



HARYANA VIDYUT PRASARAN NIGAM LTD.
Regd. Office Shakti Bhawan, Sector-6, Panchkula
Corporate identity number: U4010HR1997SGC033683
Website: www.hvpn.gov.in email: cemm@hvpn.org.in
TEL No. 0172-2583724 Fax no. 0172-2583727

To

M/s Jain Brothers,
Bus Stand Road,
Barara (Ambala)-133201.

P.O. No. HDP- 2382 /REC-243/Xen/WB

Dated: 07.01.2019

Sub: Supply, Erection, Civil, Testing and Commissioning of equipment for Construction of 66 kV transmission lines related to 220 kV Sub-station Rajokheri in Ambala District on turnkey basis in the State of Haryana against tender enquiry no. REC-243 (NIT No. 967 dated 23.05.2018)

This is to notify that your offer/bid ref. no. 101/JB/2018-19 dated 20.07.2018 and further clarification vide ref. no. 115/REC-243 dated 20.08.2018, negotiation letter dated 03.12.2018 and up to date correspondences exchanged regarding Construction of 66 kV transmission lines related to 220 kV Sub-station Rajokheri in Ambala District on turnkey basis in the State of Haryana against tender enquiry no. REC-243 has been accepted vide Letter of Award sent vide this office Memo No.34 /REC-243/XEN/WB dated 20.12.2018. The Letter of Award has already been accepted by you vide letter no. JB/REC-243/105 dated 24.12.2018 and thus a contract has come into force thereof:-

Sr. no.	Name of lines	Length of line (in Km.)
1	Construction of 66 kV D/C line with 0.4 sq. inch ACSR conductor(10 km approx.) from 220 kV S/Stn.Rajokheri to 66 kV S/Stn.Mullana.	7.92 km
2	Stringing and sagging of 2nd ckt. of 66 kV Yara-Ugala D/C line with 0.4 sq. inch ACSR conductor(4 km approx.) and LILO of one ckt. with 0.4 sq. inch ACSR conductor(5km approx.)at 220 kV S/Stn.Rajokheri	11.5 km
3	Construction of 66KV D/C line with ACSR Zebra conductor from 220kV S/Stn.Rajokheri to 66kV S/Stn.Malikpur (New) with LILO of one circuit at 66kV S/Stn.Adhoya	13.3 km
4	66KV D/C line with ACSR Zebra conductor from 220kV S/Stn.Rajokheri to 66kV S/Stn.Kesri	11.2 km

WORK SCHEDULE :-

1.3.1 The successful Bidder immediately after award of contract is required to start the work of route survey and route alignment of 66 kV transmission lines at sites. At the same time stub sets, Form Boxes, Sag Templates etc. in sufficient quantity will also be arranged. It is expected that the Contractor will commence the construction activity at sites within 1 month from the date of award of contract and the Equipment will start arriving at sites within 2 months after the date of award of contract.

The bidder shall include in his proposal his Programme for Plannings, optimisation of Gantry locations and erecting the Gantries covered in this Specification. The Programme shall be in the form of a master network illustrating all necessary activities identifying key phases in various areas of the total work like design, procurement, manufacture and field activity such that the 66 kV transmission lines under the scope are commissioned within period mentioned in scope of bid (clause 1.1) from the date of signing of contract (i.e.15 months as indicated). The contract agreement will be signed within 30 days of issue of Letter of Award (LOA). In case, there is delay in signing of contract, the contractual completion period will be counted from the 30th day of issue of letter of award, irrespective of the reason of delay in signing of the contract. Offers which do not confirm to the requirements of the above time schedule are liable to be rejected.

