# JHARKHAND STATE ELECTRICITY BOARD

Engineering Building, H.E.C., Dhurwa, Ranchi – 834 004 Fax No. - 0651 - 2400799

Work Order No. ..... / CE(T) /Ranchi C.E. (Trans.)/ 954/ 11-12

Dated the...5|3|13

From,

Er. R. N. Tiwary

Chief Engineer (Transmission)

To,

M/s Magadh Micro Towers & Transmission Pvt. Ltd.

Veena Niwas, Dadijee Sweet Lane,

Boring Road, Patna - 800 001

Fax No. -0 6 1 2 - 2 2 7 9 0 5 6

Sub:

Engineering, Supply of materials/ equipments, Erection, Testing and commissioning of 132 kV, D/C, 3 phase Garhwa – Japla transmission line on turnkey basis.

Ref:

- NIT No. 624/ PR/ JSEB/ 2011-12. i)
- Your offer dated 28.02.2012.
- This office letter no. 239 C.E. (T)/ JSEB dated 09.05.2012. ii)
- This office letter no. 507 C.E. (T)/ JSEB dated 30.10.2012. iii)
- Your letter ref: MMTT/ JSEB/ NIT-624/73 dated 28.02.2012. iv)
- v) This office UOI No. 172 dated 07.11.2012.
- This office letter no. 527 C.E. (T)/ JSEB dated 06.11.2012. vi)
- Your letter ref: MMTT/ JSEB/ NIT-624/ 255 dated 07.11.2012. vii)
- Your letter ref: MMTT/ JSEB/ NIT-624/ 260 dated 14.11.2012. viii)
- This office LOI No. 600 dated 21.12.2012. ix)
- Your letter ref: MMTT/ JSEB/ NIT-624/ 290 dated 29.12.2012. x) xi)
- Agreement No. 15 dated 08.01.2013. xii)

Dear Sirs,

With reference to the above, the Jharkhand State Electricity Board (JSEB) (hereinafter referred as purchaser) is pleased to award this Work order on you (the contractor) for erection of all materials on turnkey basis for Engineering, Supply of materials/ equipments, Erection, Testing and commissioning of 132 kV, D/C, 3 phase Garhwa – Japla transmission line on turnkey basis.

This Work order should be read in conjunction with the Purchase Order No. equipments, Erection, Testing and commissioning of 132 kV, D/C, 3 phase Garhwa - Japla transmission line on turnkey basis supplied under this order.

# SCOPE OF WORK:-

The works to be undertaken by the contractor shall include the following.

Receipt, including unpacking, of the said equipment at site storages, preservation and i) conservation at site of work.



- Insurance of complete work governed by the contract including the said equipment from the time of dispatch from the manufacturer's factory till the issue of acceptance ii) certificate.
- Unpacking, checking for damage/shortage, clearing and erection.
- Security of the materials, transit insurance, project management and site organization v) obtaining forest clearance and right of way from statutory agencies/ owner, check vi) survey, erection, testing and commissioning of Garhwa - Japla transmission line.
- The scope of work includes detailed soil investigation at various tower locations such as railway crossings, major road crossings, power line crossings, river crossings and vii) wherever soil strata differs.

However, the soil investigation activities shall be completed alongwith primary survey much before the commencement of main erection activities. Soil investigation need not be carried out in all the locations of the line.

Besides above mentioned scope of work, the work has to be carried as per detailed viii) BOQ and approved schedule/ drawings.

# 2.

The work should planned to match with the supply of materials schedule as noted below as an example for transmission line:

- The whole line length of each Transmission line should be divided in two suitable (i)
- The foundation works for 1st suitable segments should be completed in first Phase.
- The foundation of second segments should be taken up only after completion of (ii) erection of conductor in any one segment (of S. No. 2.ii) and the similar sequence (iii) of foundation, erection and stringing of conductors to the next segments onward should be followed till completion of the project. The supply of materials should be planned accordingly.

# 3.

The Total Contract price for erection of all required materials/ equipments comes to Rs. 2,46,84,811.60 (Rupees Two Crore Forty Six Lac Eighty Four Thousand Eight Hundred Eleven and paise Sixty only) as per schedule annexed as Annexure - IB.

