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**SECTION 1: INSTRUCTIONS TO BIDDERS****1.1 Introduction:**

This part, Instruction to Bidders (ITB), Section-1 of the Bidding Documents provides the information necessary for bidder to prepare responsive bids for “**DGPS site survey, planning, supply, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning and operation & maintenance for 3 years including documentation of all items/material required to complete works to convert existing overhead electrical line network into underground cabling at all the voltage levels of 33 KV, 11kV and LT including provision of Ring Main Units, Packaged Sub stations and other allied works for improving the power delivery mechanisms in the jurisdiction of Division No – I, Agartala City( Phase-I).**” on turnkey basis. It also provides information on bid submission, opening and evaluation and on contract award. ITB Section-1

contains provisions that are to be used unchanged unless part Special Condition of Contract, Section-7, which consists of provisions that supplement, amend, or specify in detail, information or requirement included in ITB Section-

1 and that are specific to each procurement, states otherwise. If there is a conflict between the provision of ITB Section-1 & Special Condition of Contract Section-7, the provisions of Special Condition of Contract Section-7 shall prevail.

However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section-6: General Conditions of Contract and/or Section-7: Special Conditions of Contract.

The TRIPURA STATE ELECTRICITY CORPORATION LIMITED (TSECL)/TSECL hereinafter called 'Owner' will receive bids in respect of equipment to be furnished and erected as set forth in the accompanying Specifications. All bids shall be prepared and submitted by bidders in accordance with these instructions.

**1.2 General Instructions**

- i) The interested bidder can download the bidding document from the website <http://tripuratenders.gov.in>.
- ii) Bidders are advised to download bid submission manual for the help of Bid Submission process from the “Downloads” option as well as from “Bidders Manual Kit” on website <http://tripuratenders.gov.in>.
- iii) To participate in bidding process, bidders have to get ‘Digital Signature Certificate (DSC)’ Class 2/Class 3 as per Information Technology Act-2000, to participate in online bidding. The bidders have to submit their bids online in electronic format with digital Signature.

This certificate will be required for digital signing the bid. Bidders can get above mention digital certificate from any approved vendors. The Bidders, who already possess valid Digital Certificates, need not to procure new Digital Certificate. The bids proposed without digital signature will not be accepted. No proposal will be accepted in physical form.

- iv) Bids will be opened online as per time schedule mentioned in the NIT Document.
- v) Before submission of online bids, bidders must ensure that scanned copy of all the necessary documents have been attached with bid.

(**Note:** Scan all the documents on 100 dpi with black and white option).

- vi) The Owner will not be responsible for delay in online submission due to any reasons.
- vii) All the required information for bid must be filled and submitted online up to **02/01/2023**, 11:00hrs.
- viii) Bidders besides other details will also upload the scanned copies of DD, Banker's Cheque (BC), Bank Guarantee or any other form as specified in the bidding document.
- ix) The Quoted rates shall be "**FIRM**" inclusive of all taxes and duties, freight, transportation, insurance etc. as the work is a turnkey job **except Power cable**. The rates shall include costs, if any, attracted towards mandatory inspection/testing by designated agencies and the department will not be required to pay and/or reimburse anything over and above the price quoted. The estimated cost (Table -1 of NIT) is purely tentative.
- x) The details of cost of documents, EMD specified in the SBD should be the same as submitted online (scanned copies) otherwise tender will summarily be rejected.
- xi) Bidders are advised not to make any change in BOQ (Bill of Quantities) contents or its name. In no case they should attempt to create similar BOQ manually, otherwise the bid will be rejected automatically. The BOQ downloaded should be used for filling the rates as per columns mentioned in BOQ and it should be saved with the same name as it contains.
- xii) Bidders are advised to use "My Document" area in their user on **<http://tripuratenders.gov.in>**  
E-Tendering portal to store important documents which are used in all SBD's like PAN, GST, Balance Sheet etc. and attach these certificates as Non-Statutory documents while submitting their bids.
- xiii) The guidelines regarding submission of bid online can be downloaded from website **<http://tripuratenders.gov.in>**.

### **1.3 Eligibility of Bidder**

This Invitation for Bids, issued by Owner is open to all firms, Government Owned Enterprises registered and incorporated in India as per Company Act, 1956 barring Government department as well as foreign bidders/MNCs not registered and

incorporated in India and those bidders with whom business is banned by any Power Utility- central or state/DISCOMS/any other authority shall not be allowed for bidding.

The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Owner's satisfaction that the Bidder has the financial, technical, production, procurement, shipping, installation and other capabilities necessary to perform the contract, and, in particular, meets the experience and other criteria outlined in Section - 4 and shall also include the complete annual reports together with Audited statement of accounts of the company for last Seven years of its own (separate) immediately preceding the date of submission of bid.

[Note I. In the event the Bidder is not able to furnish the above information of its own (i.e., separate), being a subsidiary company and its accounts are being consolidated with its Group/ Holding/ Parent company, the Bidder should submit the audited balance sheet, income statement, other information pertaining to it only (not of its Group/Holding/Parent company) duly certified by any one of the authority [(i) Statutory Auditor of the Bidder/(ii) Company Secretary of the Bidder a (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.

Note II. Similarly, if the Bidder happens to be a Group/Holding/ Parent company, the Bidder should submit the above documents/information of its own (i.e., exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note I above certifying that this information/documents are based on audited accounts, as the case may be.

The above stated requirements are a minimum and Owner reserves the right to request for any additional information and also reserves the right to reject the Proposal of any Bidder, if in the opinion of Owner, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the Contract.

#### **1.4 Eligible Plant: Equipment and Services**

For the purposes of these Bidding Documents, the words "facilities," "plant and equipment," "installation services," etc., shall be construed in accordance with the respective definitions given to them in the General Conditions of Contract.

All plant and equipment to be supplied and installed and services carried out under the contract shall have their origin in India only.

#### **1.5 Cost of Bidding**

The Bidder shall bear all costs and expenses associated with preparation and submission of e-bid including post-bid discussions, technical and other presentations etc., and Owner will in no case be responsible or liable for those costs, regardless of

the conduct or outcome of the bidding process.

## 1.6 E-Bid Document

### 1.6.1 Cost of Bidding Document: -

The bidder shall bear all costs associated with the preparation and submission of its e-Bid and Tripura State Electricity Corporation Limited, Owner hereinafter referred to as "Owner", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.

This SBD is available on the web site <http://tripuratenders.gov.in> to enable the bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e- Tender. The bidders shall have to pay the e-Bid document fee of Rs. 25,000.00 (Rupees Twenty Five Thousand Only) through Demand Draft payable in favour of Tripura State Electricity Corporation Ltd., (TSECL), Corporate Office, BidyutBhavan, Agartala, West Tripura, Pin: 799001. The scanned copy of the Demand Draft must be enclosed along with the e-Bid but the original Demand Draft should reach the office of Tripura State Electricity Corporation Limited (TSECL), Corporate Office, BidyutBhavan, Agartala, West Tripura, Pin: 79900, **on 02/01/2023; 11:00 PM**, otherwise quoted bid shall be rejected. This e-tender document fee will be non- refundable.

### 1.6.2 Contents of Standard E-Bidding Document:

The e-Bid document includes submission of following documents in stages:

#### Stage-1: Preliminary Qualifying Details:

- (a) Copy of Earnest Money Deposit
- (b) Copy of GST Registration
- (c) Copy of PAN Card
- (d) Copy of Labour License
- (e) Copy of Experience Certificate\*\*
- (f) Copy of Contractor License
- (g) Copy of Annual Turnover wit IT Return Certificate for last 5years
- (h) Copy of Company Registration
- (i) Copy of J.V. Declaration

\*\* Successful completion certificate shall be issued by an Engineer not below rank of Executive Engineer/D.G.M in charge, along with supporting photocopies of work order/LOA of the work executed in last 5 financial years.

\*\*\* Photocopies of all documents shall be furnished self-authenticated and duly stamped.

#### Stage-2: Techno-Commercial Details:

- (a) Section 1: Instruction to bidders (ITB);

- (b) Section 2: General Conditions of Contract;
- (c) Section 3: Special Conditions of Contract;
- (d) Section 4: Scope of Works;
- (e) Section 5: Construction Schedule;
- (f) Section 6: Annexure of Qualification Information
- (g) Section 7: Standard Bidding Format
- (a) Section 8: Project Background;
- (b) Section 9: Detailed Technical Specification with GTP;
- (c) Section 10: Reference Bid Drawing

### **Stage-3: Price Schedule**

*NOTE: The financial e-bid shall be submitted online only and the hard copy of the same shall not be considered in any case.*

#### **1.6.3 Understanding of bid documents:**

A prospective Bidder is expected to examine all instructions, forms, terms, technical specifications, tender drawings and scope of works in the e-Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required in the e-Bid document or submission of a e-Bid not responsive to the e-Bid document in every respect will be at the Bidder's risk and may result in the rejection of the said e- Bid.

#### **1.6.4 Clarifications on E-Bid Documents; and Pre-Bid Meeting:**

If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to Owner at his mailing address indicated in E-Bidding Documents. Similarly, if a Bidder feels that any important provisions in the documents, such as Governing laws, Taxes and Duties, Defect Liability, Limitation of Liability, Settlement of Disputes, Arbitration, Form of Contact Agreement, Price Adjustment, Bid Guarantees, Contract Performance Guarantee, Compensation for Delay, Payments Terms, Schedule of Execution/Completion of works, will be unacceptable, such an issue should be raised as above. Owner, then, will issue interpretation(s) and clarification(s) as he may think fit in writing or modification of the Bidding Documents that it receives no later than Three (03) days prior to date of Pre-bid meeting. The Owner shall not be obliged to respond to any request for clarification received later than the above period. Further, mere request for clarification received from the Bidder shall not be a ground for seeking extension in the deadline for submission of e-Bid. Written copies of Owner's response (including an explanation of the query but not identification of its source) will be sent to all prospective bidders.



Verbal clarification and information given by Owner or his employee(s) or his representative(s) shall not in any way be binding on Owner.

#### **1.6.5 Local Conditions:**

It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. Owner shall not entertain any request for clarifications from the Bidders, regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to the Contract, awarded under these specifications and documents, will be entertained by Owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

The bidder's designated representative(s) is/are invited to attend a pre-bid meeting, which, when convened, will take place at the venue and time specified in the e-Bidding Documents. The purpose of the meeting shall be to clarify any issue regarding the e-Bidding Documents in general and the Technical Specifications in particular. The Bidder is requested, as far as possible to submit any question in writing, to reach the Owner not later than Three (03) days before the meeting. Minutes of the Meeting, including the text of the questions raised (without identifying the name of the bidders) and the responses given, together with any responses prepared after the meeting, will be uploaded on the website <http://tripuratenders.gov.in> through corrigendum and shall form an integral part of e-Bid document.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

#### **1.6.6 Amendment to e-Bid Document**

At any time prior to the deadline for submission of e-Bid, the Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the e-Bid Document by amendments. Such amendments shall be uploaded on the website "http://tripuratenders.gov.in" through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.

It shall be the sole responsibility of the prospective bidders to check the web site "<http://tripuratenders.gov.in>" from time to time for any amendment in the e-tender document. In case of failure to get the amendments, if any, the Owner shall not be responsible for it.

In order to allow prospective e-Bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Owner, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-Procurement website "<http://tripuratenders.gov.in>."

## **1.7 Taxes and Duties**

- 1.7.1 All applicable taxes, transportation, freights & insurance and other levies shall be paid by the bidder(s) in respect of the procurement's of tendered items between the bidder(s) and their vendor(s)/sub-supplier(s) while procuring any components, sub-assemblies, raw materials and equipment which shall be included in the bid prices and no separate claim(s) on this behalf shall be entertained by TSECL.
- 1.7.2 Bidder shall indicate Bid prices in Indian Rupees only. Any statutory increase in GST, beyond the prevailing rates at the time of opening of tenders shall be paid on production of documentary evidence(s) during the contractual delivery period. Benefit of statutory decrease in the rates of GST below the prevailing rates at the time of opening of tenders shall be passed on to TSECL.

## **1.8 Preparation of e-Bid**

### **1.8.1 Language of e-Bid**

The e-Bid prepared by the bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the bidder and the Owner shall be written in English language. Only English numerals shall be used in the e-Bid.

### **1.8.2 e-Bid Prices:**

Unless otherwise specified in the Technical Specifications, bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the DGPS Survey, Design, manufacture, including procurement, delivery, construction, installation and completion of the facilities including supply of mandatory spares (if any). **Surplus materials are the liability of the Contractor.** This includes all requirements under the Contractor's responsibilities for testing, pre commissioning and commissioning of the facilities and, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the General Conditions of Contract. Items against which no price is entered by the Bidder will not be paid for by the Owner when executed and shall be deemed to be covered by the prices for other items.

Bidders are required to quote the price for the commercial, contractual and technical

obligations outlined in the Bidding Documents. If a Bidder wishes to make a deviation, such deviation shall be listed in the prescribed format in section – 5 of the e-bid. The Bidder is required to provide the cost of withdrawal for such deviations.

Bidders shall quote the offer for complete job of DGPS survey, Designing, supply, erection, testing, commissioning and Operation Maintenance including all the allied civil works required including applicable taxes at Tripura, Local transportation, insurance and other Services incidental to delivery of the Plant and Equipment including mandatory spares to be supplied (if any), plant and equipment required for loading- unloading of equipment, etc. The bidder shall submit an indemnity bond to keep Owner harmless from any liability, before release of material to the bidder by Owner.

### 1.8.3 e-Bid Currencies:

The rate price must be quoted in Indian currency alone and any mistakes in converting foreign exchange component into Indian currency will not justify the claim whatsoever of Contractor for increase in prices. Foreign exchange component if any shall have to be arranged by the bidder.

### 1.8.4 e-Bid Security / Earnest Money Deposit (EMD):

- i) The Bidder shall furnish, as part of its bid, a bid security in the amount and currency as stipulated in the Bid Documents. The bid security must be submitted in the form provided in the Bidding Documents.
- ii) SBD (Standard Bidding Documents) shall be accompanied with earnest money to **the tune of INR 61,50,000.00 (Indian Rupees Sixty One Lac Fifty thousand only)** in the form of DD/BC/Bank Guarantee from a Nationalized Bank only pledged to the **Tripura State Electricity Corporation Ltd., (TSECL), Corporate Office, BidyutBhavan, Agartala, West Tripura, Pin: 799001**. Original copy of **Earnest Money Deposit** should reach the office of Tripura State Electricity Corporation Limited (TSECL), Corporate Office, BidyutBhavan, Agartala, West Tripura, Pin: 799001 up to 31/12/2022; **5:00 PM**
- iii) Bids which are not accompanied by the required amount of earnest money will be rejected and their Bid shall not be opened. The bid security of a joint venture must be in the name of all the partners in the joint venture submitting the bid.
- iv) The format of the bank guarantee shall be in accordance with the form of bid security included in the Bidding Documents. Bid security shall remain valid for a period of thirty (30) days beyond the original bid validity period, and beyond with subsequent extension of the same.
- v) The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the bid validity period.

- vi) The successful Bidder shall be required to keep its bid security valid for a sufficient period till the Bidder has signed the Contract Agreement and submit the performance security(ies) to the entire satisfaction of the Owner.
- vii) No claim shall be laid against the Owner either in respect of interest or depreciation in value for the amount of earnest money. In case of bank deposits, the Owner shall not be responsible for any loss on account of failure of the bank.
- viii) The earnest money of the bidder(s) shall be forfeited
  - If the bidder withdraws / modifies its bid during the period of bid validity specified by the bidder in the tender; or
  - If the bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid; or
  - In case of a successful bidder, if the Bidder fails to sign the contract; or
  - In case of a successful bidder, if the Bidder fails to furnish the performance guarantee.

