

TENDER DOCUMENT

FOR

DESIGN, MANUFACTURE,
SUPPLY, TRANSPORTATION,
FABRICATION, WELDING,
LAYING, TESTING, ERECTION &
COMMISSIONING OF HYDRO-
MECHANICAL EQUIPMENTS AT
KAWLBEM SHP.

GENERAL TERMS & CONDITIONS

1. **SCOPE of work :** The work tendered for includes “Design, Manufacture, Supply, Transportation, Fabrication, Welding, Laying, Testing, Erection & Commissioning of Hydro Mechanical works at Kawlbem SHP”.
2. The bidder should have experience of having completed similar works in a Small Hydel project which is in successful operation for at least more than 3 (three) years. Proof of document should be attached.
3. The Contractor whose tender is accepted, will be required to furnish Performance Quarantee of 5% (five percent) of the tender amount.
4. **TERMS OF PAYMENTS :**
 - i. 10% Mobilisation Advance against submission of equivalent Bank Guarantee with interest @ 10% and it shall be deducted from the running Bills. (BG form attached)
 - ii. The remaining balance payment will be as per actual measurement of work done.
5. **Tender period:** Tenders will be received up to 12:30 hrs on **13th Nov. 2017** and shall be opened on the same date at 13:30 hrs in presence of any tenderer or their representatives whoever may be present in the office of the undersigned.
6. **Purchase of tender documents:** The tender document may be purchased on payment of ` 500/- (non-refundable) for non-tribal and half of the amount for tribal tenderers in the shape of Demand Draft only, in favour of “Superintending Engineer, Project Circle-II, Power & Electricity Department, Mizoram” and payable at SBI, Dawrpui Branch, Aizawl, Mizoram only up to **13th Nov. 2017** from the office of the Superintending Engineer, Project Circle-II, Power & Electricity on any working day during office hours. Tenders from those contractors who purchase the Bid Documents from the office of the Superintending Engineer, Project Circle-II, Power & Electricity Department shall only be considered.
7. **Rates:** Rates should be quoted both in figures and in words and FOT Kawlbem Project site inclusive of all taxes and charges. No overwriting is allowed. All corrections should be initialed by the tenderer with seal stamped on it.
8. Validity period of tender : 180 days from the date of opening of tender.
9. **Earnest money:** Earnest money amounting to ` 84,000/- (Rupees eighty four thousand) only in the form of non-interest bearing deposit-at-call drawn in favour of the Superintending Engineer, Project Circle-II, Power & Electricity Department in a separate cover subscribing the NIT No. and the date of opening shall be attached. Tribal tenderers are allowed to submit earnest money for half the above amount.

10. **COMPLETION PERIOD:**

The works including supply of the material should be completed within four (4) months from the date of issue of the work order. In the event of the successful tenderer not able to execute the works in time due to force majeure i.e riots, civil commotion, war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, act of God such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fire not caused by contractors negligence and others such causes which the contractor has no control and are accepted as such by the Engineer-in-charge, whose decision shall be final and binding, the relative obligation of the tenderer shall remain suspended for the period during which such force majeure cause lasts on providing satisfactory evidence.

11. **GUARANTEE**

The tenderer shall provide cover of guarantee to the materials supplied for a period of one year from the date of supply of the materials and works done. During the guarantee period, the tenderer shall remedy, at his expense, all defects that may develop under normal operation.

12. **DELAY IN COMPLETION :**

If the contractor fails to complete the works within the time specified in the contract agreement or any extension thereof, the Department shall be at liberty to recover from the contractor as liquidated damages a sum of one half of one percent (0.5 percent) of the contract price for each calendar week of delay. The total liquidated damage shall not exceed ten percent (10%) of the contract price.

13. **EXTENSION OF TIME**

If the works is delayed due to reasons beyond the control of the contractor, the contractor shall without delay give Notice to the Department in writing of his claim for an extension of time within 30 days of scheduled date of completion. The Department on receipt of such Notice may agree to extend the contract as may be reasonable but without prejudice to other terms and conditions of the contract.

14. **TERMINATION OF THE CONTRACT:**

The contractor should note that he has not employed any person to solicitor secure the contract upon any agreement for a commission, percentage, brokerage or contingent fee, breach of this warranty shall give the Department the right to cancel the order or to take any other measures as the Department may deem fit. The warranty does not apply to commissions payable by the supplier to establish/commercial or selling agent for the purpose of securing business. If the liquidated damage exceeds 10% of the contract price the Department may terminate the contract.

15. **NON-ASSIGNMENT**

The contractor shall not assign or transfer the contract or any part thereof without the prior approval of the purchaser.

