

TENDER DOCUMENT

FOR

**MANUFACTURE, SUPPLY,
TRANSPORTATION,
FABRICATION, WELDING,
LAYING, TESTING, ERECTION
& COMMISSIONING OF M.S
PEN STOCK PIPES AT
KAWLBEM SHP.**

GENERAL TERMS & CONDITIONS

1. **SCOPE of work** : The work tendered for includes Manufacture, Supply, Transportation, Welding, Testing, Laying & Erection and commissioning of M.S Penstock pipes and expansion joints at Kawlbem SHP.
2. **Tender period**: Tenders will be received up to 12:30 hrs of **26.10.2015** 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.
3. **Purchase of tender documents**: The tender document may be purchased before and on up to **26.10.2015** from the office of the Engineer-in-Chief, Power & Electricity Department on payment of Rs.1500/- (non-refundable) in the form of Bank draft pledged in favour of Engineer-in-Chief, Power & Electricity Department on any working day during office hours, except on Sunday and other Government holidays. Tenders from those contractors who purchase the Bid Documents from the office of the Engineer-in-Chief, Power & Electricity Department shall be considered only.
4. **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. Rates should be quoted in meter length of finished pipe or per metric ton or both. For the bends, reducers and rates per each should be quoted.
5. Validity period of tender : 180 days from the date of opening of tender.
7. **Earnest money**: Earnest money amounting to Rs. 5,00,000/- (Rupees five lakhs) only in the form of non-interest bearing deposit-at-call drawn in favour of the Engineer-in-Chief, Power & Electricity Department in a separate cover subscribing the NIT No. and the date of opening should accompany the techno financial bid failing in which the tender shall not be opened. Tribal tenderers are allowed to submit earnest money for half the above amount.
8. **TERMS OF PAYMENTS** :
 - i. 20% Mobilisation Advance against submission of equivalent Bank Guarantee.
 - ii. 50% payment shall be made only after receipt of the materials in full and good condition at site. Bill/s may be released for the work done in Running account deducting the mobilisation advance in pro-rata basis.
 - iii. Final 10% payment shall be made after successful testing of the pipeline with static pressure test.
9. **COMPLETION PERIOD**

The works including supply of the material should be completed within six 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.

12. **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.

13. **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 of the uncompleted works, for each calendar week of delay. The total liquidated damage shall not exceed ten percent (10%) of the contract price of the unit or units so delayed.

14. **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.

15. **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.

16. **NON-ASSIGNMENT**

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

17. **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.
18. **RIGHT TO RESERVE:** The undersigned reserves the right to cancel or change wholly or partly 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) Sales Tax Clearance Certificate
 - 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) Sales Tax Clearance Certificate
 - 4) Authorized Dealership Certificate
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 Contract 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 Engineer-in-Chief
 Power & Electricity Department
 Government of Mizoram : Aizawl.
- Contractor : _____

TECHNICAL SPECIFICATIONS OF THE MATERIALS:

- (i) Mild steel pipes should be fabricated out of plates conforming to IS – 2002 Gr. 2A BOQ of which is enclosed herewith as per Annexre.
- (ii) A no. of specials normally required for penstock like bends, air vent pipes, reducer pieces, expansion joints are to be included in the scope of work. A copy of the profile of the penstock is enclosed for reference in the regard. All bends, reducers and expansion joints should confirm to the specifications of relevant IS Codes.
- (iii) Civil works for penstock supports like saddles and anchor blocks shall not be a part of the work and the department shall be responsible. Saddles and anchor blocks after first stage concreting will be handed over to the contractor for laying at site.
- (iv) Design salient features
 Main penstock inner diameter 0.90 m
 Bifurcated penstock inner diameter 0.70 m

	Length	Thickness	Weight	Wastage 3%	Total
0-50 m head main penstock	195.35 m	6.00 mm	26,122	784.00	26,906 kg
50-100 m head penstock	98.15 m	10.00 mm	21,971	659.00	22,630 kg
100-150 m head penstock	98.33 m	12.00 mm	26,471	794.00	27,265 kg
150-222 m head penstock	98.07 m	18.00 mm	39,862	1196.00	41,058 kg
Total	489.90 m		114,426	3433.00	117,859 kg
Penstock length after bifurcation	60.00 m	14.00 mm	14,753	443.00	15,196 kg
Grand total	549.90 m		129,179	3876.00	133,055 kg
Say					133,100 kg

- (v) The tender amount of the work is Rs. 2,45,74,813.00
- (vi). 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.
- (vii). Open space for workshop near the project site shall be provided by the Department.

- (viii). All tools and machinery required for welding, erection including consumable like gases, welding rod, Radiographic films etc. shall be provided by the contractor.
- (ix). Safety of all workmen, materials and equipments including safe storage of Radioactive sources shall be the responsibility of the contractor.
- (x). After erection of the penstock along with its components and connected with valves provided by the Turbine manufacturer, the penstock shall be filled with water and kept for twenty four hours after which leakage, if any, found after joint inspection by the contractor and representative of the department shall be rectified.
- (xi). Radiography for erection welds including factory welds for penstock shall be done in the limited length at the junction of longitudinal welds and filled circumferential welds. The interpretation of Radiographic fills containing the test is included in the scope of works. Nothing extra shall be paid for the same.