#### **1.8.5 Period of Validity of Bid:**

Bids shall remain valid for the period of 180 days after the scheduled date of opening of Techno -Commercial Part. A bid valid for a shorter period shall be rejected by the Owner as being non-responsive.

In exceptional circumstance, the Owner may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by e-mail. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required or permitted to modify its bid.

#### **1.8.6 Format and Signing of e-Bid:**

- i) The bidder shall prepare one electronic copy each of the Commercial e-bid & Technical e-Bid and Financial e-Bid separately.
- ii) The e-Bid document shall be digitally signed, at the time of uploading, by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The authorization shall be indicated by a scanned copy of written power-of- attorney accompanying the e-Bid. All the pages/ documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

#### **1.8.7 Submission of e-Bid:**

The bid Submission module of website <http://tripuratenders.gov.in> enables the bidders to submit the e-Bid online in response to this e-tender published by the Owner. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-tender. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in

time. The bidders should submit their e-Bid considering the server time displayed in the website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the bidders shall only be held responsible. The bidders have to follow the following instructions for submission of their e-Bid:

- a) To participate in bidding process, bidders have to get 'Digital Signature Certificate (DSC)' Class 2/Class 3 as per Information Technology Act-2000.
- b) After login to their account, the bidder has to fill up the e-bid document fee detail and the EMD details. Next the bidder should upload the documents as prescribed in Clause 1.6 (a & b). The components of e-tender fee and EMD should be same as filled by the bidder previously and any deviation from those result in right rejection of the tender. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder.

Bidders shall specially take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

The Technical Bid/Bid Envelop-I should contain scanned copies and/or declarations in the following standardized formats.

**A. My Document (Non-Statutory):**

All the below-mentioned documents/certificates are to be uploaded with digital signature in the 'My Document' folder option available after login in the e-procurement portal <http://tripuratenders.gov.in>.

Bidders are requested to scan the necessary documents in **100 dpi** resolution into PDF. 'My Document' shall be populated prior to real time bidding and during real time bidding, uploaded documents/certificates in the 'My Document' are to be appropriately included (Checked) for incorporation in the Bid.

An indicative organization of 'My Document' folder and the related documents are indicated here under.

SI. No.	Folder Name	Documents to be uploaded
1	License	Company Details: i) Registration certificate of the consortium/ partnership firm. ii) Society Registration, Audit report, ARCS Certificate and Byelaws for cooperative societies.
2	NIT Documents	i. Corrigendum, if published
3	Machinery Details	i. Machinery & Manpower in possession of the firm

4	Tax related document	i) Photo copy of PAN ii) Photo copy of GSTIN Registration Certificates duly attested by Govt. Officials /Notary.
5	Financial details	i. Audited Balance Sheets of last three financial years (i.e. FY 2019-20, 2020-21 and 2021-22) with auditor's certificate regarding annual turnover from contracting business in each year i/c IT Return Certificate.
6	Misc. document	i. Any other documents found necessary.

### **B. Statutory Documents:**

After uploading the above mentioned non-statutory documents/certificates, Bidders shall submit the following, during real time bidding

- 1. Scanned copy of Tender Fee and EMD in single PDF.**
- 2. NIT**
- 3. Bid Document**
- 4. All forms/Amendments/Formats with supporting documents/certificates other than mentioned in My Document/specified in the Bid Document in single PDF.**
- 5. Technical Data Sheet/GTPs and drawings specified in the Bid Document in PDF.**

**Note-1:** Failure of submission of any one of the above mentioned documents will render the tender for rejection.

**Note-2:** If the company was set up less than five years ago, audited balance sheet for the no of years since inception is to be submitted.

**Note-3:** Bidders are requested to scan the necessary documents/certificates in **100 dpi** resolution into PDF.

### **Bid Envelop-II (Financial Bid):**

Documents to be submitted in the Financial Bid are:

#### **BOQ (Priced Bill of quantity/Price schedule).**

#### **Note:**

1. Bill of Quantity (BOQ) i.e. Price schedule, which is the Rate quoting sheet in MS-Excel shall be downloaded, filled up properly and uploaded in the financial bid after digital signing. The Bidder shall always open the BOQ sheet with Macros Enabled. The Bidder shall quote rates in figures only, for all items in the Bill of Quantity (BOQ).
- c) Owner reserves the right to cancel any or all e-Bids without assigning any reason.
- d) All the terms and conditions of SBD including technical specifications should be carefully studied for the sake of submitting complete and comprehensive SBD. Failure to comply with any of the SBD conditions may lead to rejection even if otherwise it is competitive offer.

**1.8.8 Deadline for Submission of e-Bid:**

- a) e-Bid (Commercial, Technical and Financial) must be submitted by the bidders at website <http://tripuratenders.gov.in> not later than the time as prescribed in the table above (as per the server time displayed on the website).
- b) The Owner may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Owner and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**1.8.9 Late e-Bid:**

The server time indicated in the window on the website <http://tripuratenders.gov.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit his/her e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

**1.9 OPENING AND EVALUATION OF e-BID****1.9.1 Opening of Commercial & Technical e-Bid by the Owner**

1.9.1.1 The Owner will open all commercial & technical e-Bids, in the presence of bidders who choose to attend at time specified in the table above at The Office of **Tripura State Electricity Corporation Ltd., (TSECL) Corporate Office, BidyutBhavan, Agartala, West Tripura, Pin: 799001**. In the event of the specified date of e-Bid opening being declared a holiday for the Owner, the e-Bids shall be opened at the appointed time and place on the next working day.

1.9.1.2 The bidder's names and the presence or absence of requisite e-Bid. EMD and such other details as the Owner at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the Commercial, Technical qualification requirement shall be notified subsequently.

**1.9.2 Opening of Financial e-Bid**

After evaluation of Technical e-Bid, the Owner shall notify those bidders whose Commercial & Technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical and commercial Qualification Requirements indicating that their financial e-Bids will not be opened. The Owner will

simultaneously notify the bidders, whose technical e-Bids were considered qualified with reference to fulfilling the pre-qualification criteria of section 4 by the bidder.

The financial e-Bids of technically & commercially qualified bidders shall be opened in the presence of bidders who choose to attend, and date for opening of financial bids will be communicated to the Commercially & Technically Qualified Bidders subsequently after completion of technical bids evaluation. The name of bidders, Price quoted will be announced at the meeting.

The bidders shall quote their prices/rates in the same BOQ as uploaded on the website otherwise **the SBD is liable to be rejected.**

### 1.9.3 Clarification of e-Bid

During evaluation of e-Bid, the Owner may, at its discretion, ask the bidder for a clarification of his/her e-Bid. The request for clarification and the response shall be in writing.

### 1.9.4 Evaluation of Commercial & Technical e-Bid:

The Owner will examine the e-Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required e-tender fee, e-Bid EMD and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-Bids are generally in order. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

The bidders shall submit the scanned copies as prescribed in Section -2 & Section -4 of commercial and technical details as documentary proof for evaluation of their commercial and technical e-Bids.

It shall be the discretion of the Owner to decide as to whether an e-Bid fulfills the evaluation criterion mentioned in this e-tender or not.

The bidders are advised not to mix financial e-bid documents with the PDF documents submitted for commercial and technical e-bid. The e-Bids of the bidders having financial bid document in the technical bid will out rightly are rejected.

The technical eligibility will be decided upon evaluation of following documents:

- (i) The Firm's past experience as Turn Key contractual agency for development of infrastructure of power Distribution and Sub Transmission network.
- (ii) The Firm's past experience relevant to the Underground power distribution assignment supported by the **copy of Agreement/LOA and completion certificate** from the Owner in support of successful completion of the same.
- (iii) Qualification and Experience of key personnel.



(iv) Overall Company profile, execution of works with Power Discom /PSUs/CPSUs and reputed developers (excluding Real estate developers) and completion certificate of the same.

#### **1.9.5 Financial Evaluation and Comparison of e-Bid**

The Owner will evaluate and compare the financial rates quoted in the price schedule/BOQ of e-Bids of those bidders whose commercial and technical e- Bids are found responsive as per the conditions of the e-tender.

No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the Bidder does not accept the correction of errors if any, its e-Bid shall be rejected and its e-Bid security may be forfeited.

#### **1.9.6 Arithmetical errors will be rectified on the following basis:**

If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by the Owner, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. **If there is a discrepancy between words and figures, the amount in words will prevail.**

The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which is indicated) in the Price Schedules will be deemed to have been included in other item(s).

The subtotal, total price or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amounts for the same indicated in words or figures shall be rectified in line with the procedure explained above.

If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the amount of Bid Security forfeited.

Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of the Contract use the lowest of the prices in these schedules.

#### **1.9.7 Rebate/Discounts:**

If the discount(s)/rebate(s) offered by the Bidder is a percentage discount and the price component(s) on which the said discount is not indicated in the bid, the same shall be considered on the total bid price [i.e. proportionately on each price component], in the event of award. However, if lump-sum discount is offered, the same shall be considered

in full on the contract price component, in case of award. Further, Conditional discounts/rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award.

#### **1.9.8 Contacting the Owner**

No bidder shall contact the Owner on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Owner, he/she can do so in writing.

Any effort by a bidder to influence the Owner in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the bidder's e-Bid.

#### **1.9.9 Abnormally Low Bids**

1.9.9.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.

1.9.9.2 When the offered bid price appears to be abnormally low, the Employer shall undertake a three-step review process as follows:

- a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;
- b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and
- c) decide whether to accept or reject the bid.

1.9.9.3 With regard to 1.9.9.2(b) above, the Employer will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the works, equipment or services proposed.

1.9.9.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Employer may:

- a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;
- b) accept the bid, but require that the amount of the performance security be increased at the expense of the bidder to a level sufficient to protect the Employer against financial loss. The amount of the performance security shall generally be not more than 20% of the contract price; or

- c) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next ranked bid, if required

#### **1.10 Award of Contract:**

Subject to selection criteria in Clause 1.3, the Owner will award the contract to the successful Bidder (also referred to as the L1 Bidder) whose bid is evaluated as the best bid to perform the work with standard engineering practices and to be the lowest evaluated bid to perform the contract satisfactorily.

The Owner shall not be bound to accept the lowest or any tender and reserves to itself the right of accepting the whole or a portion of any of the tender as it may deem fit, without assigning any reason thereof. The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action.

Any approach/canvassing etc. official or otherwise by the bidder or his/their representative/agent to influence the consideration of their tender shall render the tender liable to summary rejection.

In the case of there being a number of bidders quoting same rates thereby forming a cartel to jack up the prices, the SBD's of such bidders shall be summarily rejected.

In order to avoid delay caused by postal correspondence after submission of SBD and to expedite the process of technical/commercial clarifications the Owner may require the successful bidder to depute his/their authorized representative along with necessary documents to the **Tripura State Electricity Corporation Ltd., (TSECL), Corporate Office, Bidyut Bhavan, Agartala, West Tripura, Pin: 799001** for sorting out the connected matters thus enabling speedy issue of formal award of contract. The representative thus deputed shall have to be competent enough to hold technical and commercial negotiations and convey the decision/acceptance on behalf of the bidder.

The Owner reserves the right to vary the quantity of any of the spares and/or delete any items of spares altogether at the time of Award of Contract.

#### **1.11 Notification of Award**

Prior to the expiration of the period of bid validity, the Owner will notify the successful Bidder in writing, that its bid has been accepted. The notification of award will constitute the formation of the contract.

The Owner shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with above, requests in writing the grounds on which its bid was not selected.

#### **1.12 Signing the Contract Agreement**

At the same time as the Owner notifies the successful Bidder that its bid has been accepted, the Bidder will prepare the Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

The Contract Agreement shall be prepared within Fifteen (15) days of the Notification of Award and submission of performance Bank Guarantee, the successful Bidder and the Owner shall sign and date the Contract Agreement immediately thereafter.

#### **1.13 Advance Payment Security**

The Contractor shall, within Fifteen (15) days of the notification of contract award, provide a security in an amount equal to the advance payment calculated in accordance with the section-9, payment terms to the Contract Agreement, and in the same currency (ies) with initial validity of up to ninety (90) days beyond the date of Completion of the Facilities in accordance section-12. The same shall be extended by the Contractor time to time till ninety (90) days beyond the actual date of Completion of the Facilities, as may be required under the Contract.

The security shall be in the Form of unconditional Bank Guarantee attached hereto in Volume-I: Section 5 – Standard bidding formats. The security shall be discharged after completion of the facilities or relevant part thereof.

#### **1.14 Performance Security**

Within 15 days of receipt of Letter of Intent (LOI/LOA) from the Owner, the successful Bidder shall furnish to the Owner a Performance Guarantee in favour of Tripura State Electricity Corporation Limited in the form stipulated in the Standard Bidding Format. Performance Guarantee shall be deposited in the form of Bank Guarantee.

A) Within 15 days of receipt of Letter of Intent (LOI/LOA) from the Owner, the successful bidder shall furnish to the Owner a Performance Guarantee in favour of Tripura State Electricity Corporation Limited in the form of Bank Guarantee from any Nationalized Bank of an amount equal to 10% of Contract value as indicated in the Letter of Acceptance. The performance guarantee shall be applicable for entire project duration including the Defect Liability Period and will be returned after 90 days of the issue of Completion Certificate.

B) After successful completion of project and DLP, another Performance guarantee on quoted price of **RMU, CSS, VCBs(11KV&33KV)** in favour of Tripura State Electricity

Corporation Limited to be submitted by the bidder in tune of @5% of the cost of Operations & Maintenance for two years and the same shall be released after 90days from successful completion of 2year Operation & Maintenance.

Failure of the successful Bidder to comply with the requirements of Clause 1.11 and Clause 1.12 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Owner may make the award to the next lowest evaluated Bidder or call for new bids.

### **1.15 Fraud and Corruption**

It is the Owner's policy that requires the Bidders, suppliers and contractors and their subcontractors under the contracts to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Owner:

- a) Defines, for the purpose of this provision, the terms set forth below as follows: (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- b) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- d) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- e) "Obstructive practice" is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Owner's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or  
Intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (bb) acts intended to materially impede the exercise of the Owner's inspection and audit rights.
- f) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- g) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a

stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

- h) will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Owner to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Owner.

**SECTION 2: COMMERCIAL DETAILS**

This part, Commercial Details, Section-2 of the Bidding Documents provides the information necessary for bidders to prepare responsive bids for **“DGPS site survey, planning, supply, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning and operation & maintenance for 3 years including documentation of all items/material required to complete works to convert existing overhead electrical line network into underground cabling at all the voltage levels of 33 KV, 11kV and LT including provision of Ring Main Units, Packaged Sub stations and other allied works for improving the power delivery mechanisms in the jurisdiction of Division No – I, Agartala City( Phase-I).”** on turnkey basis.

The Techno-Commercial e-Bid for NIT No: F.AGM(DP&C)/TSECL/OHUG/2022-23/04 Dated: 12/12/2022 shall contain the following documents digital signature by the bidder in the scanned form and pdf format only:

- a) Demand Draft as cost of Tender Document.
- b) Earnest Money Deposit in the form of DD/BC/Bank Guarantee.

The e-Bids of the bidders not submitting the certified copies of above mentioned documents at (a) and (b) in scanned form are liable to be rejected.

The original Hard copy of these documents must reach the Office of the Additional General Manager, DP&C, Tripura State Electricity Corporation Ltd., (TSECL), Corporate Office, Bidyut Bhavan, Agartala, West Tripura, Pin: 799001, in sealed cover up to 02/01/2023; 5:00 PM.

In absence of original Hard Copy of Demand Draft as cost of Tender Document and Earnest Money Deposit in the form DD/BC/Bank Guarantee, the bids shall be out-rightly rejected.