16. **JURISDICTION :**

No legal proceeding shall be taken to enforce any claim and no suit arising out of any conflict shall be instituted except in a court of competent law located within MIZORAM.

17. **LIABILITY:** Defect Liability period is 365 days from the date of commissioning of the project.

18. **RIGHT TO RESERVE:** The undersigned reserves the right to cancel or change wholly or partly of the tender or any part of the tender without assigning reason thereof and he is not bound to accept the lowest rates.

19. **Non-Tribal Tenderers should submit the followings along with their Tenders:**

- 1) Income Tax Clearance Certificate.
- 2) Goods & Services Tax Identification Number (GSTIN).
- 3) Authorized Dealer must submit an Authorized Dealership certificate issued by Manufacturers.

Tribal Tenderers should submit :

- 1) Professional Tax Clearance Certificate.
- 2) House Tax Payee Certificate.
- 3) Goods & Services Tax Identification Number (GSTIN).
- 4) Authorized Dealer must submit an Authorized Dealership certificate issued by Manufacturers.

20. **LANGUAGE AND MEASURE :** All Documents pertaining to the Contract including Specifications, Schedule, Notice, Correspondence, Operating and Maintenance Instructions, Drawings or any other writings shall be in English Language. The Metric System of measurement shall be used exclusively in this Contract.

21. **CORRESPONDENCE :**

i) Any notice to the Contractor under terms of the Contract shall be served by registered mail or by hand at the Contractor's principal place of business.

ii) Any notice to the Purchaser shall be served at the Purchaser's Principal office in the same manner.

22. **LEGAL ADDRESS OF THE PARTIES:** The address of the parties to the Contract are as follows:

Purchaser : The Superintending Engineer,
Project Circle-II,
Power & Electricity Department
Government of Mizoram :Aizawl.

Contractor : _____

TECHNICAL SPECIFICATIONS OF THE MATERIALS:

- (i) **Cast Iron Valve:** 900mm nominal diameter Cast Iron Double Flanged valve non rising type of hydraulic test pressure 1 ~ 15kgf/cm² (body) & 10kgf/cm² (seat) conforming to IS 210, FG-260 with matching flanges (1115mm dia./44mm thick & 28 holes of 34mm dia.) and accompanying nuts & bolts.
- (ii) **Sluice Gate:** Rising spindle type sluice gate of size 1300x1500mm having carbon steel frame, door & head stock and stainless steel spindle with bronze seat facing complete with all accessories as per manufacturing standard of IS-13349–1992.
- (iii) **Intake Gate:** Rising spindle type sluice gate of size 1500x1300mm having carbon steel frame, door & head stock and stainless steel spindle with bronze seat facing complete with all accessories as per manufacturing standard of IS-13349–1992.
- (iv) The tender amount of the work is ` 24,82,500/-
- (v). For the above works, adequate power shall be supplied by the Department at work-site on payment of normal tariff. Suitable accommodation for Supervisors and labours shall be provided free of charges near the site. Contractor may arrange for own power supply for achieving smooth progress of works.
- (Vi). Open space for workshop near the project site shall be provided by the Department.
- (vii). All tools and machinery required for welding, erection including consumable like gases, welding rod, etc. shall be provided by the contractor.

PERFORMANCE BANK QUARANTEE

To

_____ (name of Purchaser)
_____ (address of Purchaser)

WHEREAS _____ [name and address of contractor] has undertaken, in pursuance of Contract No _____ dated _____ to excute --
---- [name of contract and brief description of works] (herein called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Quarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Quarantee:

NOW THEREFORE we hereby affirm that we are the Quarantor and responsible to you on behalf of the Contractor, up to a total of Rs. _____ (in words _____) only, such sum being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of quarantee] as aforesaid without your needling to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waived the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This quarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of quarantor _____
Name of Bank _____
Address _____
Date _____

BANK QUARANTEE FOR ADVANCE PAYMENT

To

_____ (name of Purchaser)
_____ (address of Purchaser)
_____ (name of Contract)

Subject :

Gentlemen:

In accordance with the provisions of the Conditions of contract, of the above mentioned Contract, _____ [name and address of Contractor] (herein called "the contractor") shall deposit with _____ [name of Purchaser] a bank quarantee to quarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of Quarantee]* _____ [in words].

We, the _____ [bank of financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to _____ [name of Purchaser] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, an amount not exceeding _____ [amount of guarantee]* _____ [in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of works to be performed there under or of any of the contract documents which may be between _____ [name of Purchaser] 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.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Purchaser] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: _____
Name of Bank / Financial Institution: _____
Address: _____
Date: _____