- This price is tentative, as it is based on the volume of work assessed, which may vary. However, the payment will be made on actual measurement of work carried out. i)
- You will be holding the equipments, materials, accessories, auxiliaries and other supplies as their custodian for the purpose of erection/ installation, testing and ii) commissioning till handing over to the JSEB. The unit rates inclusive of charges for storage and storage-cum-erection insurance, third party liability insurance, insurance as per workman compensation, transit insurance and all other insurance etc.
  - The unit rates are inclusive of all applicable taxes and duties including excise duty, sales tax, service tax, works contract tax, etc. Road permit, C form/ form-IX, will be iii) issued by JSEB. Request for issue of these permits/ forms should be submitted to JSEB at least 15 days in advance of their requirements.
  - The accepted unit rates for supply of various materials/ equipment are detailed in iv) Annexure-I.





4. QUANTUM OF WORK :-

The approximate quantities of various items of works are included in schedules (1B). The tenderer / contractor will be bound to execute the additional quantities to the extent of (+/-20%) of the agreemental value. Billing will be made only after approval of the competent authority and after issuance of letter separately by the office of undersigned in this regard.

5. PERIOD OF COMPLETION :-

The entire work is required to be completed in all respect within 18 (Eighteen) months from the date of issue of Letter of Intent (Dated 21.12.2012). This is a targeted work and time is the essence of the contract. The contractor will be required to maintain steady and regular progress to the satisfaction of the Engineer In-Charge to ensure that the work will be completed in all respect within the stipulated time. The contractor shall be intimated about priorities of work by JSEB and the contractor shall abide to it.

6. PAYMENT FOR ERECTION, CIVIL & ELECTRICAL WORKS :-

a) 10% of the Contract value for erection portion as advance carrying interest at 13% after the effective date of Contract on submission of a Bank Guarantee for equal amount in Purchaser's enclosed proforma from nationalized Bank.

b) 80% of the Contract price for erection portion on successful accomplishment of erection. The work advance payments as above shall be adjusted on prorate basis against this payment.

c) 15% of the contract price for erection portion on successful testing of the

equipment / installation.

- d) 5% of the Contract value for erection portion after successful completion, testing and commissioning of the project duly certified by the purchaser and issue of Provisional Acceptance Certificate by the Purchaser against submission of Bank Guarantee for equal amount to be kept valid till expiry of guarantee period.
- e) Billing should be for erection as per Schedule 1B.

7. PAYING AUTHORITY :-

The paying authority for the contract shall be Dy. Director of Accounts (RE/Plan), J.S.E.B, Engineering Building, Dhurwa, Ranchi-834 004.

8. WORK-IN-CHARGE / CONSIGNEE :-

- 8.1 Electrical Superintending Engineer, Transmission Circle, Ranchi will be the Over all In-Charge and Consignee of the work who will send all verified invoices to the DDA (RE/Plan) for Payment with a copy of the same to the undersigned for monitoring of the project. All materials will be regularized through Transmission Central Store, Namkum, Ranchi.
- 8.2 Electrical Executive Engineer, Transmission Division, Daltonganj will be the Engineer-In-Charge of the work.

8.3 Assistant Executive Engineer of the Transmission Sub Division, Garhwa will be the Work-In-Charge.

8.4 All communication in respect of design, drawing, programmes, report of work and other technical matters under this contract shall be made with Chief Engineer (Transmission), JSEB Head Quarter, Ranchi with a copy to ESE Transmission





Circle, Ranchi, however the layout/drawings, variation of quantity of equipments of Transmission Line should come to the under signed for necessary action after recommendation of GM cum CE, Transmission Zone-I, Ranchi.

## 9. <u>INSPECTION</u>:-

- 9.1 No Equipments, Component and materials shall be procured & dispatched by the Contractor from the manufacturer's / Suppliers premises to site without prior approval of drawings/ make and bill of quantity by the purchaser. Design & bill of quantity will be submitted by contractor for approval of purchaser.
- 9.2 All the equipment / materials purchased from outside agencies should be inspected by JSEB. However if materials not offered for inspection at schedule date, time & place or materials etc. rejected during course of inspection, the contractor shall bear the cost of re-inspection @ 0.50% of the cost of the materials as provided in this purchase order.