**VOLUME – I: SECTION 3: FINANCIAL e-BID**

1. Financial e-bid: Price Schedule/BOQ (Bill of Quantities) shall be uploaded electronically only in the same BOQ sheet provided with the SBD (Standard Bidding document).
2. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents or its name. In no case they should attempt to create similar BOQ manually, otherwise the bid will be rejected automatically. The BOQ downloaded should be used for filling the net item rate as per columns mentioned in BOQ and it should be saved with the same name as it contains.
3. In the BOQ, bidders shall quote their prices/rates in the same BOQ as uploaded on the website otherwise the bid is liable to be rejected.



**VOLUME – I: SECTION 4: PRE-QUALIFICATION CRITERIA****1 PRE-QUALIFYING CRITERIA**

Qualification of bidder will be based on meeting the criteria as specified in Pre-qualifying criteria as demonstrated by the Bidder's responses in the corresponding Bid Schedules. Subcontract to be restricted up to 50% of the works and major activities shall be carried out by the Main Contractor. Subcontractors' technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an Indian individual firm only or by Joint Venture firm having Indian partner firms only. Notwithstanding anything stated herein above, the TSECL reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessment in an overall interest of the TSECL. The TSECL reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract. In addition to the above, the Bidder must own compact compressive multi-function Cable Fault Locator to identify cable fault location and GPS survey equipment.

Technical e-Bid shall contain the following documents digital signature by the bidder in the scanned form and pdf format only:

- a. Covering Letter.
  - b. Signed Copy of Bid Documents.
  - c. Power of Attorney / Board Resolution in favour of signatory of the bid.
  - d. Copies of original documents defining the constitution or legal status, place of registration and principal place of business
  - e. Qualification details as stipulated in the bid document.
  - f. Details of Past experience as mentioned in qualification criteria.
  - g. Annual Turnover of the bidder for the last three years must be submitted in the shape of audited balanced sheet by CA.
  - h. Certificate of incorporation in case of company along with copies of Articles of Association (AOA) and Memorandum of Association (MOA).
  - i. Filled Forms as given in Section 5 – Standard Bidding Format, as applicable.
  - j. Other details as called for in the bid documents or which the bidder may like to highlight.
- The e-Bids of the bidders not submitting certified copies of documents in scanned form mentioned above from (a) to (j) shall liable to be rejected.

## Pre-qualification criteria

### Part-A: Technical:

#### 1.1 Individual Bidders

- i. The bidder must have successfully Supply, erected, tested & commissioned of Underground power distribution system at the voltage level 0.433 KV or above (as the case may be in bid) in a single turnkey contract in last 7 years as on the date of bid opening, having installation of at least 30% of length given in the Bid document and system so created must be in satisfactory operation prior to bid submission.

#### And

- ii. The bidder must have successfully supply, erected, tested & commissioned of RMU or 11/0.433 KV package sub-station(PSS) at the voltage level 11 KV or above (as the case may be in bid) in a single turnkey contract in last 7 years as on the date of bid opening, having installation of at least 30% of quantity given in the Bid document and system so created must be in satisfactory operation prior to bid submission.

#### 1.2 Joint Ventures / Consortium

Bids may also be submitted by joint venture firms (having not more than two partners with one partner as lead partner) wherein

- i. All partner combined must meet the requirements mentioned in para (i to ii) of clause 1.1 above.
  - ii. Each partner must meet minimum one (1) contract of similar nature, and participation in relevant contract shall meet or exceed 25% of the quantity stipulated for the respective requirement mentioned in clause 1.1 above.
- 1.3 The bidder should possess Electrical Contractor license issued by the Electrical Inspectorate of Govt. of Tripura/Central Inspectorate organization of Govt. of India/ other state Govt. In case bid submitted joint venture firm, any of partner should possess electrical license as stated above.
  - 1.4 Work experiences of the bidder as per above shall be considered only if the works have been executed under power distribution company / state electricity board in India.
  - 1.5 List of **key manpower** to be deputed at site for successful execution of works in addition to site supervisors, surveyors etc.:

Underground cable Expert/ Team Leader	The Team Leader must have a minimum B. Tech in Electrical Engineering with minimum of 15 years related experience with 5 years' execution experience in undergrounding distribution network. The incumbent must have knowledge about conversion of Overhead to underground Distribution Network in cable ducting system including primary and secondary substations.
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Site Engineers	Minimum B. Tech in Electrical Engineering with minimum of 10 years related experience with 3 years' execution experience in undergrounding distribution network. The incumbent must have knowledge about conversion of Overhead to underground Distribution Network in cable ducting system including primary and secondary substations
Civil Engg./ Ducting Expert	Minimum B. Tech in Civil Engineering, with minimum of 10 (Ten) years' experience among which minimum 05 years in underground ducting system & having exposure to structural experience.
Cable Jointer	Minimum 10 (Ten) years' experience in execution experience in undergrounding distribution network in DICOMs.
Data Entry Operator cum office Assistant	Minimum Graduation with having computer experience to prepare & maintain the project data.

**Part-B: Commercial:**

- 2.1 For the purpose of this particular bid, individual bidders shall meet the following minimum commercial criteria in past 7 years (upto 31.03.2022):
- i) Experience in single completed work of Under Grounding cabling line or Overhead line or Construction/Augmentation of Power Sub-stations Or installation of RMUs or PSS at a supply voltage of 0.433 kV or above in electrical sub- transmission & distribution sector each costing not less than the amount equal to 50% of the estimated amount of the project, OR
  - ii) Experience in two completed work of Under Grounding cabling line or overhead line or Construction/Augmentation of Power Sub-stations Or installation of RMUs or PSS at a supply voltage of 11kV or above in electrical sub- transmission & distribution sector each costing not less than the amount equal to 70% of the estimated amount of the project,
- 2.2 For joint ventures/consortium:
- i. All partner combined must meet the requirements mentioned in para (i to ii) of clause 2.1 above as applicable.
  - ii. Each partner must meet minimum one (1) contract of similar nature, and participation in relevant contract shall meet or exceed 25% of the amount stipulated for the respective requirement mentioned in clause 2.1 above and vice versa.
- 2.3 Minimum Average Annual Turnover (MAAT) for best three years out of last seven financial years of the bidder should not be less than 30% of the project cost.

- 2.4 For joint venture/consortium:
- i. All partner combined must meet the requirements mentioned in clause 2.3 above.
  - ii. Each partner must meet minimum 25% of the requirement. One partner must meet 50% of the requirement mentioned in clause 2.3 above.
- 2.5 NetWorthforthe each of the last Three Financial Years should be positive. For JV/Consortium all partner should have positive net worth for the same. Networth mean the sum total of the paid up capital and free reserves (excluding reserves created out of re-evaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.
- 2.6 Bidders shall have liquid assets (LA) and/or evidence of access to or availability of fund based credit facilities of not less than 10% of the estimated cost of the package. For JV/Consortium all partner combined must meet the requirement and the Bankers should confirm that the Credit facility is earmarked for the Work specified under Bid on receipt of the Bid. Liquid assets would include cash (and equivalents), bank deposits, securities that can be freely traded and receivables which has general certainty of getting received.
- 3.0 Documentary Evidence: The bidder has to furnish with the offer, following documentary evidences in support of qualifying requirement stipulated above:
- 3.1 In support of TECHNICAL EXPERIENCE: 3.1.1 The bidder should possess Electrical Contractor license issued by the Central Inspector or a organization of Govt. of India / other state licensing authority.
- 3.1.2 Certificates of successful completion and satisfactory operations of the works indicated above at clause 1.2 from the utility including completion certificate from the Owner against satisfactory operation for at least twelve (12) months as on date of opening of bid.
- 3.1.3 List of orders, their value, date of start and completion of works etc. as indicated in the enclosed format along with copies of orders.
- 3.2 In support of FINANCIAL CAPABILITY: 3.2.1 A certificate from banker as per format provided with section-5, indicating various fund based/non fund based limits sanctioned to the bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary, TSECL may make queries with the Bidders' bankers.
- 3.2.2 The complete annual reports together with Audited statement of accounts of the company for last Seven years, immediately preceding the date of

submission of bid.

Note: I- In the event of the bidder is not able to furnish of its own information (i.e. separate), being a subsidiary company and its accounts are being consolidated with its group/holding/parent company, the bidder should submit the audited balance sheets, income statements, other information pertaining to it only (not of its group/Holding/Parent Company) duly certified by any one of the authority (i) Statutory Auditor of the bidder / (ii) Company Secretary of the bidder or (iii) A certified Public Accountant] certifying that such information/ document are based on the audited accounts as the case may be.

II. Similarly, if the bidder happens to be a Group/ Holding/ Parent Company, the bidder should submit the above documents/ information of its own (i. e. exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note-I above certifying that these information/ documents are based on the audited accounts, as the case may be.

- 4.0 Litigation History: The bidder or its JV/consortium should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder may result in rejection of Bid.
- 5.0 Assessment of capability Notwithstanding anything stated above the Owner reserves the right to assess capability and capacity of the bidder to successfully execute the work covered within stipulated completion period. This assessment shall inter-alia include (i) document verification: (ii) details of works executed, works in hand, anticipated in future in addition to the works involved in present bid, (iii) details of manpower and financial resources; (iv) Manpower Details for the project (v) past experience and performance; (vi) customer feedback; (vii) banker's feedback etc.
- The bidder shall also furnish pre-qualifying information in schedule – 4 along with documentary evidence in support of the qualifying requirements stipulated as above. Bid of those bidder who do not submit the pre-qualifying information in schedule – 4 shall not be entertained and shall be rejected.

**VOLUME – I: SECTION 5: STANDARD BIDDING FORMAT****5.1 FORM 'I'**

To,

Tripura State Electricity Corporation Ltd.,  
TSECL, Corporate Office, BidyutBhavan,  
Agartala, West Tripura, Pin: 799001

**Name of work: “DGPS site survey, planning, supply, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning and operation & maintenance for 3years including documentation of all items/material required to complete works to convert existing overhead electrical line network into underground cabling at all the voltage levels of 33 KV, 11kV and LT including provision of Ring Main Units, Packaged Sub stations and other allied works for improving the power delivery mechanisms in the jurisdiction of Division No – I, Agartala City( Phase-I).” on turnkey basis.**

**NIT No: F.AGM(DP&C)/TSECL/OHUG/2022-23/04. Dated: 13/12/2022.**

Sir,

\*I/We am/are registered contractors with \_\_\_\_\_. Particulars of the authority, Class and tendered amount / limit up to which I/We am/are eligible to tender are furnished below: -

Name of department / authority	Class / Category	Tendering Limit

It is certified (confirmed) that this registration / these registrations is / are valid as on date and we shall inform the department ourselves as soon as our registration expires or is cancelled / revoked.

The Particulars of the work done are furnished / enclosed as per the eligibility criteria set out in the Press Notification/ Tender document. The tender fee (Non-refundable) & Earnest Money is also enclosed in the envelope marked **EARNEST MONEY (Part-A)**.

\*I/We certify that we have gone through the terms and conditions as contained in the e-tender documents available on website of this work / purchased manually. We further confirm of

having full knowledge that the above conditions are to form a part of the contract agreement executed with the successful contractor.

\*I/We request; the permission may be granted to me/us to participate in the tender

- Enclosure: - a) Tender Fee Rs. ----- (Rupees ----- only) in the shape of cash,  
b) EMD Rs. 62,00,000.00/-(Rupees Sixty two Lac only) in the shape of \_\_\_\_\_.  
c) Documents in support of fulfilling the eligibility criteria, Registration etc. placed from page no. \_\_\_\_\_ to \_\_\_\_\_.  
d) Power of Attorney in the name of bidder who will sign and submit the tender.

Yours faithfully,

Contractor Name: \_\_\_\_\_

Address: - \_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

(\*Strike out inapplicable portion)

**5.2 FORM 'II' FINANCIAL INFORMATION**

Details to be furnished duly supported by figures in balance sheet / profit & loss account for the last Seven years duly certified by the Chartered Accountant.

1. **Years**

	2017-18	2018-19	2019-20	2020-21	2021-22
(i) Gross Annual turnover on Electrical Construction works.					
(ii) Profit / Loss					

2. Financial arrangements for out the proposed work. carrying

3. The following certificates are to be enclosed:  
 (a) Solvency Certificate from Bankers of Applicant.

**Signature of Chartered Accountant with Seal**

**Signature of Applicant**



**5.3 FORM 'III' DETAILS OF ALL WORKS OF UNDER GROUNDING CABLING AT A SUPPLY VOLTAGE OF 11KV OR ABOVE COMPLETED DURING THE LAST SEVEN YEARS**

Sl. No.	Name of the work & Location	Owner Details / Owner of the project	Cost of work (Rs.in Crore)	Date of Commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / Arbitration cases Pending or in Progress with	Name and address/ telephone number of the officer to	Reference	Remarks
1	2	3	4	5	6	7	8	9	10	11

\*Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Applicant

**5.4 FORM 'IV' DETAILS OF ALL PROJECTS FOR UNDER GROUNDING CABLING AT A SUPPLY VOLTAGE OF 11KV OR ABOVE UNDER EXECUTION OR AWARDED**

Sl. No.	Name of the work & Location	Owner Details / Owner of the project	Cost of work (Rs.in Crore)	Date of Commencement as per contract	Stipulated date of completion	Up to date % progress of the work	Slow progress if any, and reasons thereof	Name and address/ telephone number of the officer to whom Reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Applicant

**5.5 FORM 'V' DETAILS OF STRUCTURE & ORGANISATION**

1. Name & Address of the applicant:

2. Telephone No. / Telex No. / Email:

3. Legal status of the applicant (attach copies of original document defining the legal status).

- (a) An Individual
- (b) A proprietary firm
- (c) A firm in partnership
- (d) A limited company or Corporation.

4. Particulars of registration with various Government bodies (attach attested photocopy).

<b>Organization/Place of registration</b>	<b>Registration No.</b>	<b>Validity of Registration</b>
1.		
2.		
3.		

5. Names and Titles of Directors & Officers with designation to be concerned with this work.

6. Designation of individuals authorized to act for the organization.

- 
7. Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.
  
  8. Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
  
  9. Has the applicant or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so, give details.
  
  10. Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
  
  11. In which field of Electrical Engineering construction the applicant has specialization and interest?

***Signature of Applicant***

**5.6 FORM 'VI' DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK**

S. No.	Designation	Total Number	Number available for this work	Name	Qualifications	Professional Experience and details of work carried out	Profession als proposed Position To be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

Signature of Applicant

**5.7 FORM 'VII' AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between Tripura State Electricity Corporation Limited (hereinafter called "Owner") of \_\_\_\_\_ the \_\_\_\_\_ one \_\_\_\_\_ part, \_\_\_\_\_ and M/s \_\_\_\_\_ (hereinafter called "Contractor") of the other part: AND WHEREAS the Owner invited bids for selection of turnkey contractor for **"DGPS site survey, planning, supply, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning and operation & maintenance for 3years including documentation of all items/material required to complete works to convert existing overhead electrical line network into underground cabling at all the voltage levels of 33 KV, 11kV and LT including provision of Ring Main Units, Packaged Sub stations and other allied works for improving the power delivery mechanisms in the jurisdiction of Division No – I, Agartala City( Phase-I)." on turnkey basis.**and has accepted a Bid by the Agency for the related Services in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ (herein after called "the Contract Price") .

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) The complete Tender Document along with amendments
  - b) Owners Letter of Award.
  - c) Bidder's Letter of Acceptance.
  - d) Bidder's response (proposal) to the RFP, including the Bid Submission Sheet and the Price schedule.
  - e) In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
3. In consideration of the payments to be made by the Owner to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Owner to provide the related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Owner hereby covenants to pay the Contractor in consideration of the provision of the Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of \_\_\_\_\_ on the day, month and year indicated above.