PRICES:

Prices quoted by the bidder shall be FIRM during the performance of the contract and shall not be subject to variation on any account except for unit price of ACSR conductor and towers (including its extension and gantries). The unit price of conductor shall be variable as per CACMAI circulars with base price 30 days prior to opening of tenders and applicable rate as on 30 days prior to offer of material for inspection. The unit price of towers shall be variable as per IEEMA circulars with base price 30 days prior to opening of tenders and applicable rate as on 30 days prior to offer of material for inspection. The price variation shall be applicable only during the contractual period as per APPROVED PERT CHART. However, if the material is supplied after the supply schedule as mentioned in the approved PERT Chart or after the contractual completion period, the payable price shall be lower of the prices arrived at after applying IEEMA indices on the required date of supply of material and the date of actual offer of material. The price variation formulas for tower and conductor are placed at Annexure -XII

TAXES & DUTIES:

As per clause 14 of ITB and clause 52 of Conditions of Contract

LIQUIDATED DAMAGES (Clause 27 of COC)

The total amount of liquidated damages for delay under the contract will be subject to a maximum 8% of the Contract price of the works not commissioned in time.

In addition, if the Contractor fails to perform the work within the specified period given in the Award Letter or any extension thereof, with respect to successful completion of testing & commissioning of sub-stations, the Contractor shall pay to the Employer liquidated damages as under:-

1 st week to 8 th week or part thereof	0.25% per week	2% Max
9 th week to 20 th week or part thereof	0.50% per week	6% Max
Total		8%

However, the amount of liquidated damages for the contract be limited to a maximum of Eight percent (8%) of the total contract price of the works not commissioned in time.

In case where works/supplies extend beyond the contractual completion period, the amount towards LD shall not be withheld/ retained from the RA/supply bills. The same shall however be withheld/ retained from the pending bills/retention money after payment of 90% of the contract amount to the contractor. In case the LD is not recovered in full, the same shall be recovered from payments due to the contractor in other contracts being executed in HVPNL.

TIME FOR COMPLETION (Clause-25 of COC)

All the works covered under the contract shall be completed and commissioned within period mentioned in scope of bid (clause 1.1) from the date of signing of contract (i.e.15 months as indicated). The contract agreement will be signed within 30 days of issue of Letter of Award (LOA). In case, there is delay in signing of contract, the contractual completion period will be counted from the 30th day of issue of letter of award, irrespective of the reason of delay in signing of the contract.

PAYMENT TERMS:

The payment shall be regulated as per clause 33 of Conditions of Contract of Bidding Documents as detailed under: -

Terms of payment

- A Interest bearing mobilisation advance equal to 10 % of the contract value may be made on request by the turnkey contractor subject to fulfillment of following conditions: -

a). Interest bearing Mobilisation advance:

- 1st installment of Advance payment to the extent 2% at the time of signing of contract.
- 2nd installment of Advance payment to the extent 2% at the time of opening of site office.
- 3rd installment of Advance payment to the extent 6% on submission of invoice and proof by the contractor that civil subcontractor is appointed.

This advance shall be subject to fulfillment of following conditions:

- i) Submission of an unconditional and irrevocable Bank Guarantee equivalent to 110% of initial advance valid upto contractual completion period.
- ii) Submission of an unconditional and irrevocable Performance Bank Guarantee equivalent to 11% of the contract value. BG submitted by the contractor in lieu of mobilization advance can be reduced proportionately to the amount pending to be paid to the Nigam on account of advance at a given time i.e. if payment is recovered from the bill then simultaneously, the firm will be allowed to revise the amount of bank guarantee in five equal instalments. Firm can submit 5 Nos. BG's of equal amount for the total amount of advance to be taken from the Nigam.
- iii) Submission of an undertaking that they will mobilize construction gangs within one month of receipt of advance which will include deployment of labour and construction T&P, commencement of route survey work of the lines, opening of site office, placement of orders of major equipment etc
- iv) The advance shall bear an interest rate equal to PLR of SBI for quarterly compounded scheme, prevailing at the time of payment of mobilization advance. The interest on outstanding amount will be calculated at the end of each calendar month and will be recovered from the invoices to be submitted for payment in the next calendar month by the contractor.
- v) The amount of advance will be recovered @ 20 % of the value of each invoice submitted by the contractor for payment. The Bank Guarantee submitted by the contractor for mobilisation advance will be released in 5 equal installments after the amount of advance is recovered from the contractor.
- vi) The payment of mobilisation advance is optional. The contractor has the option of taking the interest-bearing interim advance or otherwise which he should indicate at the time of bid finalisation.

