working day of the month, **one** month prior to the date of tendering.

Zn0 = Price of Electrolytic high grade Zinc (refer notes)

This price is as applicable on the 1st working day of the month, **one** month prior to the date of tendering.

W0 = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base:2001 = 100) (Refer notes).

The index number is as applicable on the 1st working day of the month, **three** months prior to the date of tendering.

For example, if date of tendering falls in May 2014, the applicable prices of Steel Bloom-Retail (SBLR0), Steel Billets-Retail (SBIR0) and Zinc (Zn0) should be for the month April 2014 and all India average consumer price index number (W0) should be for the month of February 2014.

The above prices and indices are as published by IEEMA vide circular reference number IEEMA (PVC)/ TLT-2014/R1/_ one month prior to the date of tendering.

SBLR = Price of Steel Bloom-Retail (refer notes)

This price is as applicable on the 1st working day of the month, **two** months prior to the date of delivery.

SBIR = Price of Steel Billets-Retail (refer notes)

This price is as applicable on the 1st working day of the month, **two** months prior to the date of delivery.

Zn = Price of Electrolytic high grade Zinc (refer notes)

This price is as applicable on the 1st working day of the month, **two** months prior to the date of delivery.

W = All India average consumer price index number for industrial workers, as published by the Labour Bureau Ministry of Labour, Govt. of India (Base: 2001=100) (refer notes)

The index number is as applicable on the 1st working day of the month, **four** months prior to the date of delivery.

For example, if date of delivery falls in December 2014, the applicable prices of Steel Bloom-Retail (SBLR), Steel Billets-Retail (SBIR) and Zinc (Zn) should be for the month October 2014 and all India average consumer price index number (W) should be for the month of August 2014.

The date of delivery is the date on which Transmission line towers delivered at work site of the contractor based on the dispatch note and LR duly verified and signed by the engineer in charge of KSEBL Only the materials delivered before the scheduled date of completion as per the agreement will be eligible for claiming the price variation as above.

Notes:-

- a) All prices of raw materials are exclusive of excise/CV duty amount and exclusive of any other central, State or local taxes: octroi etc.
- b) All prices are as on first working day of the month.
- c) The details of prices are as under:
 - 1) The price of Steel Bloom-Retail are the average Retail price of Blooms of size 150x150mm of all cities in Rs./MT: as published by Joint Plant Committee (JPC), Kolkata. Heavy angles of size above 110mm x 110mm are deemed to be related to this price.
 - 2) The price of Steel Billets-Retail are the average Retail price of Billets of size 100mm of all cities in Rs./MT: as published by Joint Plant Committee (JPC), Kolkata. Light angles of size below & including 110mm x 110mm are deemed to be related to this price.
 - 3) The price of Electrolytic high grade zinc (in Rs./MT) is ex-works price as quoted by a primary producer.

Cost weightage of re-rolling/conversion charges is included in Labour cost weightage (W).

If the materials are not required within the scheduled delivery period in the Purchase Order or any mile stones are delayed, the Deputy Chief Engineer with full powers of Chief Engineer may re-arrange the schedule to a later date and the same will be intimated in writing or PVC for the material will be considered as good as delivered at the time of start of erection of that particular batch of materials. In this case, price variation applicable as per the revised scheduled date only will be paid.

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ANNEXURE - II**PRICE VARIATION CLAUSE FOR ACSR CONDUCTORS****Price Variation Formula:-**

The actual increase/ decrease in the price of raw materials will be allowed as per IEEMA Price Variation formula and will be limited as per Government of India/IEEMA Circular. For the calculation Aluminium/ Steel content of conductor will be taken as follows:

Sl. No	Description	Moose MT/kM	Panther MT/kM	Zebra MT/kM	Wolf MT/kM	Kundah MT/kM	Drake MT/kM
1.	Aluminium EC Grade - WA	1.464	0.586	1.185	0.437	1.116	*
2.	HT GS Steel - WF	0.540	0.388	0.436	0.289	0.165	

- To be proposed by the Bidder for ACCC Conductor (equivalent to Drake size)

The price variation will be calculated according to the following formula.

$$P = P_0 + WA (AL - AL_0) + WF (FE - FE_0)$$

$$P_0 = \text{Ex-works price of conductor in Rs/km as per order}$$

$$AL_0 = \text{Price of EC Grade Aluminium Ingot / Rod (as per contract) exclusive of excise duty in Rs./MT for AAC/ACSR conductor as on 30 days prior to the date of tender opening (average value).}$$

$$AL = \text{Price of EC Grade Aluminium Ingot / Rod (as per contract) exclusive of excise duty in Rs./MT for AAC/ACSR conductor as on 30 days prior to the date of delivery. (Average value).}$$

$$FE = \text{Price (exclusive of excise duty) of High Tensile Galvanized Steel Wire of appropriate size in Rs / MT as on 30 days prior to the date of delivery.}$$

$$FE_0 = \text{Price of (exclusive of excise duty) High Tensile Galvanized Steel Wire of appropriate size in Rs / MT as on 30 days prior to the date of tender opening.}$$

WA	=	Weight of Aluminium in MT / km of Conductor
WF	=	Weight of Steel in MT / km of Conductor
P	=	Ex-works price of conductor in Rs / Km as adjusted in accordance with the Price Variation Clause

The revision in IEEMA formula will be applied to this purchase from the month of such revision.