Signed by \_\_\_\_\_ (Authorized Official for the Owner)

Signed by \_\_\_\_\_ (Authorized Official for the Contractor)

**5.8 FORM 'VIII' BANK GUARANTEE FORM FOR ADVANCE PAYMENT**

Bank Guarantee No. .... Date.....

Contract No.....

.....[Name of Contractor]

**Tripura State Electricity Corporation Ltd.,  
TSECL, Agartala, Tripura**

Dear Sir,

We refer to the Contract ("the Contract") signed on .....(insert date of the Contract)..... between you and M/s ..... (Name of Contractor) ....., having its Principal place of business at .....(Address of Contractor) ..... and Registered Office at .....(Registered address of Contractor) ..... ("the Contractor") concerning ..... (Indicate brief scope of work) ..... for the complete execution of the ..... (insert name of the Project).....

Whereas, in accordance with the terms of the said Contract, the Owner has agreed to pay or cause to be paid to the Contractor an Advance Payment in the amount of .....(Amount in figures and words).....

By this letter we, the undersigned, .....(insert name & address of the issuing bank) ....., a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at .....(insert address of registered office of the bank)..... do hereby irrevocably guarantee repayment of the said amounts upon the first demand of the Owner without cavil or argument in the event that the Contractor fails to commence or fulfill its obligations under the terms of the said Contract, and in the event of such failure, refuses to repay all or part (as the case may be) of the said advance payment to the Owner.

Provided always that the Bank's obligation shall be limited to an amount equal to the outstanding balance of the advance payment, taking into account such amounts, which have been repaid by



the Contractor from time to time in accordance with the terms of payment of the said Contract as evidenced by appropriate payment certificates.

This Guarantee shall remain in full force from the date upon which the said advance payment is received by the Contractor upto ninety (90) days beyond the date on which the entire advance so advanced along with the interest if any due thereon has been fully adjusted in terms of the Contract i.e., upto of ninety (90) days beyond the date of Completion of the Facilities under the Contract. This Guarantee may be extended from time to time, as may be desired by M/s. .... on whose behalf this Guarantee has been issued.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity, i.e. upto ninety (90) days beyond the date of Completion of the Facilities by the Owner i.e. upto and inclusive of ..... (\_\_\_/\_\_\_/2023).

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

POA Number\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_ Mobile\_\_\_\_\_

Fax Number\_\_\_\_\_

email\_\_\_\_\_

Common Seal of the Bank\_\_\_\_\_

Witness:

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_ Mobile\_\_\_\_\_

email\_\_\_\_\_

**FORM 'IX' PERFORMANCE BANK GUARANTEE BOND:**

**PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE  
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)**

The non-Judicial stamp paper should be in the name of issuing bank

Ref. ....

Bank Guarantee No.

.....

Date .....

**Tripura State Electricity Corporation Ltd.,  
TSECL, Agartala, Tripura**

Dear Sir,

In accordance with Invitation to bid under your NIT No. ....  
M/s..... having its  
Registered/Head Office at..... (hereinafter called the  
'Bidder') wish to participate in the said Bid or ..... and you, as a special  
favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of  
..... valid up to..... on behalf of Bidder in lieu of the Bid  
deposit required to be made by the bidder, as a Condition precedent for participation in the Said  
Bid. We, the ..... Bank at ..... having our  
Head Office at ..... (local address) guarantee and undertake  
to pay immediately on demand by Tripura State Electricity Corporation Limited Department, the  
Amount of.....(in words & figures) without any reservation, protest,  
demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on  
us irrespective of any dispute or difference raised by the Bidder. This Guarantee shall be  
irrevocable and shall remain valid up to and including.....@ ..... If any  
further extension of this guarantee is required, the same shall be extended to such required  
period (not exceeding one year) on receiving instruction from M/s  
..... on whose behalf this guarantee is issued. In witness whereof  
the Bank, through its authorized officer, has set its hand and stamp on this ..... day of  
..... 20..... at .....

WITNESS:

.....

(Signature)

.....

(Signature)

.....

(Name)

.....

(Name)

.....

(Official Address)

.....

(Official Address)

**Note:**

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
  
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
  
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority (ies) of the Bank Guarantee]:

5.9 FORM 'X' FORM OF INDEMNITY BOND

INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER..... (Abbreviated name of the Owner)..... FOR PERFORMANCE OF ITS CONTRACT

THIS INDEMNITY BOND is made this..... day of.... 20..... by.... a Company registered under the Companies Act, 1956/Partnership firm/proprietary concern having its Registered Office at..... (Hereinafter called as 'Contractor' or 'Obligor' which expressions shall include its successors and Permitted assigns) in favour of..... (Insert name of the Owner)....., a Company incorporated under the Companies Act, 1956 having its Registered Office at..... (insert registered address of the Owner) and its project at..... (Hereinafter called "..... (abbreviated name of the Owner)....." which expressions shall include its successors and assigns):

Whereas..... (Abbreviated name of the Owner)..... has awarded to the Contractor a Contract for..... Vide its Notification of Award/Contract No..... dated..... and its Amendment No..... (Applicable when amendments have been issued) (Hereinafter called the "Contract") in terms of which.... (Abbreviated name of the Owner)..... is required to hand over various Equipment to the Contractor for execution of the Contract.

And WHEREAS by virtue of Clause No..... of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of..... (Abbreviated name of the Owner)..... for the Equipment handed over to it by.... (abbreviated name of the Owner)..... for the purpose of performance of the Contract/Erection portion of the contract (hereinafter called the "Equipment").

AND THEREFORE, This Indemnity Bond witnessed as follows:

1. That in consideration of various Equipments as mentioned in the Contract, valued at (amount in words.....) handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertake to indemnify and shall keep..... (abbreviated name of the Owner)

indemnified, for the full value of the Equipment. The Contractor hereby acknowledges receipt of the Equipment as per dispatch titled documents handed over to the Contractor duly endorsed in their favour and detailed in the Schedule appended hereto. It is expressly understood by the Contractor that handing over of the dispatch titled documents in respect of the said Equipment duly endorsed by..... (abbreviated name of the Owner)..... in favour of the Contractor shall be construed as handing over of the Equipment purported to be covered by such titled documents and the Contractor shall hold such Equipment in trust as a Trustee for and on behalf of..... (abbreviated name of the Owner)

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at.... (abbreviated name of the Owner).....

project Site against all risks whatsoever till the Equipments are duly used/erected in accordance with the terms of the Contract and the Plant/Packages duly erected and commissioned in accordance with the terms of the Contract, is taken over by..... (abbreviated name of the Owner)..... The Contractor undertake to keep..... (abbreviated name of the Owner)..... harmless against any loss or damage that may be caused to the Equipment.

3. The Contractor undertake that the Equipments shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipments shall be utilized for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.

4. That..... (abbreviated name of the Owner).....

is and shall remain the exclusive Owner of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The equipments shall at all times be open to inspection and checking by the Employer or Owner's Representative in this regard.

Further,.....(abbreviatednameoftheOwner).....shallalwaysbefreeatalltimestotakepossessio  
nof  
theEquipmentinwhateverformtheequipmentmaybe,ifinitsoption,theEquipmentarelikelytobeendan  
gered,misutilisedorconvertedtousesotherthanthosespecifiedintheContract,byanyactsofomissionor  
commissiononthepartoftheContractororanyotherpersonoronaccountofanyreasonwhatsoeverandth  
eContractorbindshimselfandundertakestocomplywiththedirectionsofdemandof  
....(abbreviatednameoftheOwner).....toreturntheequipmentwithoutanydemurorreservation.

5. ThatthisindemnityBondisirrevocable.IfatanymeanylossordamageoccurstotheEquipmentorthes  
ameoranypartthereofismisutilisedinany mannerwhatsoever,thentheContractorherebyagreesthatth  
edecisionoftheOwner'sRepresentativeastoassessmentoflossordamagetothEquipmentshallbefin  
alandbindingontheContractor.TheContractorbindsitselfandundertakestoreplacethelost  
and/ordamagedEquipmentathisowncostand/orshallpaytheamountoflossto.....(a  
bbreviated nameoftheOwner)withoutanydemur,reservationorprotest.Thiswithoutprejudicetoany  
otherrightorremedythatmaybeavailableto.....(abbreviatednameoftheOwner).....again  
stthe ContractorundertheContractandunderthisIndemnityBond.

6. NOWTHECONDITIONofthisBondisthatiftheContractorshalldulyandpunctuallycomplywiththeter  
ms  
andconditionsofthisBondtothesatisfactionof.....(abbreviatednameoftheOwner).....,THE  
N,theaboveBondshallbevoid,butotherwise,itshallremaininfullforceandvirtue.

INWITNESSWHEREOF,theContractorhashereunto setitshandthroughitsauthorizedrepresentative  
underthecommonsealoftheCompany,theday,monthandyearfirstabovementioned.

Particularsofthe Equipment handedover	Quantity	ParticularsofDispatch titleDocuments		Valueofthe Equipment	Signatureofthe Attorneyintokeno freceipt
		RR/GRNo.dat eoflading	Carrier		

For and on behalf of

M/s.....

WITNESS

1. Signature (Authorized representative) :

Name:

Address (In case of Company):

2. Signature (Authorized representative) :

Name:

Address (In case of Company):

Indemnity Bonds are to be executed by the authorized person and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contractor or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

**5.10 FORM 'XI' FORM OF SCHEDULE OF DEVIATIONS**

We/I have carefully gone through the technical specification and the general conditions of contract and We/I have satisfied ourselves/myself and hereby confirm that our/my offer strictly conforms to the requirements of the technical specifications and general conditions of contract except for the deviations which are given below:

<b>Sl. No</b>	<b>Description</b>	<b>Stipulation in Specification</b>	<b>Deviations Offered</b>	<b>Remarks</b>
<b>A</b>	<b>Commercial Terms (Clause No)</b>			
<b>B</b>	<b>Technical Specifications (Clause No)</b>			

(Please use more sheets, if required).

Signature:

Name:

Dated:

Place:



**5.11 FORM 'XII' GUARANTEES, LIQUIDATED DAMAGES FOR NON – PERFORMANCE**

1. The equipment offered shall meet the rating and performance requirements stipulated in Technical Specification for various equipment or indicated in Data requirement.
2. The ratings and performance figures of the below mentioned equipment are guaranteed with respect to fulfilling the value specified in GTP given in respective Indian Standard (up to date) by bidder.

<b>Sl. No.</b>	<b>Description</b>
A.	Ring Main Unit
B.	100/200/315/500kVA, 11/0.4kV, 3φ Distribution Transformer
C.	500kVA, 11/0.4kV, 3φ Distribution Transformer for Packaged substation.
D.	MV & LV cable

3. If the aforementioned guarantees are not established at factory tests, then the Owner shall reject the equipment.

Signature:

Name:

Dated:

Place:

**5.12. FORM OF JOINT VENTURE/CONSORTIUM AGREEMENT**

**(ON NON-JUDICIAL STAMP PAPER OF Rs 200/- TO BE PURCHASED IN THE NAME OF JOINT VENTURE)**

JOINTVENTURE/CONSORTIUM AGREEMENT BETWEEN.....AND.....

.....for (NIT No/Tender ID)..... Dated. .... of Tripura State Electricity Corporation Ltd.

THIS Joint Venture/Consortium Agreement executed on this..... day of.....Two thousand..... and..... between M/s. .... a company incorporated under the Companies Act, 1956.....and having its Registered Office at .....

(Hereinafter called the "Lead Partner" which expression shall include its successors, executors and permitted assigns) and M/s. .... a company incorporated under the Companies Act, 1956.....and having its Registered Office at .....

(hereinafter called the "Partner" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract (in case of award) against Tender No.: .....Dtd ..... for “**(Name of Work)**.....” of Tripura State Electricity Corporation Ltd., Tripura, incorporated under the Companies Act of 1956 having its Registered Office at Raipur (hereinafter called the "Employer").

WHEREAS the Employer invited bids as per the above-mentioned Specification for the design manufacture, supply and erection, testing and commissioning of Equipment/Materials stipulated in the bidding documents under subject Package for .....

AND WHEREAS “Qualification Requirement of the Bidder’s as per SBD forming part of the bidding documents, stipulates that a Joint Venture/consortium of two qualified firms as partners, meeting the requirement of Qualification Requirement of the Bidder’s, as per SBD as applicable may bid, provided the Joint Venture fulfils all other requirements of relevant Section of SBD and in such a case, the BID shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that the Joint Venture/Consortium Agreement shall be attached with the bid and the contract performance guarantee will be as per the format enclosed with the bidding document without any restriction or liability for either party.

AND WHEREAS the bid has been submitted to the Employer vide proposal No..... dated.....by Lead Partner based on the Joint Venture agreement between its Partners under these presents and the bid in accordance with the requirements of (Evaluation &Qualification Criteria), as per SBD has been signed by all the partners.

**NOW THIS INDENTURE WITNESSETH AS UNDER:**

In consideration of the above premises and agreements, all the Partners to this Joint Venture do hereby now agree as follows:

1. In consideration of the award of the Contract by the Employer to the Joint Venture partners, we, the Partners to the Joint Venture agreement do hereby agree that M/s.....shall act as Lead Partner and further declare and confirm that we shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply, and successful performance of the equipment in accordance with the Contract.
2. In case of any breach of the said Contract by the Lead Partner or other Partner(s) of the Joint Venture agreement, the other Partner do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performance guaranteed as per the specification in terms of the Contract, the Partner(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner(s).
4. The financial liability of the Partners of this Joint Venture agreement to the Employer, with respect to any of the claims arising out of the performance of non-performance of the obligations set forth in the said Joint Venture agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Joint Venture agreement.

- 5. It is expressly understood and agreed between the Partners to this Joint Venture/consortium agreement that the responsibilities and obligations of each of the Partners shall be as delineated in SBD(\*To be incorporated suitably by the Partners) to this agreement. It is further agreed by the Partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Partners under this Contract.
- 6. This Joint Venture agreement shall be construed and interpreted in accordance with the laws of India and the courts of Tripura shall have the exclusive jurisdiction in all matters arising there under.
- 7. In case of an award of a Contract, We the Partners to the Joint Venture Agreement do hereby agree that we shall be jointly and severally responsible for furnishing a contract performance security from a bank in favour of the Employer in the forms acceptable to purchaser for value of @10% of the Contract Price in the currency/currencies of the Contract.
- 8. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Employer discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Partners to the Joint Venture agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

<p>1. Common Seal of.....</p> <p>has been affixed in my/our presence pursuant</p> <p>to the Board of Director's resolution</p> <p>representative) dated.....</p> <p>Signature.....</p> <p>Name.....</p> <p>Designation.....</p>	<p><b><u>For Lead Partner</u></b></p> <p>(Signature of authorized</p> <p>Name.....</p> <p>Designation.....</p> <p>Common Seal of the company</p> <p>.....</p>
<p>2. Common Seal of.....</p> <p>has been affixed in my/our presence</p> <p>pursuant to the Board of Director's resolution</p> <p>dated.....</p> <p>Signature.....</p> <p>Name.....</p> <p>Designation.....</p>	<p><b><u>For other Partners</u></b></p> <p>(Signature of authorized representative)</p> <p>Name.....</p> <p>Designation.....</p> <p>Common Seal of the company</p> <p>.....</p>

**WITNESSES:**

1. (Signature).....	2 (Signature).....
Name .....	Name.....
(Official address)	(Official address)

**5.13. BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (EMD)**

**(on Rs. 200/- Non judicial Stamp Paper)**

To

.....  
.....

