

**GOVERNMENT OF MIZORAM
POWER & ELECTRICITY DEPARTMENT**

TENDER DOCUMENTS

**Name of work : Renovation and Modernization of Electro-Mechanical
Components Tuipanglui SHP (2x1500kW)**

Tender Amount : Rs. 58,00,000.00
(Rupees fifty eight lakhs) only.

Issued by :-

The Superintending Engineer,
Lunglei Power Circle,
Power & Electricity Department, Lunglei

Issued to :

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Name of work : Renovation and Modernization of Electro-Mechanical Components of Tuipanglui SHP (2x1500kW)

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TERMS AND CONDITIONS FOR NOTICE INVITING TENDER
No.1 of 2017-2018

INSTRUCTION TO TENDERERS :

1. Tender should be submitted in prescribed form which may be obtained from the office of the undersigned on cash payment of Rs.750/- for tribal bidder and Rs. 1500/- for non-tribal bidder. Name of work with location and Tender Notice No. should be clearly written on the cover containing the tender as well as Tender.
2. The registration of the contractor should be valid on the date of last date of submission of tender.
3. Tender must be addressed to the : ***Superintending Engineer, P&E, Lunglei Power Circle***
SAMSON ZORAMTHANGA Building
C-3/1033, Chanmari-III, Lunglei – 796701
4. The tender document affixing non-refundable court fee stamp worth Rs.20/- (Rupees twenty) only in case of non-tribal tenderers and valid HTPC in case of tribal tenderers.
5. The Rate must be quoted in both figure and in word. All correction, over writing, cutting errors must be initialed with date otherwise the tender will be treated as invalid. The rates quoted in words shall have priority over those with figures.
6. The Tenderer shall have to deposit earnest money (1% of estimated amount or Rs. 58,000.00 for tribal and 2% of estimated amount or Rs 1,16,000.00 for non-tribal) along with the tender form of Demand Draft of a scheduled Bank guarantee by the Reserve Bank of India pledged in favour of the Superintending Engineer, P&E Deptt, Lunglei Power Circle, Lunglei.
7. The Earnest Money Deposited (EMD) of the unsuccessful tenderers will be refundable within ten (10) days after awarding the work to the successful tenderer.
8. The undersigned is not bound to accept the lowest tender or any tender and shall have the right to accept /reject the tender without assigning any reason thereof.
9. Canvassing directly/indirectly in connection with the tender will disqualify the tender.
10. No tenderers are allowed to submit more than one tender. On such case the tender will be treated as invalid
11. Tenderers or their representatives may be present at the time of opening the tenders if he/she so desires.
12. Any abbreviation/short/full form other than specified in the tender notice will not be accepted.
13. In case of controversies arising out of the terms and conditions, the decision of the undersigned will be binding and fixed.
14. The successful tenderer shall have to execute deed of agreement within 7(seven)days from the date of issue of work order of the tender, failing which the work order will be treated as cancelled.
15. All pages of the tender documents should be signed with seal.
16. Tenderer failing to comply with the above terms and conditions will be treated as invalid.
17. In case of any litigation, the legal jurisdiction will be Mizoram only.

Superintending Engineer,
Lunglei Power Circle,
Power & Electricity Department, Lunglei

