



**MAHA VITARAN**

Maharashtra State Electricity Distribution Co. Ltd.

CIN : U40109MH2005SGC153645

Office of The Superintending Engineer (O&M Circle, Osmanabad)

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No. SE/O'Bad/Tech/No. **No 3 6 3 3**

Date: **1 8 JUL 2018**

### Addendum Notice

**Sub:** Addendum to the terms & conditions of the tender

**Ref:** Tender No. SE/OBAD/TECH/T-08 To T-39/2018-19

The following Addendum is being issued to the terms & conditions of the tenders & shall form a part of bidding documents for the tenders mentioned above,

#### **Section 1:**

#### **5.2 To be qualified for award of Contract, bidder shall also submit:**

- d) Proposals regarding work methods, scheduling and resourcing which shall be provided in sufficient detail to confirm the bidder's capability to complete the works in accordance with the specifications and the time for completion, including:
- i. qualifications and experience of key site management and technical personnel proposed for the contract.
  - ii. source. (own, lease, hire, etc.) and deployment schedule for major items of construction equipment and materials handling facilities proposed for carrying out the work.
  - iii. procurement plan for supply and delivery of major materials and equipment to the Site.
  - iv. Bidder should note that in support of documentation required as per sub clause no (d) iii above, only a list of proposed vendors and procurement plan are required. Bidder should not submit qualification documents of the vendors, technical details of equipment offered, guaranteed technical particulars etc.
- e) **Registration certificates for GST**  
Registration certificates under PF and labour laws as may be applicable as per the relevant acts.

#### **Section 2:**

#### **13.2 Payment procedure**

On completion of useful section, the Contractor may submit request for JM to concerned Executive engineer, O & M division with copy to Section Engineer. The concerned Section Engineer will carry out the JM and point out defects if any to the Contractor, else the activity shall be commissioned. After commissioning, the

contractor will submit Invoice along with document as per Check List to the concerned Executive Engineer , O & M Division. Executive Engineer , O & M Division after due scrutiny will clear RA Bill. The Executive Engineer , O & M Division will forward RA Bill to concerned circle Office for creation of Invoice/Audit. Concerned Circle Office will submit requirement to WM Section and WM Section will transfer money to the contractor's account.

A) The running account bills shall be based on Joint Measurement (JM conducted jointly by contractors authorised representative & MSEDCLs engineer in charge of the section. ( in who's jurisdiction work was executed).

i) 90 % payment- 90% payment against cost of materials and services including the civil works if any , commensurate with the progress achieved (complete useful section) and feeding of online NSC through ERP as per actual work on the basis of JM carried out by representative of Contractor & Employer.

B) Running Account bills are applicable to this contract.

C) Running account bills will be allowed only on completed & commissioned works & only Two RA bill in a month subject to minimum value of 20 lakh per RA bill

ii) Balance 10 % payment shall be made to the contractor after completion of 100 % work along with final bill on receipt of NOC from concerned Section officer & EE confirming all defects noticed are made good by the contractor & no any sort of work is balance or left in completed by the contractor and No Claim certificate from the Contractor

iii) The Contractor shall pay all the duties and taxes in consequence of his obligations under the Contract, and the Contract Price shall not be adjusted for such costs, except as stated in Sub-Clauses 13.14 (Changes in Legislation)

iv) Any quantities which may be set out in the Schedule of Prices / Activity Schedule are only estimated quantities and are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfilment of his obligations under the Contract.

v) No payment shall be released against supply of materials till erection and commissioning of the materials.

Note:- The detailed procedure to be followed for supervision, commissioning, Joint Measurement, preparation of invoices and processing of invoices is given in enclosed Annexure - II

### **17.1 INDEMNITY**

**18** The Contractor shall indemnify and hold harmless the Employer, the Employer's Representative, their contractors, agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the Works, including professional services provided by the Contractor.

**19** These indemnification obligations shall be limited to claims, damages, losses and expenses which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of physical property (other than the Works), including consequential loss of use. Such obligations shall also be limited to the extent that

such claims, damages, losses or expenses are caused in whole or in part by a breach of a duty of care, imposed by law on the Contractor or anyone directly or indirectly employed by the Contractor.

## **Appendix-2: PRICE ADJUSTMENT**

The prices for execution of the entire works covered under the scope of this work shall be quoted by the Bidder in the manner specified, in the BPS. The Ex-works price component, less advance will be subject to price adjustment, only for equipment/materials/items of work specifically stated under clause 1.0 below, (for which the bidder shall quote a base price), based on separate formulae as per price adjustment provisions given herein.

Prices for Ex-works price component for all other equipment/items except specified at Clause 1.0 below, Charges for Erection, Inland Freight & Insurance etc shall be FIRM and no price adjustment shall be applicable for these components for the entire duration of the Contract.