WHEREAS \_\_\_\_\_(Name of Bidder) (hereinafter called "the Bidder" has submitted its Bid dated \_\_\_\_\_ (Date) for the execution of (Name of Contract) \_\_\_\_\_(hereinafter called "the Bid") in favour of \_\_\_\_\_ hereinafter called the "Employer";

KNOW ALL MEN by these presents that we, \_\_\_\_\_(name of the issuing Bank), a body corporate constituted under the \_\_\_\_\_ having its Head Office at \_\_\_\_\_ amongst others a branch/office at \_\_\_\_\_ (hereinafter called "the Bank" are bound unto the employer for the sum of Rs \_\_\_\_\_(Rupees \_\_\_\_\_ only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents;

THE CONDITION of this obligation is:

If the bidder withdraws or amends their offer of empanelment before finalization of empanelment by the employer,

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence the above condition.

Notwithstanding anything contained herein

i)Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_ only)

ii)This Bank Guarantee is valid up to \_\_\_\_\_ and

iii)We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (mention period of guarantee as found under clause (ii) above plus claim period)

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNATURE OF THE BANK

**VOLUME – I: SECTION 6: GENERAL CONDITIONS OF CONTRACT**

This part, The Section-6 of the Bidding Documents is named as General Conditions of Contract (GCC) and provides all the rights and obligations of the parties under the Contract. This Section contains provisions which are to be used unchanged unless Section - 7 named as Special Conditions of Contract (SCC) states otherwise as any changes in GCC or any complementary information that may be needed has been shown in SCC. If there is a conflict between the provisions of Section -6 & Section - 7, the provisions of Section - 7 shall prevail.

**6.1 DEFINITIONS AND INTERPRETATIONS****6.1.1 Definitions**

In the contract (as hereinafter defined) the following words and expressions shall, have the meanings hereby assigned to them except where the contract otherwise requires

- a) "Owner" shall mean shall mean **TRIPURA STATE ELECTRICITY CORPORATION LIMITED** (TSECL) and shall include their legal representatives, successors and assigns
- b) "Engineer-in-Charge/ Engineer" shall mean Deputy General Manager (Technical) / or any authorized persons by Owner.
- c) "Project Management Consultancy/ PMC Team" means the person(s) or firm(s) engaged by the Owner and notified as such to the Contractors who will be authorized to monitor project supervision and conduct independent inspections on the Plant/Equipment to be supplied by the Contractor for incorporation into the Works, either at the place of manufacture or fabrication or at the Site, as applicable.
- d) 'Contractor' or 'Manufacturer' shall mean the Bidder whose bid shall be accepted by TSECL for award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- e) 'The Contract' means the agreement entered into between Tripura State Electricity Corporation Limited and Contractor as per the Contract Agreement signed by the parties, including the conditions, the specifications, the drawings, the bill of quantities, the bid, the letter of award/ acceptance, the contract agreement and such further documents as may be expressly incorporated in the letter of acceptance or contract agreement and appendices thereto and all documents incorporated by reference therein.
- f) "Date of Commencement" is the date when LOA placed by the Owner.
- g) 'Site' shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land, paths, street

and thereof which may be allocated or used by TSECL or Contractor in the performance of the Contract

- h) 'Specification' shall mean collectively all the terms and stipulations Contained in those portions of the 'Contract' known as General Conditions of Contract, the Specifications and such Amendments, Revisions, Deletions or Additions, as may be made in the Agreement and all written Agreements made or to be made pertaining to the method and manner of performing the 'Work' or to the quantities and qualities of the materials to be furnished under this 'Contract'
- i) "Drawings" means all drawings, calculations and technical information provided by the Engineer-In-Charge to the contractor under the contract and all drawings, calculations, samples, patterns, models, operations and maintenance manuals and other technical information of a like nature submitted by the contractor- and approved by the Owners/Engineer-In- Charge.
- j) "Tender/Bid" means the contractor's offer to the Owner for the execution and completion of the works and remedying of any defects therein, in accordance with the provisions of the contract, as accepted by the letter of acceptance. The word tender is synonymous with 'Bid' and the words "tender documents" with "Bidding Documents".
- h) 'MANUFACTURER' refers to a person or firm who is the producer and furnisher of material or designer and fabricator of equipment to either the OWNER/ PURCHASER or the VENDOR/CONTRACTOR or both under the 'Contract'.
- i) 'SUB-VENDOR/SUB-CONTRACTOR/SUB-FABRICATOR' shall mean the person named in the 'Contract' undertaking a part of the work or any person to whom a part of the 'Contract' has been sublet with the consent in writing of the principal OWNER/ PURCHASER and shall include his heirs, legal representatives, successors and permitted assigns.
- j) 'Plant' or 'Equipment' and 'Work' or 'Works' shall mean respectively the goods to be supplied and/or services to be provided including those for electrical works by the VENDOR/CONTRACTOR/FABRICATOR under the 'Purchase Order' or 'Contract'.
- k) 'Commissioning' shall mean integrated activity covered under 'Pre-commissioning Operation', 'Initial Operation', 'Trial. Operation' and carrying out 'Performance Tests'.
- l) 'Trial Operation' shall mean the integrated operation of the plant/system/ equipment covered under the 'Contract' for a specified period at specified Load for providing trouble-free operation of the plant/system/equipment covered under the 'Contract'.
- m) 'Performance Tests' shall mean such tests as are prescribed in the 'Specification', to be done by the CONTRACTOR before the plant is taken over under guarantee by the Owner to the



satisfaction of the ENGINEER.

- p) 'Commercial Use' shall mean that use of the equipment or work, which the 'Contract' contemplates or that for which equipment or work is commercially capable.
- q) 'Codes and Standards' shall mean all the applicable codes and standards as Indicated In the 'Specification' and shall include, but not limited to, the following:
  - (a) Various Regulations of Tripura Electricity Regulatory Commission.
  - (b) Relevant publications of Bureau of Indian Standards and MORT&H.
  - (c) Any other internationally approved standard and/or Rules and regulations relevant to the subject matter of the Contract.
- r) "Works" means the permanent works and the temporary works or either of them as appropriate.
- s) "Letter of acceptance" shall mean intimation by a letter/fax of intent that the tender has been accepted in accordance with the provisions contained in the said letter/fax.
- t) "Letter to proceed with work" means the formal acceptance by the Owner.
- u) "Contract Price" means the sum stated in the Letter of acceptance as payable to the contractor for execution and completion of the works and remedying of any defects therein in accordance with the provision of the contract.
- v) "Cost" means all expenditure properly incurred or to be incurred, whether on or off the site including overhead and other charges properly allowable thereon but does not include any allowance for profit.
- w) "Day" means a day of 24 hrs from midnight to midnight irrespective of the number of hours worked in that day.
- x) "Working day" means any day, which is not declared to be holiday or rest day by the Owner.
- y) "Week" means a period of any consecutive seven days.
- aa) "Writing" means any hand written or printed/typed communication, including fax.
- ab) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- ac) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner, and includes collusive practice among bidders (prior to or after bid submission\_) designed to establish bid price at artificial non-competitive levels and to deprive the Owner of the benefits of free and open completions.

- ad) Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), Indian Contract Act (1972) and General Clauses Act (1987).
- ae) 'Latent Defects' shall mean such defects caused by faulty designs, material or workmanship which cannot be detected during inspection, testing etc, based on the technology available for carrying out such tests.
- af) "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 TSECL.
- ag) '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.
- ah) "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.
- ai) 'Trial Operation', 'Reliability Test', 'Trial Run', 'Completion Test' shall mean the extended period of time after the startup 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 of TSECL unless otherwise specified elsewhere in the Contract.
- aj) '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.
- ak) The term 'Final Acceptance / Taking Over' shall mean written acceptance of the Works performed under the Contract by TSECL, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specification or otherwise agreed in the Contract.

#### **6.1.2 Heading and Marginal Notes**

The headings and marginal notes in these conditions are indicative only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction or of the contract.

**6.1.3 interpretation**

Words importing persons or parties shall include firms and corporations and any organization having legal capacity.

**6.1.4 Singular and Plural**

Words importing the singular only also include the plural and vice versa where the context so require.

**6.1.5 Notice, consents, approvals, certificates and determinations**

Wherever in the contract provision is made for giving or issue of any notice consent, certificate or determination by any persons, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words 'notify' certify or determine shall be constructed accordingly.

**6.1.6 Vendor/Contractor to Inform Himself Fully**

The VENDOR/CONTRACTOR shall be deemed to have carefully examined all Contract Documents to his entire satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract/bid Documents, he shall, before accepting / signing the 'Contract' set forth the particulars thereof, and submit them to the Owner in writing, in order that such doubt may be removed. The Owner will provide such clarifications as may be necessary in writing to the CONTRACTOR. Any information otherwise obtained from the Owner or the ENGINEER shall not in any way relieve the VENDOR/ CONTRACTOR of his responsibility to fulfill his obligations under the 'Contract'.

**6.2 ENGINEER-IN-CHARGE'S REPRESENTATIVE****6.2.1 Engineer-in-charge's duties and authority**

- i) The Owner will appoint any of his officers or any agency as the case may be as engineer-in-charge to deal with all the matters related to the execution and operation of contract.
- ii) However, the Owner/Owner's representatives reserves the right in checking/tests checking of the operation of the contract in respect of quality, testing, and measurement of works either directly or through a separate agency or both.

**6.2.2 Engineer-in-charge's representative**

The engineer-in-charge's representative shall be appointed by and be responsible to the Engineer-in-Charge and shall carry out such duties and exercise such authority as may

be delegated to him by the engineer-in-charge under sub clause 2.3.

### **6.2.3 Engineer-in-charge's authority to delegate**

The engineer-in-charge may from time to time delegate to his representative any of the duties and authorities vested in the Engineer-in-charge and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the contractor.

Any communication given by the Engineer-in-charges representative to the contractor in accordance with such delegation shall have the same effect as if, it had been given by the Engineer-in-charge, provided that

- (a) Any failure of the Engineer-in-charge's representatives to disapprove any work, materials or plant shall not prejudice the authority of the Engineer-in-charge to disapprove such work, materials or plant and to give instructions for the rectification thereof, and
- (b) If the contractor questions any communication of the Engineer-in-charge's representative, he may refer the matter to the Engineer-in-charge who shall confirm, reverse or vary the contents of such communication.

### **6.2.4 Appointment of Assistant**

The Engineer-in-charges representative may appoint any number of persons to assist the Engineer-in-Charges Representative in carrying out of his duties. He shall notify to the contractor the names, duties and the scope of authority of such persons. Such assistants shall have no authority to issue any instructions to the contractor save in so far as such instructions may be necessary to enable them to carry out their duties and to `secure their acceptance of materials plants or workmanship as being in accordance with the contractor, and any instructions given by any of them for those purpose shall be deemed to have been given by the Engineer-in-charge's Representative.

### **6.2.5 Instructions in Writing**

Instructions given by the Engineer-in-charge shall be in writing, provided that if for any reason the Engineer-in-charge considers it necessary to give any such instructions orally, the contractor shall comply with such instructions. Confirmation in writing of such oral instructions given by the Engineer-in-charge, whether before or after carrying out of the instructions, shall deemed to be an instruction within the meaning of this sub clause. Provided further that if the contractor, within 7 days, confirms in writing to the Engineer-in-charge any oral instruction of the Engineer-in-

charge and such confirmation is not contradicted in writing within 7 days by the Engineer-in-charge, it shall be deemed to be an instruction of the Engineer-in-charge.

The provisions of this sub clause shall equally apply to instructions given by the Engineer-in-charge's Representative and any assistant of the Engineer-in-Charge or the Engineer-in-charge's Representative appointed pursuant to sub clause 2.4.

## **6.3 CONTRACT DOCUMENTS**

### **6.3.1 Language and Law**

(a) The language in which the contract documents shall be drawn up is English.

(b) As this contract has been constructed in India, so Indian laws in addition to Laws in force in Tripura shall apply to this contract.

### **6.3.2 Priority of Contract Documents**

The several documents forming the contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer-in-charge who shall thereupon issue to the contractor instructions thereon and in such event, unless otherwise provided in the contract, the priority of the documents forming the contract shall be as follows:

- i. The contract agreement
- ii. The letter of acceptance
- iii. Letter to proceed with work
- iv. Owners requirements and technical specifications
- v. Special conditions
- vi. The tender.
- vii. Bill of Quantities
- viii. Specifications
- ix. General Conditions
- x. Drawings
- xi. Any other documents forming part of the contract/contractors proposals if any.

### **6.3.3 Custody and supply of drawings and documents**

The drawings shall remain in the sole custody of the Engineer-in-charge, but two copies thereof shall be provided to the contractor free of charge. The contractor shall make at his own cost any further copies required by him. Unless it is strictly necessary for the

purpose of the contract, the drawings, specifications and other documents provided by the Owner or the engineer-in-charge shall not, without the consent of the engineer-in-charge, be used or communicated to a third party by the contractor. Upon issue of Defect Liabilities Completion Certificate, the contractor shall return to the Engineer-in-Charge all drawings, specifications, and other documents provided under the contract. One copy of the Drawings, provided to or supplied by the contractor shall be kept by the contractor on the site and the same shall at all reasonable times be available for inspection and use by the Engineer-in-Charge and any other person authorized by the Engineer-in-Charge in Writing.

#### **6.3.4 Disruption of Progress**

The contractor shall give notice to the Engineer-in-charge, whenever planning or execution of the works is likely to be delayed or disrupted unless any further drawing or instruction is issued by Engineer-in-charge within a reasonable time. The notice shall include details of the drawings or instructions required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

If, by reason of any failure or inability of the Engineer-in-charge to issue, within a time reasonable under the circumstances any drawings or instruction for which notice has been given by the contractor in accordance with this sub clause, the contractor suffers delay, then the Engineer-in-charge shall, after due consultation with the contractor and approval of the Owner, determine any extension of time to which the contractor is entitled.

if the failure or inability of the Engineer-in-charge to issue any drawing or instructions is caused in whole or in part of the failure of the contractor to submit drawings, specifications or other documents which he is required to submit under the contract, the Engineer-in-charge shall take such failure by the contractor into account when making his determination for extension of time.

#### **6.3.5 Supplementary Drawings and Instructions**

The Engineer-in-charge shall have the authority to issue to the contractor from time to time, such supplementary drawings in the form of GFC (Good for Construction) drawings and instructions as shall be necessary for the purpose of proper and adequate execution and completion of the work and remedying of any defects therein. The contractor shall carry out and be bound by the same.

## **6.4 GENERAL OBLIGATIONS**

### **6.4.1 Contractor's general responsibilities**

The contractor shall with due care and diligence (to the extent provided in the contract) execute and complete the work and remedy any defects therein in accordance with the provisions of the contract. The contractor shall provide all supervisory, labour, materials, plant, construction equipment and all other things, whether of temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the contract. The contractor shall provide the same in specified form which is reasonably to be inferred from the contract. The contractor shall promptly notify the Owner and the Engineer-in-charge of any effort, omission, fault or any other defect in the design or specifications for the work which he discovers when reviewing the contract documents or in the process of execution of the works.

The contractor shall take the full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the contract shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the design or specification of works, not prepared by the contractor. Whereas this contract expressly provides that all of the components of this work shall be designed by the contractor, he shall be fully responsible for all the works, notwithstanding any approval by the Engineer-in-charge.

### **6.4.2 Contract agreement**

The contract agreement shall be prepared and completed in the form provided in section – 5 to these conditions with such modifications as may be necessary.

### **6.4.3 Inspection of site**

The contractor shall deem to have inspected the site and examined its surroundings and collected information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time, at his own responsibility and expense) before submitting his bid, as to:

- (a) the form and nature thereof, including the sub surface conditions
- (b) the hydrological and climatic conditions
- (c) the extent and nature of work, labour and materials necessary for speedy execution of the works, their availability and other related matters and remedying of any defects therein, and
- (d) The means of access to the site and accommodation he may require. And in general,

shall be deemed to have obtained all necessary information as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his bid.