1.0 DEFINITION OF TERMS

- 1.1 'The Contract' means the agreement entered into between Owner and Contractors as per the contract agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 'Owner or Employer' shall mean **Power & Electricity Owner, Govt. of Mizoram** and shall include their legal representatives, successors and assigns.
- 1.3 'Contractor' shall mean the Firms to whom the Project execution work is awarded by **Power & Electricity Owner, Govt. of Mizoram** and shall include such Firms' or Consortium's / Joint Venture's legal representatives, successors and permitted assignees.
- 1.4 'Sub-Contractor' shall mean the person named in the Contract for any part of the works or any person to whom any part of the contract has been sublet by the contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such person.
- 1.5 'Engineer in charge' shall mean the officer appointed in writing by the Owner to act as Engineer from time to time for the purpose of the Contract.
- 1.6 The terms 'Equipment', 'Stores' and 'Materials' shall mean and include equipment, stores and materials to be provided by the contractor under the contract.
- 1.7 'Work' shall mean and include the furnishing of equipment, labour and services, as per the specifications and complete erection, testing and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site as defined in the contract.
- 1.8 'Specifications' shall mean the specifications forming a part of the contract and such other schedules and drawings as may be mutually agreed upon.
- 1.9 'Site' shall mean and include the land and other places on, into or through which the work and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or contractor in the performance of the contract.
- 1.10 The term "Price Components" shall mean i) Ex-Works Price and freight with insurance charges for Supply and Delivery of materials ii) Erection Charges with cost of Insurance for erection, testing and putting into satisfactory operation.
- The term "Contract Price" shall mean the lump-sum firm price components with taxes and duties of the entire works awarded to the Contractor with additions and/or deletions as may be agreed and incorporated in the letter of award, for the entire scope of the work.
- 1.11 The term 'Transportation' & 'Erection Portion' of the contract price shall mean the value of field activities of the work including erection, testing and putting into satisfactory operation including successful completion of performance and guarantee tests to be performed at site by the contractor including cost of insurances.
- 1.12 'Manufacturer's Works' or 'Contractor's Works', shall mean the place of work used by the manufacturer, the contractor, their collaborators/associate or sub-contractors for the performance of the contract.

- 1.13 'Inspector' shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment; stores or works under the contract and/or the duly authorized representative of the Owner.
- 1.14 'Notification of Award of Contract'/Letter of Award'/Telex of Award' shall mean the official notice issued by the owner notifying the contractor that they are awarded the works.
- 1.15 'Date of Contract' shall mean the date on which notification of award of contract/letter of award/telex of award has been issued.
- 1.16 'Month' shall mean the calendar month. 'Day' or 'Days', unless herein otherwise expressly defined, shall mean calendar day or days of 24 hours each.
- 1.17 'Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.18 When the words 'Approved'. Subject or Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used, the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer.
- 1.19 'Test on Completion' shall mean such tests as prescribed in the contract to be performed by the contractor before the work is taken over by the owner.
- 1.20 'Start Up' shall mean the time period required to bring the equipment covered under the contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The startup period shall include preliminary inspection and checkout of equipment and supporting sub-system, initial operation of the complete equipment covered under the contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut down, inspection and adjustment prior to the trial operation period.
- 1.21 'Initial Operation' shall mean the first integral operation of the complete equipment covered under the contract with the sub-system and supporting equipment in service or available for service.
- 1.22 'Trial Operation', Reliability Test', 'Trial Run', 'Completion Test' shall mean the extended period of time after the start up period. During this trial operation period, the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the contract.
- 1.23 'Performance and Guarantee Test' shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the contract documents.
- 1.24 The term 'Final Acceptance/Taking Over' shall mean the Owner's written acceptance of the works performed under the contract, after successful commissioning/ completion of performance and guarantee tests, as specified in the accompanying technical specification or otherwise agreed in the contract.
- 1.25 'Commercial Operation' shall mean the conditions of operation in which the complete equipment covered under the contract is officially declared by the Owner to be available for continuous operation at different loads up to and including rated capacity. Such declaration by the Owner, however, shall not relieve or prejudice the contractor of any of his obligations under the contract.
- 1.26 'Warranty Period', 'Guarantee Period'/'Maintenance Period'/ 'Defect Liability Period' shall mean the period during which the contractor shall remain liable for repair or replacement of any defective part of the works performed under the contract.