For the purpose of price variation the basic cost of Aluminium or High Carbon Steel shall be arrived at the basis of the cost of raw material excluding taxes and freight charges etc. Clause for price variation / Price refixation, as detailed below.

- i. The price variation as per IEEMA formula will be applicable only to the materials supplied as per monthly schedule during the scheduled delivery period.
- ii. The date of delivery is the date on which the conductors are delivered at work site of the contractor based on the dispatch note and LR duly verified and signed by the engineer in charge of KSEBL. **Only the materials delivered before the scheduled date of completion as per the agreement will be eligible for claiming the price variation as above.**
- iii. If the materials are not required within the scheduled delivery period in the Purchase Order or any mile stones are delayed for the reasons attributable to, the Deputy Chief Engineer with full powers of Chief Engineer may re-arrange the schedule to a later date and the same will be intimated in writing or PVC for the material will be considered as good as delivered at the time of start of erection of that particular batch of materials. In this case, price variation applicable as per the revised scheduled date only will be paid.

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ANNEXURE- III**LIST OF VENDORS APPROVED FOR SUPPLY OF MATERIALS FOR TRANSMISSION LINE PROJECTS UNDER TRANSGRID 2.0**

Sl No.	Name of Company	Address of the Company
1	Lattice Type GI Transmission Towers	
	Bajaj Electricals Ltd	002,Rustomjee Aspitree Bhanu Shankar Yagnik Marg Off Eastern Express Highway, Sion(East), Mumbai 400022
	Larsen & Toubro Ltd	L&T Construction (Power Transmission & Distribution), Mount Poonammallie Road, Mnappakam, PB No.979, Chennai-600089
	Gammon India Ltd	G55, MIDC, Butigori, Nagpur-441108
	KEC International Ltd	B-190, M.I.D.C. Industrial Estate, Butibori, Nagpur - 441108.
	Jyoti Structures Ltd	6th Floor, Valecha Chambers, New Link Road, Andheri (W), Mumbai, Maharashtra, India – 400053.
	Amitasha Enterprises Pvt Ltd	101, Shivaji Nagar, Nagpur 440010, INDIA
	MPower Infratech (India) Pvt Ltd.	Plot No 28, Road No 4, Phase II, Cherlapally, Cherlapally, Hyderabad, Telangana 500051
2.	ACSR conductors	
	Apar Industries Ltd	301, Panorama Complex,, R. C. Dutt Road, Vadodara; Gujarat; Map -390007
	Sterlite Power Transmission Ltd	202, Pentagon Towers II, Magarpatta Township, Pune- 411028

Gammon India Ltd G55, MIDC, Butigori, Nagpur-441108

JSK Industries 9, A. K. Naik Marg, CST, Mumbai - 400 001. India.

3. **High Temperature Low Sag (HTLS) Conductors**

Apar Industries Ltd 301, Panorama Complex, R. C. Dutt Road, Vadodara;
Gujarat; Pin -390007

Sterlite Power Transmission Ltd 202, Pentagon TowersII, Magarpatta Township, Pune-
411028

4. **OPGW**

Sterlite Power Transmission Ltd 202, Pentagon TowersII, Magarpatta Township, Pune-
411028

ZTT International Pvt Ltd 322, 3rd Floor, Tower B4, Spaze IT Tech Park, Sector 49,
Sohna Road, Gurgaon 122018

5. **Monopole /Tubular Poles**

Valmont Structures Unit 203, 2nd Floor, Pentagon IV, Magarappata City,
Hadapsar, Pune – 411028, Maharashtra, India

Bajaj Electricals Ltd 002, Rustomjee Aspitree Bhanu Shankar Yagnik Marg Off
Eastern Express Highway, Sion(East), Mumbai 400022

6. **Hardware and accessories**

TAG Corporation Pvt Ltd 91, Tiruneermalai Main Rd, Parvathipuram, Chromepet,
Chennai, Tamil Nadu 600044

ASBESCO India Pvt Ltd 1A K.B.R. Complex 4 Ho-Chi-Minh Sarani, Kolkata, West
Bengal – 700071, India

Rashtra Udhog Limited 004, Clyde Row, Hastings, Kolkata, West Bengal 700022

Karamtara Engineering Pvt. Ltd.	705, Morya Landmark II, New Link Road Andheri (West), Mumbai – 400 053
IAC Electricals Pvt Ltd	701, Central Plaza, 2/6, Sarat Bose Road, Kolkata, West Bengal 700020
EMI Transmission Pvt Ltd	Center Point Unit – I, 1st floor, Dr. Babasaheb Ambedkar Road, Parel (E), Mumbai-12

7. **Composite Polymeric Insulator**

Gold Stone Teleservices Ltd	9-1-83 & 84 Ground Floor Amarchand Sharma Complex Secunderabad, Andhra Pradesh - 500 003, India
Deccan Enterprises Ltd	B/58-60,APIE, Balanagar, Hyderabad, Pin 500037, India
Pfisterer Sefag AG	Werkstrasse 7, 6102 Malters, Switzerland
MacLean Power York	7801 Park Place Rd PO Box 949 York, USA

Sd/-
ED (Unit-4&5)
PFC Consulting Limited