#### **6.4.4 Sufficiency of tender**

The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the tender and of the rates and prices stated in the bill of quantities all of which shall except in so far as it is otherwise provided in the contract, cover all his obligations under the contract (including those in respect of the supply of good, materials, plant or services) and all matters and things necessary for the proper execution and completion of the works and remedying of any defects therein.

The rate quoted against each item or work shall be for the complete finished item of work and shall be inclusive of all taxes duties and all cost and expenses which may be required in and for execution and full protection of the work as described together with all general risks/liabilities and obligations set forth or implied in the documents on which the tender is based.

The rates quoted against each item in the schedule of quantities shall be deemed to cater for all minor constructional details which are not specifically mentioned, but are fairly and obviously intended and are essential for the full and final completion of works and the contractor is not entitled to make any extra claim on this account.

#### **6.4.5 Work to be in accordance with contract**

Unless it is legally or physically impossible, the contractor shall execute and complete the works and remedy any defects therein in strict accordance with the contract to the satisfaction of the Engineer-in-charge. The contractor shall comply with and adhere strictly to the Engineer-in-charge's instruction on any matter, whether mentioned in the contract or not, touching or concerning the work. The contractor shall take instructions only from the Engineer-in-Charge or from the Engineer-in-charges representative.

#### **6.4.6 Program to be submitted**

The contractor shall, within the time of 15 days from the date of letter of award, submit to the Engineer-in-charge for his consent, a program in such form and details as the Engineer-in-charge shall reasonably prescribe, for the execution of the works. The contractor shall whenever require by the Engineer-in-Charge, also provide in writing for his information a general description of the arrangements and methods which the contractor proposes to adopt for the execution of the works.

If at any time it should appear to the Engineer-in-charge that the actual progress of the



works does not confirm to the program to which consent has been given, the contractor shall produce at the request of the Engineer-in-charge, revised program showing the modifications to such program necessary to ensure completion of the works.

#### **6.4.7 Engineer-in-charge at Liberty to Object**

The Engineer-in-charge shall be at liberty to object to and require the contractor to remove forthwith from the works any persons provided by the contractor who, in the opinion of the Owner/ Engineer-in-charge, misconducts himself or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Engineer-in-charge to be undesirable, and such persons shall not be again allowed upon the works without the consent of the Engineer-in-charge. Any person so removed from the works shall be replaced as soon as possible.

#### **6.4.8 Setting out**

The contractor shall be responsible for:

- (a) The accurate setting out of the works in relation to original points, lines and levels, of reference given by the Engineer-in-charge in writing based on approved DGPS survey data.
- (b) The correctness of the position, levels, dimensions and alignments of all part of the works.
- (c) The provision of all necessary instruments, appliances and labour in connection with the forgoing responsibilities, if, at any time during the execution of the works any error appears in the position, levels, dimensions or alignment of any part of the works the contractor on being required to do so by the Engineer-in-Charge, shall at his own cost rectify such error to the satisfaction of Engineer-in-Charge, unless such error is based on incorrect data supplied in writing by the Engineer-in-Charge.
- (d) The checking of any setting - out or of any Line or level by the Engineer-in-Charge shall not in any way relieve the contractor of his responsibility for the accuracy thereof and the contractor shall carefully protect and preserve all bench marks sight - rails, pegs and other things used in setting out of the works.

#### **6.4.9 Safety, Security and Protection of the Environment**

The contractor shall throughout the execution and completion of the works and the remedying of any defects therein;

- (a) Have full regard for the safety of all persons entitled to be upon the site and keep the site (so far as the same is under his control) and the works (the same are not completed or occupied by the Owner) in an orderly state appropriate to the avoidance

of danger to such persons.

- (b) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge or by any duly constituted authority, for the protection of the works or for the safety and convenience of the public or others.
- (c) Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods or operation.

In case of the failure on the part of the contractor on above accounts, the consequences of the same shall be borne by the contractor. Alternatively, the Engineer-in-Charge may

Take reasonable steps to comply with the above at the risk and cost of the contractor.

#### **6.4.10 Care of works**

The contractor shall take full responsibility for the care of the works and materials and plant for incorporation therein from the commencement date until the date of issue of the taking over certificate for the whole of the works, when the responsibility for the said care shall subject to pass to the Owner provided that;

- (a) If the Engineer-in-Charge issues a taking over certificate for any section or part of the works, the contractor shall cease to be liable for the care of that section or part from the date of issuing of the taking over certificate, when the responsibility for the care of that section shall pass to the Owner, and
- (b) The contractor shall take full responsibility for the care of any outstanding works and materials and plant for incorporation therein he undertakes to or is otherwise required to finish during the defects liabilities period along with the defects if any until such outstanding works have been completed.

#### **6.4.11 Responsibility to Rectify or Damage**

If any loss or damage happens to the works or any part thereof, or materials or plant for incorporation therein, during the period for which the contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined in sub clause 6.4.12, the contractor shall at his own cost, rectify such loss or damage so that the works conform in every respect with the provision of the contract to the satisfaction of the Engineer-in-Charge. The contractor shall also be liable for any loss or damage to the works occasioned by him in the course of any operation carried out by him for the purpose of complying with his obligations under clause 6.8 and 6.9.

**6.4.12 Owner's Risks**

- (a) The Owner's risks are;
- 1) War, hostilities (whether war be declared or not) invasion act of foreign enemies.
  - 2) Rebellion, revolution, insurrection or military or usurped power or civil war.
  - 3) Pressure waves caused by aircraft or other Aerial devices traveling at sonic or supersonic speeds.
- (b) Loss or damage due to the use or occupation by the Owner of any section of part of the works except as may be provided for the contract.
- (c) Any operation of the forces of nature (insofar as it occurs on the site) such as earthquakes, tornado, lightening and unprecedented floods etc. against which an experienced contractor could not reasonably have been expected to take precautions.

**6.4.13 Fossils**

All fossils, coins, articles of value or antiquities and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall be deemed to be absolute property of the Owner and the contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal, acquaint the Engineer-in-Charge or Engineer-in-Charge's representative of such discovery and carry out the Engineer-in-Charge instructions for dealing with the same.

**6.4.14 Underground works**

During excavation if existing underground network are noticed and the same is needed to be removed/ relocated, the cost of removal/ relocation shall be determined by the Engineer-in-Charge and reimbursed to the contractor after getting approval of the Owner.

Other than power utility, Engineer – in – Charge shall inform concerned stakeholders for relocating the same.

**6.4.15 Taking Over**

Upon successful Trial – Operation of the Facilities or any part thereof, pursuant to GCC Sub-Clause 6.4.15, the Owner shall issue to the Contractor a Taking Over Certificate as a proof of the acceptance of the Facilities or any part thereof. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of Contract after issue of such certificate.

If within twenty-one (21) days after receipt of the Contractor's notice, the Owner fails to issue the Taking Over Certificate or fails to inform the Contractor in writing of the justifiable reasons why the Owner has not issued the Taking Over Certificate, the Facilities or the relevant part thereof shall be deemed to have been Taken Over as at the date of the Contractor's said notice.

Upon Taking Over of the Facilities or any part thereof, the Owner shall be responsible for the care and custody of the Facilities or the relevant part thereof, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof.

- **Operational Acceptance**

- ✓ **Guarantee Test**

The Guarantee Test (and repeats thereof), if any specified in the SCC and/or the Technical Specification, shall be conducted by the Contractor after successful Trial – Operation of the Facilities or the relevant part thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees specified in the Contract Documents or if otherwise required as per the Technical Specifications. The Contractor's and Engineer in charge authorized personnel may witness the Guarantee Test. The Contractor shall promptly provide the Owner with such information as the Owner may reasonably require in relation to the conduct and results of the Guarantee Test (and any repeats thereof).

If for reasons not attributable to the Contractor, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the time stipulated in the Technical Specifications the period for completing the same shall be as agreed upon by the Owner and the Contractor.

- ✓ **Operational Acceptance**

Operational Acceptance shall occur in respect of the Facilities or any part thereof as mentioned below:

- (I) In case no Functional Guarantees are applicable, Operational Acceptance shall occur when the Facilities or part thereof have been successfully Commissioned and Trial – Operation for the specified period have been successfully completed

- (II) In case Functional Guarantees are applicable, Operational Acceptance shall occur when the Functional Guarantees are met or the Contractor has paid liquidated damages specified in GCC Sub-Clause 6.7.8 hereof;

The Engineer in charge shall within twenty-one (21) days after receipt of the Contractor's notice, issue an Operational Acceptance Certificate as a proof of the final acceptance of the Plant and Equipment. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of Contract after issue of such certificate.

✓ **Partial Acceptance**

If the Contract specifies that Commissioning shall be carried out in respect of parts of the Facilities, the provisions relating to Commissioning including the Trial – Operation and Guarantee Test shall apply to each such part of the Facilities individually, and the Operational Acceptance Certificate shall be issued accordingly for each such part of the Facilities.

#### **6.4.16 Quantity Variation**

- I. During execution of the Contract, TSECL reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such variations shall not be subjected to any limitation for the individual items but the total variations in all such items including items not covered under the Contract shall be limited to **±10%**.
- II. The Contract price shall accordingly be adjusted based on the unit rates available in the Contract for the change in quantities as above. The base unit rates, as identified in the Contract shall however remain constant during the currency of the Contract. In case, the unit rates are not available in the contract, the same shall be worked out as below: -
  - i) If the rates for the additional, altered or substituted work are specified in the contract, the contractor is bound to carry the additional, altered or substituted work at the same rates as are specified in the contract.
  - ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract, the rates will be derived from a similar class of work as are specified in the contract.
  - iii) If the rates for the additional, altered or substituted work includes any work for which no rate

is specified in the contract / cannot be derived from the similar class of work in the contract, then such work shall be carried out at the rates which will be determined on the basis of current schedule of rate of TSECL above minus / plus the percentage which the total contract amount bears to the estimated cost put to tender. Provided always if the rate for particular part or parts of the item is not available in the schedule of rates, the rate of such part or parts will be determined by TSECL of the work on the basis of the prevailing market rate when the work was done.

- iv) If the rates for the additional, altered or substituted work cannot be determined in the manner specified in sub-clause i, ii & iii above, then the contractor shall within 7(Seven) days of receipt of order to carry out the order, inform the owner's Engineer in charge of the work of rate which it is his intention to charge for such class of work, supported by analysis of rate or rates claimed, and TSECL shall determine the rate or rates claimed with mutual settlement with the contractor.
- v) The deviation limit referred to above is the net effect (**algebraically sum**) of all additions and deductions ordered.
- vi) Time for the completion for the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract of the work and the certificate of the owner's Engineer in charge (**Deputy General Manager / Senior Manager**) of the work **shall be conclusive for approval of the time extension by TSECL.**

#### **6.4.17 Functional Guarantees**

The Contractor guarantees that the Facilities and all parts thereof shall attain the Functional Guarantees specified in the Technical Specifications, subject to and upon the conditions therein specified.

If, for reasons attributable to the Contractor, the minimum level of the Functional Guarantees specified in the Technical Specifications are not met either in whole or in part, the Contractor shall at its cost and expense make such changes, modifications and/or additions to the Plant or any part thereof as may be necessary to meet at least the minimum level of such Guarantees. The Contractor shall notify the Owner upon completion of the necessary changes, modifications and / or additions, and shall request the Owner to repeat the Guarantee Test until the minimum level of the Guarantees has been met. If the Contractor eventually fails to meet the minimum level of Functional Guarantees, the Owner may consider termination of the Contract and recover the payments already made to the Contractor.

**6.4.18 Equipment Performance Guarantees**

The Contractor guarantees that the Equipment, named in the **SCC**, shall attain the rating and performance requirements specified in Form -XII (Guarantees, Liquidated Damages for Non – Performance) to the Contract Agreement, subject to and upon the conditions therein specified.

If the guarantees specified in Form-XII (Guarantees, Liquidated Damages for Non – Performance) to the Contract Agreement are not established, then the Owner shall reject the equipment.

In case the Owner rejects the equipment, the Contractor shall at its cost and expense make such changes, modifications and/or additions to the equipment or any part thereof as may be necessary to meet the specified guarantees. The Contractor shall notify the Owner upon completion of the necessary changes, modifications and/or additions, and shall request the Owner to repeat the Test until the level of the specified guarantee has been met.

The guarantee period for equipment other than cable shall be min. 36months from the date of delivery or 18months from the date of erection, whichever is later.

**6.4.19 Patent Rights**

The contractor shall indemnify the Owner against all claims and proceedings for or on account of infringement of any patent right, design, trademark or name or other protected right in respect of any contractor's equipment, materials or plant used for or in connection with or for incorporation in the works and from and against all damages, costs, charges and expenses whatsoever in respect or in relation thereto, except where such infringement result from the compliance with the design or specification provided by the Engineer-in-Charge.

**6.4.20 Royalties**

Except where otherwise stated the contractor shall pay all tonnage and other royalties, rent fees and other payments Like royalty or compensation (if any) for getting stone, sand, gravel, clay or other materials required for the works or any of them.

**6.4.21 Contractor to keep site clear**

During the execution of the works the contractor shall keep the site reasonably free from all unnecessary obstructions and shall dispose-off any contractor's equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required.

**6.4.22 Clearance of site on Completion**

Before the issue of any Taking Over Certificate, the contractor shall clear away and remove from that part of the site to which such taking over certificate relates all contractor's equipment surplus material rubbish and temporary works of every kind and leave such part of the site and works clean and in workmanlike condition to the satisfaction of the Owner/ Engineer-in-Charge, provided that the contractor shall be entitled to retain on site, until the end of the defects liabilities period, such materials, contractor's equipment, and temporary works as are required by him for the purpose of fulfilling his obligations during the defects Liabilities period.

#### **6.4.23 Staff and labour**

- (a) Minimum technical/non-technical/supervisory staff shall be posted as per details provided in pre-qualification bid documents. Same staff shall not be changed/ replaced without prior approval of the Owner. In rare emergency cases, with proper justification, replacement of staff shall be permitted by the Owner, if person of similar and equivalent qualifications and experience is proposed as replacement of originally proposed employees in S.B.D document.

(b) **Labour**

The contractor shall make his own arrangements for engagement of all labour local or other. The contractor shall, if required, by the Engineer-in-Charge, deliver to the Engineer-in-Charge's representative, or at his office, a return, in detail, in such form and such intervals as the engineer in charge may prescribe showing supervisory staff and the number of the several classes of labour from time to time employed by the contractor on the site and such information regarding constructional plant as the Engineer-in-Charge's representatives may require. The contractor shall file all labour returns in detail to the respective authorities/statutory bodies as prescribed under law applicable at the work site and inform the Owner/ Engineer-in-Charge with copies of such returns directly filed.

The contractor shall abide by the local laws and regulations governing labour applicable from time to time. During continuance of the contract, the contractor shall at all times abide by all existing labour enactments and rules made there under, regulations, notifications and bye laws of state or Central Government or local authority and any other Labour law (including rules) regulations, bye laws that may be passed or notification under any labour law in future either by the state or the central government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given hereinafter. The contractor shall keep the



Owner indemnified in case any action is taken against the Owner by the competent authority on account of the contravention of any of the provisions of any Act of rules made there under regulations or notifications including amendments. If the Owner is caused to pay or reimburse such amounts, as may be necessary to cause or observe or for non-observance of the provisions stipulated in the notifications in the amendments/bye/Laws/acts/rules/regulations/including amendments if any on the part of contractor, the Engineer-in-Charge shall have the right to deduct such amounts from any money due to the contractor. The Engineer-in-Charge shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Owner.