No price adjustment shall be applicable on the portion of the Contract Price payable to the Contractor as advance payment.

### **1.0 Materials and Labour portion:**

#### **1.1 Steel Structure**

Steel structure (excluding nuts, bolts) used in fabrication work at various places in SubTransmission and Distribution network (such as lattice structure used in ST&D network/line, switchyard etc.), which are billable items in the Bill of quantity (BOQ) shall be covered under this head. The price adjustment formula for such structural steel items shall be as mentioned hereinafter.

The price component of the structural steel for any shipment/ dispatch comprises of a fixed portion (designated as 'F' and the value of which is specified hereunder) and a variable portion linked with the indices for respective materials and labour (description and co-efficient as enumerated below).

The amount of price adjustment towards variable portion payable/recoverable on each shipment/dispatch shall be computed as under:

$$EC = EC1 - EC0$$

EC1 will be computed as follows in any of appropriate manner as applicable (a or b or c):

a) For structure using both heavy and lighter angles:

$$EC1 = EC0 * [F + 0.18 * (HA1/HA0) + 0.40 * (LA1/LA0) + 0.16 * (Zn1/Zn0) + 0.11 * (L1/L0)]$$

b) For structure using only heavy angles:

$$EC1 = EC0 * [F + 0.58 * (HA1/HA0) + 0.16 * (Zn1/Zn0) + 0.11 * (L1/L0)]$$

c) For structure using only lighter angles:

$$EC1 = EC0 * [F + 0.58 * (LA1/LA0) + 0.16 * (Zn1/Zn0) + 0.11 * (L1/L0)] \text{ Where}$$

EC = Adjustment to Ex-Works price component payable to contractor for each shipment/dispatch

EC1 = Adjusted amount of Ex-works price component of Contract payable to Contractor for each shipment / dispatch.

EC0 = Ex-works price for the respective item of the Contract, Shipment/dispatch wise (quoted price).

F = Fixed portion of the ex-works/FOB component of the Contract Price (F) shall be 0.15. HA = Price of

Heavy angle steel, as published by IEEMA LA = Price of Lighter angle steel,

as published by IEEMA Zn = Price of electrolytic high grade zinc, as

published by IEEMA

L = All India average Consumer Price Index Number for Industrial Workers (base 2001=100) as published/declared by Labour Bureau, Shimla, Government of India and circulated by IEEMA.

For the indices, subscript 'o' refers to indices as on 30 days prior to date set for opening of bids. Subscript '1' refers to indices as of

(a) two months/sixty (60) days prior to the date of shipment/dispatch for labour, and

(b) at the expiry of two third (2/3) period from the date of Notification of Award to the date of shipment/dispatch, for material.

For the purpose of this clause the date of shipment/ dispatch shall mean the Schedule date of shipment/dispatch or actual date of shipment/dispatch, whichever is earlier. The schedule date of shipment/dispatch shall be as identified in line with provisions of Time Schedule in the Contract Agreement.

In case of shipments/ dispatches which are delayed beyond the schedule date of shipment/dispatch for reasons attributable to the Contractor, the price adjustment provision shall not be applicable for the period of time between the schedule date of shipment/dispatch and the actual date of shipment/dispatch.

Note: As per IEEMA Circular No. IEEMA(PVC)/TLT/(R)/02/2007-

1) Heavy Steel Angles of size 150mm\*150mm\*12mm as per IS-2062 has been categorized as Heavy Angles (HA).

2) Re-rolled steel angles of size 50mm\*50mm\*4 mm Lighter has been categorized as Lighter Angles (LA).

3) Input costs for all heavy angles of size above 110m\*110mm are deemed to be related to the price under Sr No.1.

4) Input costs for all lighter angles of size below & including 110m\*110mm are deemed to be related to the price under Sr N o.2.

#### 1.2 33/22/11 KV Switchgear ( A.B. Switch)

The Contract Price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour and material components in accordance with the provisions described below. The Ex-Works price of 66/11 KV & 33/11 KV Switchgear (Indoor/Outdoor), Circuit Breakers, RMU, Sectionliser and Isolators excluding Mandatory Spares and Type Tests Charges (if any) will be subject to Price adjustment. The price adjustment formula for the components of the Contract Price, as mentioned above shall be as stipulated hereinafter.

The price component of the equipment for any shipment/ dispatch comprises of a fixed portion (designated as 'F' and the value of which is specified hereunder) and a variable portion linked with the indices for various materials and labour (description and co-efficient as enumerated below).