- 1.27 'Latent Defects' shall mean such defects caused by faulty design, material or workmanship which cannot be detected during inspection, testing etc, based on the technology available for carrying out such tests.
- 1.28 'Drawing', 'Plans' shall mean all:
- a) Drawing furnished by the Owner / Consultant as a basis for works.
 - b) Supplementary drawings furnished by the Owner/consultant to clarify and define in greater detail the intent of the contract.
 - c) Drawings furnished by the Owner/Consultant to the contractor during the progress of the work; and
- 1.29 'Codes' shall mean the following including the latest amendments and / or replacement, if any:
- a) Electricity Act, 2003 and Rules & Regulations and amendments made there under.
 - b) The Factory Act, 1948 and Rules & Regulations and amendments made there under.
 - c) The Industrial Dispute Act, 1947 and rules & Regulations and amendments made there under.
 - d) Contract Labour (Regulation and Abolition) Act 1972 and rules & Regulations and amendments made there under and other Labour Laws applicable.
 - e) Standards of the BIS.
 - f) Other Internationally approved standards and/or rules and Regulations touching the subject matter of the contract.
- 1.30 Words imparting the singular only shall also include the plural and vice-versa where the context so requires.
- 1.31 Words imparting 'Person' shall include firms, companies, corporation and association or bodies of individuals, whether incorporated or not.
- 1.32 Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof if any. In addition to the above the following definitions shall also apply.
- a) 'All equipment and materials' to be supplied shall also mean 'Goods'.
 - b) 'Constructed' shall also mean 'erected and installed'
 - c) 'Contract Performance Guarantee' shall also mean 'Contract Performance Security'.
 - d) 'Zero Date' will be started from the date of acceptance of "Letter of Award" by the successful bidder.

General Terms & Conditions

1. The tenderer should have experience of executing Renovation & Modernization works of small/ mini hydro power projects and should enclose completion certificates of similar works in his tender offer. The tenderer should be registered with Mizoram taxation Owner and should enclose his VAT registration certificate in his tender offer.
2. **Scope of Work:**
Renovation & Modernization of Electro-Mechanical Components of 2x1500 kW TG sets at Tuipanglui Small Hydel Project specified in the “Particulars of Work”. The scope of work also includes all items included in the Schedule.
3. **Prices:**
Price for each item of work shall be firm, FOT project site, inclusive of all taxes, transportation and handling charges. If there is any variation or introduction of new taxes or GST during execution of the work, the same will be payable extra to the contractor. The contractor must obtain written instructions from Engineer-in-charge before taking up any extra item beyond the scope of the contract.
4. **Security Deposit and Performance Guarantee:**
At the time of signing of contract, the contractor shall, within 15 days, provide security deposit @ 5% of the total contract price in the form of bank guarantee pledged in favour of the Superintending Engineer, Lunglei Power Circle, Lunglei, Mizoram. 50% of the Performance Guarantee should be returned as Security Deposit and shall be released after the Guarantee/Warranty period is over.
5. **Terms of payment:**
 - a) 10% of the contract price shall be paid as Mobilisation Advance against submission of equivalent Bank guarantee.
 - b) 70% payment shall made after receipt of the materials in full and good condition at site at the satisfaction of the engineer. Bill/s shall be released for the work done in Running account as per actual measurement deducting the mobilization advance in pro-rata basis.
 - c) Final 20% payment shall be made after successful testing and pre commissioning of the work.
6. **Completion Period:**
The work should be completed within 1 (one) year from the date of signing of contract.
7. **Handing over of sites to the contractor:**
It may be required to dismantle the powerhouse equipment/ gates/ valves to ascertain the condition of various assemblies and undertake detailed design of equipment to be repaired / replaced, which may require shutdown of the power house. Therefore, the Owner shall hand over the space for executing the work and allow the contractor to dismantle the equipment after signing of the contract.

8. Taking Over:

The works shall be taken over from the contractor by the Owner after the contractor successfully re-commissions the power station to the full load to satisfaction of the Owner's Engineer-in-charge. The present maximum capacity of the sets is 2x1500 kW.

9. Guarantee/Warranty:

The tenderer shall provide cover of warranty to works executed for a period of 365 days from the date of taking over of the work. During the warranty period, the tenderer shall remedy, at his expense, all defects that may develop under normal operation of the generating sets.

10. Replacement :

If any equipments are damaged or lost before the work is taken over by the Owner, the contractor shall be required to replace the equipments at his own cost.

11. Tools and Plants:

The contractor shall arrange at his own cost, the necessary tools and plants/ instrument required for executing the works allotted to him.

12. Force Majeure:

In the event of the contractor 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, earthquake, lightning, land slide, unprecedented floods, fires and other such causes which the contractor has no control and are accepted as such by the Engineer-in-charge, the relative obligation of the tenderer shall remain suspended for the period during which such force majeure cause lasts on providing satisfactory evidence.