The employees of the contractor and the sub-contractors in no case shall be treated as the employees of the Owner at any point of time.

Salient features of some of major labour laws applicable to establishments engaged in building and other construction works are as given below;

(c) **Workmen Compensation Act, 1923**

The Act provides for compensation in case of injury by accident arising out of land during the course of employment.

(d) **Payment of Gratuity Act, 1972**

Gratuity is payable to the employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death at the rate of 15 days' wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(e) **Employees P.F. and Miscellaneous Provision Act, 1952**

The Act provides for monthly contributions by the Owner plus worker @ 10% or 8.33% or as amended from time to time.

The benefits payable under the Act are:

- i. Pension or family pension on retirement or death as the case may be.
- ii. Deposit linked insurance on the death in harness of the worker.
- iii. Payment of P.F, accumulation on retirement/death etc.

(f) **Maternity Benefit Act, 1951**

The Act provides for leave and some other benefits to women employee's in case of confinement or miscarriage etc.

(g) **Contract Labour (Regulation and Abolition) Act, 1970**

The Act provides for certain welfare measures to be provided by the contractor to

contract labour and in case the contractor fails to provide, the same are required to be provided by the Principal Owner by Law. The Principal Owner is required to take certificate of registration and the contractor is required to take a license from the designated officer. The Act is applicable to the establishments or contractor of Principal Owner if the Owner employs 20 or more contract labour.

(h) **Minimum Wages Act, 1948**

The Owner is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provision of the Act if the employment is a scheduled employment.

(i) **Payment of Wages Act, 1936**

It lays down as to by what date the wages are to be paid, when it will be paid, and what deductions can be made from the wages of the workers.

(j) **Equal Remuneration Act, 1979**

The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.

(k) **Payment of Bonus Act, 1965**

The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payment of annual bonus subject to a minimum of 8.33% of the wages and maximum of 20% of wages to employees drawing Rs.3500/- P.M. or less. The bonus to be paid to employees getting Rs.2500/-P.M. or above upto Rs.3500/- P.M. shall be worked out by taking wages as Rs.2500/- per month only. The Updated amendments of act shall apply completely.

(l) **Industrial Disputes Act, 1947**

The Act Lays down the machinery and procedure for resolution of industrial dispute, in what situations a strike or lockout becomes illegal and what are the requirements for Laying off or retrenching the employees or closing down the establishment.

(m) **Industrial Employment (Standing Orders) Act, 1946**

It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the states and Central Government to 50) The act provides for laying down rules governing the conditions of employment by the Owner on matters provided in the Act and get the same certified by the designated authority.

(n) **Trade Unions Act, 1926**

The Act lays down the procedure for registration of trade unions of workmen and Owners. The trade unions registered under the Act have been given certain immunities

from civil and criminal liabilities.

(o) **Child Labour (Prohibition & Regulation) Act, 1986**

The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and process, employment of Child Labour is prohibited in Building and Construction Industry.

(p) **Inter State Migrant Workmen's (Regulation of Employment & Condition of Service) Act, 1979**

The Act is applicable to an establishment which have 5 employs or more interstate migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment in another state) The interstate migrant workmen in an establishment to which this act becomes applicable are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back etc.

(q) **The building and other Construction Workers (Regulation of Employment and Condition of Service) Act, 1996 and the Cess Act, 1996**

All establishments who carry on any building or other construction work and employ 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Owner of the establishment is required to provide safety Measures at the building or construction work and other welfare measures, such as Canteens, First Aid Facilities, Ambulance, Housing accommodation for workers etc. The Owner to whom the Act applies has to obtain a registration certificate from the Registering officer appointed by the Government.

**However, the contractor shall follow all the various acts with latest amendments.**

#### **6.4.24 Indemnity Bond**

For the equipment/material, it will be the responsibility of the Contractor to take delivery, unload and store the materials at Site and execute an Indemnity Bond and obtain authorization letter from Owner as per pro forma enclosed at Section-5 - 'Form for Indemnity Bond to be executed by the Contractor', in favour of the Owner against loss, damage and any risks involved for the full value of the materials. This Indemnity Bond shall be furnished by the Contractor before commencement of the supplies and shall be valid till the scheduled date of Taking Over of the equipment by the Owner.

**6.4.25 Income taxes on staff**

The contractor's staff, personnel and labour shall be Liable to pay personnel income taxes in the Owner's country of such of their salaries and wages, as are chargeable under the laws and regulations from the time being in force and the contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

**6.4.26 Details to be Confidential**

The contractor shall treat the details of the contract as private and confidential; save in so-far as may be necessary for the purposes thereof and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Engineer-in-Charge. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the contract the same shall, be referred to the decision of the Owner whose award shall be final.

**6.4.27 Drawing and Photographs of the Works**

The contractor shall not disclose details of drawings furnished to him, drawings submitted by him and approved by the engineer-in-Charge and Works on which he is engaged without the prior approval of the Engineer-in-Charge in writing to anyone. No photographs of the works or any part thereof or plant employed thereon shall be taken or permitted by the contractor to be taken by any of his employees without the prior approval of the Engineer-in-Charge in writing and no such photographs shall be published or otherwise circulated without the approval of the Engineer-in- Charge in writing.

**6.4.28 The Apprentices Act, 1961**

The contractor shall duly comply with the provisions of the latest apprentices Act, the rules made there under and the orders that may be issued from time to time under the said act and the said rules and on his failure or neglect to do so, he shall be subject to all liabilities and penalties provided by the said Act and said rules.

**6.4.29 Engineer-in-Charge's Authority to Correct Errors**

The Engineer-in-Charge shall at the request of the contractor or at his own initiative subject to the provisions of this clause and with retrospective effect from the date of this contract have authority to make a determination correcting any manifest error (including for the avoidance of doubt and without prejudice of the Engineer-in-charge's authority in this regard any error of spelling grammar or punctuation and any omission inclusion or misplacement of text) in any of this contract provided always that;

(a) The Engineer-in-Charge before making such determination shall by notice to contractor provide him with a draft thereof and give him reasonable time in which to comment on the draft.

(b) The Engineer-in-Charge shall in making such determination take into consideration the presumed intentions of the parties the wording of any provision of the conditions of the contract for use and any comments received by the contractor on the draft determination provided to him under para (a) of this sub clause.

(c) The Engineer-in-Charge shall provide the contractor with a copy of the determination made by him.

## **6.5 MATERIALS, PLANT AND WORKMANSHIP**

### **6.5.1 Quality of Materials, plant, Machinery and workmanship**

All materials, plant and workmanship shall be:

(a) Of the respective kind described in the contract and in accordance with the Engineer-in-Charge's instructions and

(b) Subjected from time to time, to such tests as the Engineer-in-charge may require at the place of manufacturer, fabrication or preparation or on the site or at such other places as may be specified in the contract as decided by the Engineer-in-Charge.

The contractor shall provide such assistance, labour, electricity, fuels, stores, tools and tackles apparatus and instruments as are normally required for examining, measuring and testing any materials or plant and shall supply samples or materials before incorporation in the works for testing as may be selected and required by the Engineer-in-Charge.

#### **6.5.2 a) Field test laboratory**

The contractual agency will maintain a full-fledged field laboratory, where all equipment to conduct tests for quality control of materials/works executed shall be kept, so that all field tests of all the components of this contract can be carried out without any hindrance. Proper records of all tests shall be maintained. Copies of all tests conducted in field laboratory shall be given to Engineer-in-Charge. The staff of Owner will have access to this laboratory and will have power to conduct/supervise field tests of various material /equipment any time in their presence. The total cost of establishing/maintenance and conducting field tests shall be borne by the contractor.

#### **(b) Cost of samples**

All samples shall be prepared and supplied by the contractor at his own cost.

**6.5.3 Testing from outside laboratory.**

- (a) The Owner reserve its right to get material/ works tested from some reputed outside field laboratory such as NIT/Tripura, CPRI/ ERADA/NABL accredited Lab and contractual agency will have no objections for same whatsoever. The cost of making such test samples and its transportation to such tests laboratory etc. shall be borne by contractor including, **the fees of laboratory for such tests.**
- (b) TSECL reserves its right to get any material tested from outside reputed test house as referred above for testing, to ensure quality of all material. But in case of failure of any lot of material, all the work executed with that lot of material shall be rejected.
- (c) Sampling of work in progress shall be carried out by representative of Engineer-in-Charge, and shall be got tested from reputed test house as referred above for quality control.

**6.5.4 Inspection facilities**

- (a) The Engineer-in-Charge and any person authorized by him shall at all reasonable times have access to the site and to all workshop and places where materials or plant are being manufactured fabricated or prepared for the works and the contractor shall afford every facility for and every assistance in obtaining the right to such access.

**(b) Inspection and Testing**

The Engineer-in-Charge shall be entitled during manufacture, fabrication or preparation of inspection and test the materials and plant to be supplied under the contract. If materials or plant are being manufactured, fabricated or prepared in workshop of places other than those of the contractor, the contractor shall obtain permission for the Engineer-in-Charge to carry out such inspection and testing in those workshops or places, such inspection or testing shall not release the contractor from any obligations under the contract.

**(c) Dates for inspection and testing**

The contractor shall agree with the Engineer-in-Charge on the time and place for the inspection of testing of any materials or plant as provided in the contract. The Engineer-in-Charge shall give the contractor not less than 24 hours' notice of his intention to carry out the inspection or to attend the tests. If the Engineer-in-Charge, or his duly authorized representative does not attend on the date agreed, the contractor may unless otherwise instructed by the Engineer-in-Charge proceed with the tests, which shall be deemed to have been made in the presence of the Engineer-in-Charge.

**(d) Rejection**

If at the time and place agreed in accordance with the sub clause 6.5.4.C, the materials or plant are not ready for inspection or testing or if as a result of inspection or testing referred to in this clause the Engineer-in-Charge determines that the materials or plant are defective or otherwise not in accordance with the contract he may reject the materials or plant and shall notify the contractor thereof immediately. The notice shall state the Engineer-in-Charges objection with reasons. The contractor shall then promptly make good the defect or ensure that rejected materials or plant comply with the contract.

**6.5.5 Examination of work before covering up**

No part of the works shall be covered up or put out of view, without the prior approval of the Engineer-in-Charge and the contractor shall afford full opportunity for the Engineer-in-Charge to examine and measure any such part of works which is about to be covered up or put out of view and to examine before any part of the works is placed thereon. The contractor shall give notice to the Engineer-in-Charge whenever any such part of the works is ready or about to be ready for examination and the Engineer-in-Charge shall unless he considers it is unnecessary to examine such part of the works.

**6.6 SUSPENSION OF WORK**

**6.6.1** The contractor shall on the instructions of Engineer-in-charge suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary and shall, during such suspension properly protect and secure the works or such part thereof so far as is necessary in the opinion of the Engineer-in-Charge. Unless such suspension is:

- (a) otherwise provided for in the contract or
- (b) necessary by reason of some default of or breach of contract by the contractor for which he is responsible or
- (c) Necessary for the proper execution of the works or for the safety of the works or any part thereof save to the extent that such necessity arises from any act or default by the Engineer-in-Charge or the Owner or from any of the risks defined in sub clause 6.4.12; sub clause 6.6.2 shall apply.

**6.6.2 Engineer-in-Charge's Determination Following Suspension**

Where, pursuant of sub clause 6.6.1 this sub clause applies that the Engineer-in-Charge shall determine any extension of time for which the contractor is entitled under the

contract, determine any extension of time for which the contractor is entitled under sub clause 6.7.4

### **6.6.3 Suspension lasting more than 90 days**

If the progress of the works or any part thereof is suspended on the instructions of the Engineer-in-Charge and if permission to resume work is not given by the Engineer-in-Charge within a period of 90 days from the date of suspension then unless such suspension is within paragraph (a), (b) or (c) of sub clause 6.6, the contractor may give notice to the Engineer-in-Charge requiring permission within 30 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended, if within the said time, such permission is not granted, the contractor may, but is not bound to, treat the suspension where it effects part only of the works as an omission of such part under clause 6.10.0 by giving a further notice to the Engineer-in-Charge to that effect or where it effect the whole of the works treat the suspension as an event of default by the Owner and terminate his employment under the contract in accordance with the provisions of sub clause 6.21.1 whereupon the provisions of sub clause 6.21.2 and 6.21.3 shall apply.

## **6.7 COMMENCEMENT AND DELAYS**

### **6.7.1 Commencement of works**

The contractor shall commence the works within the period specified in the tender after the receipt by him of an order in writing to this effect from the Engineer-in-Charge and shall proceed with the works due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer-in-Charge or be wholly beyond the contractor's control.

### **6.7.2 Possession of site**

The Engineer-in-Charge will issue a written order to commence the works, give to the contractor possession of so much of the site as may be required to enable the contractor to commence and proceed with the construction of the works in accordance with the program if any, and otherwise in accordance with such reasonable proposals, of the contractor as he shall by giving notice in writing to the Engineer-in-Charge. The Engineer-in-Charge will, from time to time, as the works proceed, give to the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with the execution of the works, in accordance with the said program or proposals as the



case may be.

If the contractor suffers from failure on the part of the Owner to give possession in accordance with the terms of this clause, the Engineer-in-Charge shall on the request of the contractor grant an extension of time for the completion of the works.

### **6.7.3 Time for completion**

The whole of the works and, if applicable any section required to be completed within a particular time as stated in the bid shall be completed in accordance with the provision specified in section 12 within the time stated for completion of the whole of the works or the section calculated from the commencement date or such extended time as may be allowed under sub clause 6.7.4.

### **6.7.4 Extension of time for completion in the event of**

- (a) The amount or nature of extra or additional work or
- (b) Any cause of delay referred to in these conditions or
- (c) Exceptionally adverse climatic condition or
- (d) Any delay impediment or prevention by the Owner or
- (e) Other special circumstances which may occur other than through a default of or breach of contract by the contractor or for which he is responsible.

Being such as fairly to entitle the contractor to extension of time without levy of compensation for completion of the works or any section or part thereof the Engineer-in-Charge shall determine the period of such extension and shall notify the contractor in writing accordingly.

Provided further that the Engineer-in-Charge is not bound to make any determination unless the contractor has

- (a) Within 28 days after such event has arisen notified the Engineer-in-Charge and
- (b) Within 28 days or such other reasonable time as may be agreed by the Engineer-in-Charge after such notification submitted to the Engineer-in-Charge detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

### **6.7.5 Interim Determination of Extension**

Provided also that where an event has a continuing effect such that it is not practicable

for the contractor to submit detailed particulars within the period of 28 days referred to in sub clause 6.7.4 he shall nevertheless be entitled to an extension of time provided that he has submitted to the Engineer-in-Charge interim particulars at intervals of not more than 28 days and final particulars within 28 days of the end of the effect resulting from the event. On receipt of such interim particular, the Engineer-in-Charge shall without undue delay make an interim determination of extension of time and on receipt of final particulars of the Engineer-in-Charge shall review all the circumstances and shall determine an overall extension of time in regard to the event, in both such cases the Engineer-in-Charge shall make his determination and shall notify the contractor of the determination.

#### **6.7.6 Restriction of working hours**

Subject to any provisions contrary to that contained in the contract, none of the works shall save as hereinafter provided be carried on during the night or on Locally recognized days of rest without the prior consent of the Engineer-in-Charge except when work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the works in which case the contractor shall immediately advise the Engineer-in-Charge provided that the provisions of this sub clause shall not be applicable in the case of any work which is customary to carry out by multiple shifts.