The amount of price adjustment towards variable portion payable/recoverable on each shipment/dispatch shall be computed as under:

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 * [F + 0.17 * (IS1/IS0) + 0.18 * (C1/C0) + 0.10 * (AL1/AL0) +$$

$$0.13 * (ER1/ER0) + 0.17 * (L1/L0)] \text{ Where}$$

EC = Adjustment to Ex-Works price component payable to contractor for each shipment/dispatch  
EC1 = Adjusted amount of Ex-works price component of Contract payable to Contractor for each shipment/dispatch.

EC<sub>o</sub> = Ex-works price for the respective equipment of the Contract, shipment/dispatch wise. F = Fixed portion of the ex-works/FOB component of the Contract Price (F) shall be 0.25.

IS = W wholesale Price Index Number for 'Iron & Steel' (Base 2004-05=100), as published by IEEMA  
C = Price of copper wire bars, as published by IEEMA

AL = Price of EC grade Aluminium rods, as published by IEEMA

ER = Price of Insulating Materials (epoxy resin), as published by IEEMA

L = All India average Consumer Price Index Number for Industrial Workers (base 2001=100) as published/declared by Labour Bureau, Shimla, Government of India and circulated by IEEMA.

For the indices; subscript 'o' refers to indices as on 30 days prior to date set for opening of bids. Subscript '1' refers to indices as of: three months/ninety (90) days prior to the date of shipment/dispatch for labour, and at the expiry of two third (2/3) period from the date of Notification of Award to the date of shipment/dispatch, for material.

For the purpose of this clause the date of shipment/dispatch shall mean the Schedule date of shipment/dispatch or actual date of shipment/dispatch, whichever is earlier. The schedule date of shipment/dispatch shall be as identified in line with provisions of Time Schedule in the Contract Agreement.

In case of shipments/dispatches which are delayed beyond the schedule date of shipment/dispatch for reasons attributable to the Contractor, the price adjustment provision shall not be applicable for the period of time between the schedule date of shipment/dispatch and the actual date of shipment/dispatch.

1.0. 7 The price adjustment amount towards price components of aforesaid materials i.e. conductor, transformers, cable, Steel structure and 66/11 KV & 33/11 KV Switchgear shall be subject to a ceiling of twenty percent (20%) of Ex-works price component of the corresponding Contract Price.

1.0. 8 For the purpose of price adjustment for Ex-works price component, the date of shipment for goods shall mean the scheduled date of shipment or actual date of shipment, whichever is earlier. Scheduled date of shipment will be ex-works date of dispatch, governed by the approved Bar Chart.

1.0. 9 No price increase shall be allowed beyond the original delivery dates unless specifically stated in the Time Extension letter, if any, issued by the Employer. The Employer will, however, be entitled to any decrease in the Contract price which may be caused due to lower price adjustment amount in case of delivery beyond the original delivery dates. Therefore, in case of delivery of goods beyond the original delivery dates, the liability of the

Employer shall be limited to the lower of the price adjustment amount which may be worked out either on scheduled date or actual date of dispatch of goods.

1.0. 10 In case of non-publication of applicable indices on a particular date, which happens to be the applicable date for price adjustment purposes, the published indices prevailing immediately prior to the particular date shall be applicable.

1.0. 11 If the price adjustment amount works out to be positive, the same is payable to the Contractor by the Employer and if it works out to be negative, the same is to be recovered by the Employer from the Contractor without any ceiling.

1.0. 12 The Contractor shall promptly submit the price adjustment invoices for the supplies made and works executed at site, positively within three (3) months from the date of shipment/work done whether it is positive or negative.

1.0. 13 Bids shall conform to the price adjustment provisions detailed above. Bids specifying prices for items on variable basis run the risk of rejection. A bid submitted on a fixed price basis will not be rejected but the price adjustment will be treated as zero.

### 1.3 PSC pole :

$$P = \frac{P_o}{100} \left( 15 + 15 \frac{C1}{C_o} + 28.20 \frac{Ic1}{Ic_o} + 28.70 \frac{Is1}{Is_o} + 13.10 \frac{W1}{W_o} \right)$$

Wherein

P<sub>o</sub> = Ex works price quoted/confirmed. C1

= Consumer price index for month...

C<sub>o</sub> = Consumer price @time of price quoted/confirmed

Ic1 = Cement Index for month...

Ic<sub>o</sub> = Cement Index @time of price quoted/confirmed

Is1 = Steel Index for month...

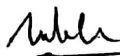
Is<sub>o</sub> = Steel Index @time of price quoted/confirmed

W1 = WPI for month...

W<sub>o</sub> = WPI @time of price quoted/confirmed

However, as per terms of the contract the price variation is to be restricted to 10% cost of pole.

All other terms & conditions of the tender documents of above mentioned tenders will remain same. All the concerns are requested to please take note of the same.

  
Superintending Engineer  
MSEDCL, Circle Office, Osmanabad