13. Delay in completion:

If the contractor fails to complete the work fully within the completion period specified in the contract agreement, the Owner 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 portion of the work for each calendar week of delay. The total liquidated damages shall not exceed ten percent (10%) of the uncompleted portion of the work.

14. Contractor's default and liability:

(i) The Owner may upon written notice of default to the contractor, terminate the contract in circumstances detailed here under:

- (a) If in the judgment of the Owner, the contractor fails to complete the contract work within the completion period and time extension granted by the Owner to the contractor.
- (b) If in the judgment of the Owner, the contractor fails to comply with any of the other provisions of the contract.

- ii) In the event of the Owner terminating the contract in whole or in part, the Owner reserves the right to award the contract to other capable firms for completing the uncompleted portion of the contract.

15. The following should submit along with their Tenders :

1) Non-Tribal Tenderers

- a) Income Tax Clearance Certificate
- b) GST Registration Certificate
- c) Authorized Dealership issued by manufacturer

2) Tribal Tenderers

- a) Professional Tax Clearance Certificate
- b) House Tax Payee Certificate
- c) GST Registration Certificate
- d) Authorized Dealership issued by manufacturer

16. Extension of time:

If the works are delayed due to force majeure or reasons beyond the control of the contractor, the contractor shall immediately request the Owner, atleast 30 days before scheduled date of completion, in writing for an extension of time. The Owner, on receipt of such request may agree to extend the contract period as may be found reasonable but without prejudice to other terms and conditions of the contract.

17. Non-Assignment:

The contractor shall not assign or transfer the contract or any part thereof without the prior approval of the Engineer-in-charge.

18. Termination of the contract:

The owner reserved the right to terminate the contract either in part or in full shall the contractor does not comply to the requirement of the contract. The owner shall give 15 days notice in writing to the contractor of this decision.

19. Jurisdiction:

No legal proceedings shall be taken to enforce any claim and no suit rising out of any conflicts shall be instituted except in a court of competent jurisdiction located within MIZORAM. Further, all the disputes regarding interpretation/ decisions on all the clauses of the contract / execution of the work shall be resolved amicably under Indian Arbitration & Conciliation Act, which shall be binding on both the parties.

20. Other conditions:

- a) The work shall be executed on turn-key basis.
- b) The list of relevant IS standards are enclosed.

APPLICATION FORM

To

The Superintending Engineer, P&E
Lunglei Power Circle, Lunglei

Subject : Purchase of Tender Documents

Ref : Your NIT No.1 of 2017-2018

Sir,

I am a registered Firm/Contractor as _____
Firm/Contractor and my registration number is _____. It is certified
that the said registration is valid up to _____ (Photo copy of validity enclosed).

It is further certified that this registration is valid as on date and I shall inform the
Owner myself as soon as my registration expires or is cancelled.

I request that permission may be granted to me for the purchase of tender
document for the work 'Renovation and Modernisation of Electro-Mechanical Components of
Tuipanglui SHP (2x1500kW)'

Yours faithfully,

Dated : _____

Contractor : _____

Address : _____

Phone No : _____

**GOVERNMENT OF MIZORAM
POWER & ELECTRICITY OWNER**

State : **Mizoram**
Chief Engineer : **System Operation, Aizawl**
Circle : **Lunglei Power Circle, Lunglei**
Division : **Power Division Saiha**
Sub-Division : **Tuipang'V' Power Sub-Division, Tuipang 'V'**

Item rate tender & Contractor for Works in two envelope system :

Tender for the work : **Renovation and Modernisation of Electro-Mechanical Components of
Tuipanglui Small Hydel Project (2x1500kW)**

- i) To be submitted by **12:30** hours on _____ to Superintending Engineer, P&E **Lunglei Power Circle** at Lunglei, Mizoram.
- ii) To be opened the in presence of tenderer who may present at **13:30** hours on _____ in the Office Chamber of **Superintending Engineer, P&E, Lunglei Power Circle, Lunglei**
- iii) Issued to : _____

Signature of issuing the document

- iv) Designation : The Superintending Engineer, P&E, Lunglei Power Circle

Date of Issue : _____