## 10. SECURITY DEPOSIT:-

You are required to submit (if not submitted earlier) a Bank Guarantee of 5% of the contract value from any nationalized bank towards security within 2 weeks from date of issue of LOI i.e. at the time of agreement.

## 11. PRICE VARIATION:-

- 11.1 The above price is firm and no price variation will be given at any stage.
- 11.2 The above price is inclusive of all taxes & duties.
- 12. STATUTORY DEDUCTION: All statutory deduction will be made as per existing rules.

#### 13. LIQUIDATED DAMAGE:-

If the contractor fails to execute and complete the work within the time as specified in the agreement or within the period of extension granted except in so far that the delay is on the purchasers account, In the event of your failure to execute any portion of the work within the stipulated / agreed schedule of 18 months, a penalty @ 0.50% of the total work value for each week of delay in completion of project beyond Schedule date of completion will be levied subject to Maximum limit of 10% of the order value.

## 14. BAR CHART:-

The Bar chart containing detailed activities for execution of the contract should be submitted within 10 days of the date of issue of this order.

#### 15. JURISDICTION OF COURT :-

Only Jharkhand High Court will have the jurisdiction for settlement of any dispute arising out of the contract.

# 16. GUARANTEED WEIGHT:-

The guaranteed technical particulars of the equipments/ materials shall be as per the GTP submitted by the contractors along with the offers. However prior approval of the undersigned must be obtain for design/ drawing etc. before dispatch.

#### 17. OTHER TERMS AND CONDITIONS:-

All other terms and conditions shall be as per provisions stipulated in Tender document.

Please return one copy of the Work order duly signed by you & stamped in token of your acceptance within 7 days from the date of issue of this Work order.

ON

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#### APPROVED VENDORS:-18.

Apart from the Vendors approved in the tender documents in Volume - II, the following Vendors are also being approved:

Vendors are also being approved.		Name of Vendors
Sl. No.	<b>Materials Descriptions</b>	Durganur Cement, M/s L&T,
10	Cement	M/s Lafarge, M/s Ultratech Cement Lear, Industries Ltd., M/s Jai Prakash Associates (Jaypee Cement),
		Yours faithfully,

Encl:- Annexure- 1B for Erection of Sch.-A (Page 1-5).

Sd/-

(R. N. Tiwary)

Chief Engineer (Transmission)

dated .....

Memo No. ...../ Ranchi

Copy forwarded to Finance Controller - II (MM)/ F.C. - II (Finance)/ DA (RE/ Plan)/

DDA (RE/Plan), DDA (Audit), JSEB, Ranchi for information and necessary action.

(R. N. Tiwary)

Chief Engineer (Transmission)

dated .....

Copy forwarded to Assistant Executive Engineer, Transmission Sub-Division, Garhwa/ Memo No. ...../ Ranchi Electrical Executive Engineer, Transmission Division, Daltonganj/ Electrical Executive Engineer, Transmission Central Store, Namkum, Ranchi/ Electrical Superintending Engineer, Transmission Circle, Ranchi/ General Manager-cum-Chief Engineer, Transmission Zone-I, Ranchi for information and necessary action. Sd/-

(R. N. Tiwary)

Chief Engineer (Transmission)

dated .....

Memo No. ...../ Ranchi

Copy forwarded for information and necessary action to Dy. Commissioner, Taxes South Circle, Ranchi, Patna/ Commissioner of Income Tax, Ranchi, Patna/ Commissioner of Central Excise, Ranchi, Patna/ Guard file/ R.A.O. (AG), J.S.E.B., Ranchi. Sd/-

(R. N. Tiwary)

Chief Engineer (Transmission)

dated ... 5 | 3 | 13

Memo No. ...128 / Ranchi

Copy submitted to T.S. to Engineer-in-Chief/ T.S. to Member (Dist. & Trans.)/ T.S. to

Chairman, JSEB, Ranchi for kind information.

This has got approval of the Board (106th Board Meeting) vide Agenda Item No.

1038/2012-13 and Resolution No. 1016.

Chief Engineer (Transmission)