B Payment for line material

90% payment of the unit Price along with payable GST after deducting mobilisation advance @ 20% of the bill amount and upto date accrued interest thereon shall be paid within 30 days after receipt of material in site stores, but after verification by the concerned XEN. The payment shall be made on submission of following documents by the supplier to FA&CAO/MM, HVPNL, Panchkula:-

PACKING:

The material shall be packed before despatch as per provisions in clause-33.3 of COC of bidding documents and as per provision in technical specification.

QUANTITY VARIATION (Clause 54 of COC):

The provisional quantities required are mentioned in the respective schedule of prices. Final quantities shall be determined after completion and approval of the detailed route survey and check survey. The final quantities of towers, gantries, line materials and foundations shall be confirmed by the employer based on the requirement of quantities of various items furnished by the contractor after completion of detailed survey. Hence, it will be the responsibility of the contractor to intimate the exact requirements of all towers, gantries, foundations and line materials required for line immediately after the survey. The Empowered Officer of the employer will order the final quantities at the unit rates quoted in the bid.

The Empowered Officer of the employer reserves the right to increase or decrease upto 15% (fifteen percent only) of contract value the quantity of bid and services specified without any change in the unit price or other terms and conditions during the execution of the contract. The quantities of individual items may vary upto any extent after the final route plans and route profiles of the lines covered in the package are finalised.

The prices of inequitable items i.e. the items which are not mentioned in the BOQ of contract, shall be decided by Nigam with mutual consent of bidder

MAKES OF EQUIPMENT:

- i) You will supply the equipment from approved vendors of HVPNL as given by you in Schedule-7 and as per clause 2.2 of ITB.

DESPATCH OF MATERIAL:

The equipments will be dispatched directly in your site stores and will be verified by the Engineer of HVPNL in site stores and will be handed over to you on submission of indemnity bond.

TECHNICAL:

You have undertaken to provide the GTP's of all the equipment complying with HVPNL technical specification. Notwithstanding any errors and omissions in the said GTP's the same shall conform to technical specification of HVPNL/relevant ISS. All drawings and designs shall be submitted by you for approval in time as per provisions in the technical specification/ bidding documents. The submission of correct drawings shall be your sole responsibility.

You have agreed to all terms and conditions without any deviations as per conditions of contract and technical specification of bidding documents. Unless there is any thing repugnant or contrary to the context, all other terms and conditions will be applicable as per conditions of the NIT & bidding document.

Superintending Engineer/MM-I,
for CE(MM), HVPNL, Panchkula.



HARYANA VIDYUT PRASARAN NIGAM LTD.

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To

M/s Jain Brothers,
20-21/400, Bagichi Het ram,
Near Sheran wala Gate,
Patiala(Punjab).

Memo No. Ch-34 /REC-243/XEN/WB

Dated: 20.12.2018

Subject:- Supply, Erection, Civil, Testing and Commissioning of equipment for Construction of 66 kV transmission lines related to 220 kV Sub-station Rajokheri in Ambala District on turnkey basis in the State of Haryana against tender enquiry no. REC-243 (NIT No. 967 dated 23.05.2018): LOA for supply, erection, civil, testing and commissioning.

This is to notify that your offer/bid ref. no. 101/JB/2018-19 dated 20.07.2018 and further clarification vide ref. no. 115/REC-243 dated 20.08.2018, negotiation letter dated 03.12.2018 and up to date correspondences exchanged regarding Construction of 66 kV transmission lines related to 220 kV Sub-station Rajokheri in Ambala District on turnkey basis in the State of Haryana against tender enquiry no. REC-243 has been accepted for supply, erection, civil, testing and commissioning of equipment for transmission lines for total work value of **Rs. 21,50,00,000/- (Rs. Twenty One Crore and Fifty Lacs only)** including GST and all other taxes & duties etc. at the terms and conditions of the NIT and thus a contract has come into force thereof.

Superintending Engineer/MM-I,
for CE(MM), HVPNL, Panchkula.

CC:

1. Chief Engineer/TS, HVPN, Panchkula.
2. Superintending Engineer/TS, HVPN, Panchkula.
3. Executive Engineer, TS, HVPN, Ambala.
4. SPS to Director/Technical for kind information of the Director/Technical please.
5. SPS to Director/Projects for kind information of the Director/Projects please.