#### **6.7.7 Rate of Progress**

If for any reason, which does not entitle the contractor to an extension of time, the rate of progress of the works or any section, is at any time in the opinion of the Engineer-in-Charge too slow to comply with the time for completion, the Engineer-in-Charge shall so notify the contractor who shall thereupon take such steps as are necessary subject to the consent of Engineer-in-Charge to expedite progress so as to comply with the time for completion. The contractor shall not be entitled to any additional payment for the taking such steps. If as a result of any notice given by the Engineer-in-Charge under this sub clause the contractor considers that it is necessary to do any work at night or on locally recognized days of rest he shall be entitled to seek the consent of the Engineer-in-Charge to do so. Provided that if any steps, taken by the contractor in meeting his obligation under this clause, involves the Owner additional supervision costs shall after due, consultation with the contractor by the Owner, may be deducted by the Owners from any money due or to become due to contractor by the Engineer-in-Charge. The Engineer-in-Charge shall notify the contractor accordingly.

#### **6.7.8 Liquidated Damages for Non-Performance of the Equipment**

The guaranteed loss at rated voltage for each equipment shall be corrected in accordance with IS2026, Part-I for the purpose of comparison of guaranteed losses with measured losses for levy of liquidated damages. However, the equipment (i.e. Power Transformer/Distribution Transformer in Packaged Substation) under no circumstances shall be accepted if the measured losses are more than +15 percent of the guaranteed losses at rated voltage, specified in Form-XII (Guarantees, Liquidated Damages for Non – Performance) to the Contract Agreement.

In case of Distribution Transformer in Packaged Substation, the equipment under no circumstances shall be accepted if the total losses exceed the max. limit specified in Technical Specifications.

The deviation of functionality for Ring Main unit with reference to rated busbar current rating, operation of relays, breaker, LBS, fault indicator shall not be accepted in any case and LD shall be applicable in case the contractor fails to fulfill the GTP conditions.

MV & LV cables will be rejected with reference to non-performance and LD shall be applicable in case the contractor fails to fulfill the GTP conditions.

#### **6.7.9 Liquidated Damages for Delay**

If the Contractor fails to comply with the Time for Completion in accordance with Clause 12.1 for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor shall pay to the Employer a sum equivalent to half percent (0.5%) of the Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the Contract, for each week or part thereof which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of five percent (5%) of Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed). The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

No bonus will be given for earlier Completion of the Facilities or part thereof.

**6.7.10 Taking over /Completion Certificate**

When the whole work has been substantially completed and have satisfactorily passed any tests on completion prescribed by the contract, the contractor may give a notice to that effect to the Engineer-in-Charge, accompanied by a written undertaking stating the remaining of the works to be completed within the specified time. Such notice and undertaking shall be deemed to be a request by the contractor for the Engineer-in-Charge to issue a Taking over Certificate in respect of the completion of whole or part of the works. The Engineer-in-Charge shall within 21 days of the date of delivery of such notice, with a copy to the Owner, issue to the contractor, either a provisional taking over certificate specifying the list of outstanding work ("Punch List") required to be completed along with specified for completion of the same or list specifying all the work which in the Engineer-in-Charge's opinion is required to be done by the contractor before the issue of such certificate. The Engineer-in-Charge shall also notify the contractor of any defects in the works affecting substantial completion that may appear after such instructions and before completion of the works specified therein. Otherwise, the contractor shall be entitled to receive such taking over Certificate within 21 days of completion of whole of works to the satisfaction of the Engineer-in-Charge of the works so specified and remedying any defects so notified.

In the event of the contractor completing the whole of the works, or any section before the stipulated time, the right to take over the same shall lie with the Owner only. Contractor shall have no claim whatsoever on this account.

**6.7.11 Partial Occupation by Owner**

If at any time before the whole of the works have reached practical completion the Owner with intimation to the contractor may take possession of and occupy any part of the same (any such part being hereinafter in the condition referred to as" the relevant part") notwithstanding anything expressed or implied elsewhere in this contract.

**6.7.12 Certificate of Partial Occupation**

Within seven (7) days from the date on which the Owner shall have taken possession of the relevant part, the Engineer-in-Charge shall issue a certificate of Partial Occupation stating the estimated value of the said relevant part and for all the purposes of this clause (but for no other) the value so stated shall be deemed to be the total value of the said relevant part.

## **6.8 DEFECT LIABILITIES**

The expression of defect liability period shall mean the defects liability period to be calculated from the date of issuance of Taking over Certificate on completion of whole of the work and not from the provisional Taking over Certificate/Completion Certificate issued by Engineer-in-Charge in between period i.e, before completion of whole work.

### **6.8.1 Defects Liabilities Period**

The defect liability period will be One year (12 months) from the date of issuance of Taking over Certificate on completion of whole of the work. The contractor is required to maintain the minimum work force at site to execute this work, as determined by the Engineer in charge. **The work force shall also be required for the operation and maintenance of the services during these 12 months.**

### **6.8.2 Completion of balance Work and Remedying Defects**

To the intent the works shall, at or as soon as practicable, after the expiration of defects Liability Period be delivered to the Owner, in the condition required by the contract, fair wear and tear is acceptable, subject to the entire satisfaction of the Engineer-in-Charge, the contractor shall;

- (a) complete the work, if any, outstanding on the date stated in Completion Certificate as soon as practicable after such date, and
- (b) Execute all such work of amendment reconstruction and remedying defects, shrinkages or other faults as the Engineer-in-Charge may during the defects liability period or within 14 days after its expiration as result of an inspection made by or on behalf of the Engineer-in- Charge prior to its expiration, instruct the contractor to execute.

### **6.8.3 Cost of Remedying Defects**

All works referred to in sub clause 6.8.2 (b) shall be executed by the contractor at his own cost if the necessity. Thereof is in the opinion of the Engineer-in-Charge, due to;

- (a) the use of materials, plant or workmanship not in accordance with the contract, or
- (b) where the contractor is responsible for the design of part of the works any fault in such design or
- (c) The neglect, failure on the part of the contractor to comply with any obligation, expressed or implied on the contractor's part under the contract.

### **6.8.4 Contractor's Failure to Carry out Instructions**

In case of default on the part of the contractor in carrying out such instructions within a

reasonable time, the Owner shall be entitled to employ and pay other persons to carry out the same and if such work is in the opinion of the Engineer-in-Charge, the contractor was liable to do at his own cost under the contract, then, all costs consequent thereupon or incidental thereto shall be determined by the Engineer-in-Charge and shall be recoverable from the contractor by the Owner and may be deducted by the Owner from any money due or to become due to the contractor and the Engineer-in-Charge shall notify the contractor accordingly.

### **6.9 Defects due to Shrinkages**

If any defects due to shrinkages or other fault in the works appears at any time prior to the end of the Defect Liabilities Period, the Engineer-in-Charge may instruct the contractor to search under the directions and supervision of the Engineer-in-Charge for the cause thereof. If such defect due to shrinkages or other faults, is one for which the contractor is liable, the cost of the work carried out in searching as aforesaid shall be borne by the contractor and he shall in such case remedy such defect shrinkages or other fault at his own costs in accordance with the provisions of clause 6.8.

## **6.10 ALTERATIONS, ADDITIONS AND OMISSIONS**

### **6.10.1 Variations**

The Engineer-in-Charge shall have power:

- (a) To make alteration in, omissions from, additions to or substitutions from the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and
- (b) To omit a part of the works in case of non-availability of a site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substituted work which the contractor may be directed to do in the manner specified above on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.
- (c) The contractor shall be bound to carry out in accordance any instructions, which may be given to him in writing by the Engineer-in-Charge and such alterations, omission, additions and substitutions shall not invalidate the contract.
- (d) The time for completion of work shall in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, in proportion, which the additional cost of the altered, additional or

substituted work, bears to the original tendered value.

#### **6.10.2 Valuations of Variations**

Rate for such altered, additional or substituted work shall be determined by the Engineer-in-Charge as follows:

(a) If the rate for which altered, additional or substituted item or work is specified in the bill of quantities, the contractor shall carry out the altered, additional or substituted items at the same rate. In the case of composite tenders when two or more bills of quantities may form part of the contract the applicable rate shall be taken from the bill of quantities of that particular part in which the deviation is involved, failing that at lowest applicable rate for the same item of work in the other bill of quantities.

(b) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub paras (a) & (b) above, the contractor shall within 15 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed and the Engineer-in-Charge shall within three months thereafter, after giving due consideration to the rates claimed by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim the rate for such item shall be determined by the Engineer-in-Charge on the basis of special condition of contract.

#### **6.10.3 Extent of Variations**

(a) Quoted rates for all items shall be firm, fixed and binding on the contractor irrespective of any variations (on plus or minus side) of quantities of individual items stated in Bill of Quantities.

### **6.11 PROCEDURE FOR CLAIMS**

#### **6.11.1 Notice to claims**

Notwithstanding any other provision of the contract, if the contractor intends to claim any additional payment pursuant to any clause of these conditions or otherwise he shall give notice of his intention to the Engineer-in-Charge, within 14 days after the event giving rise to the claim has first arisen.

#### **6.11.2 Contemporary Records**

Upon the happening of the event referred to in sub clause 6.11.1, the contractor shall keep such contemporary records as may reasonably be necessary to support any claim

he may subsequently wish to make. Without necessary admitting the Owner's liability, the Engineer-in-Charge shall on receipt of a notice under sub clause 6.11.1, inspect such contemporary records and may instruct the contractor to keep any further contemporary records as are reasonable and may be material to the claims of which notice has been given. The contractor shall permit the Engineer-in-charge to inspect all the records kept pursuant to this sub clause and shall supply him with copies thereof as and when the Engineer-in-Charge so instructs.

#### **6.11.3 Substantiation of Claims**

Within 14 days, or such other reasonable time as may be agreed to by the Engineer-in-Charge of giving notice under sub clause 6.11.1, the contractor shall send to the Engineer-in-Charge an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the contractor shall, at such intervals as the Engineer-in-Charge may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Engineer-in-Charge, the contractor shall send a final account within 14 days of the end of the effect resulting from the event. The contractor shall, if required by the Engineer-in-Charge to do so, send copy of all accounts to the Engineer-in-Charge pursuant to this sub clause.

#### **6.11.4 Failure to Comply**

If the contractor fails to comply with any of the provisions of this clause in respect of any claim which he seeks to make, his entitlement to payment in respect thereof shall not exceed such amount as the Engineer-in-Charge or any arbitrators appointed pursuant to sub clause 6.19.3 assessing the claims, considers to be verified by the contemporary records (whether or not such records were brought to the Engineer-in-Charge's notice)

#### **6.11.5 Payments of claims**

The contractor shall be entitled to have included in any interim payment certified by the Engineer-in-charge pursuant to clause 6.15.0 such amount in respect of any claim as the Engineer-in-charge, may consider due to the contractor provided that the contractor has supplied sufficient particulars to enable the Engineer-in-Charge to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Engineer-in-Charge. The Engineer-



in-Charge shall notify the contractor of any determination made under this sub clause.

## **6.12 CONTRACTOR'S EQUIPMENTS, TEMPORARY WORKS AND MATERIALS**

### **6.12.1 Contractor's equipment, Temporary Works and Materials use for the Works**

All contractor's equipment, temporary works and materials provided by the contractor shall, when brought on to the site, be needed to be exclusively indented for the execution of the works and the contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the site to another, without the consent of the Engineer-in-Charge. Provided that consent shall not be required for vehicles engaged intransporting any staff, labour, contractor's equipment, temporary works, plant or materials to or from the site.

### **6.12.2 Owner Not Liable for Damage**

The Owner shall not at any time be liable, as mentioned in clause 6.4.10 and 6.17.0, for the loss or of damage to any of the said contractor' equipment, temporary works or materials.

## **6.13 MEASUREMENTS**

### **6.13.1 Measurements of work executed**

The contractor shall, without extra charges, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provisions in the relevant Indian Standard Method of Measurement or any general or local custom. In the case of items which are not covered by specifications, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representatives in charge of work before covering up or otherwise placing beyond the reach of measurement. Any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect, the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or the Engineer-in-Charge

consent not being obtained in writing, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the TSECL to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurement or levels.

It is also a term of this contract that recording of measurement of any item of work in the measurement book and/or its payment of the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the Defects Liabilities Period.

#### **6.14 SUB –CONTRACTING**

6.14.1 That the contractor shall not assign or sublet any part of the work to a sub-contractor, without the prior written consent of the Owner. Such written consent/ permission to appoint sub-contractor, however, shall not relieve the contractor from any of his responsibilities, obligations and liabilities under the contract. The contractor shall be responsible for acts, defaults and neglect of all sub-contractors and their agents and workmen. Any permission to sub contract parts of the work shall not relieve the contractor from any of his responsibilities, obligations and Liabilities under this contract Agreement.

That in the event of appointment of a sub-contractor by the contractor without prior consent all in case such appointment of sub-contractor, is not approved by the Owner or there is breach of any other obligations of the contract, the Owner shall have a right to initiate the appropriate proceedings including blacklisting the contractor.

However, the contractor may sub-let the work to the extent of 50% of the total contract value with the prior approval of the Owner. However, the eligibility of the sub-contractor will be assessed on the same eligibility criteria as is prescribed for the main contract on pro-rata basis. Details of Subcontractors to be submitted during bid submission.

##### **6.14.2 Design requirement to be expressly stated**

If in connection with any provisional sum the services to be provided include any matter of design or specification of any part of the works or of any plant to be incorporated

therein, such requirement shall be expressly stated in the contract and shall be included in any nominated sub contract. The nominated sub contract shall specify that the nominated sub-contractor providing such services shall be best of engineering practices without any deviation or compromise in respect of project outcome and indemnify the contractor from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any failure to perform such obligations or to fulfill such liabilities.

## **6.15 CERTIFICATES AND PAYMENT**

### **6.15.1 Monthly Statements**

The contractor shall submit a statement in 3 copies to the Engineer-in- Charge by 7th day of each month for the work executed up to the end of previous month in a tabulated form approved by the Engineer-in-Charge, showing the outstanding amounts in Indian Rupees to which the Contractor Considers himself to be entitled.

### **6.15.2 Monthly Payments**

The said statement shall be approved or amended by the Engineer-in-Charge in such a way that in his opinion, it reflects the amount due to the contractor in accordance with the contract, after deduction, of any sums which may have become due and payable by the contractor to the Owner. In case where there is difference of opinion as to the value of any item the Engineer-in-Charge's view shall prevail. Within the 14<sup>th</sup> day of the month following the receipt of the monthly statement, the Engineer-in-Charge shall determine the outstanding amounts due to the contractor and shall issue to the contractor a certificate called "Interim Payment Certificate" certifying the amount due to the contractor. However, the Engineer-in-Charge may recommend advance payment against on account of bills when there is likely to be delay in authorizing payments for some special reasons which should be recorded.

### **6.15.3 Correction of Certificates**

In any Latest Interim Payment Certificate, the Engineer-in-Charge may make any correction or modifications in any previous interim payment certificate which shall have been issued by him and shall have the authority, if any work is not being carried out to his satisfaction, to omit or reduce the value of such work while determining the outstanding amounts for latest Interim Payment Certificate.

### **6.15.4 Statement at completion**

Not later than 90 days after the issue of the Taking Over Certificate in respect of the whole of the works, the contractor shall submit to the Engineer-in-Charge 3 copies of a statement at completion with supporting documents showing in details, in the form approved by the Engineer-in-Charge:

- (a) The final value of all work done in accordance with the contract up to the date stated in such Taking over Certificate.
- (b) Any further sums which the contractors consider to be due.
- (c) A set of completion drawings of all works executed at site.

#### **6.15.5 Final statement**

Not later than 60 days after the issue of the no defect liability certificate pursuant to sub clause 6.15.10, the contractor shall submit to the Engineer-in-Charge for consideration 3 copies of a draft final statement with supporting documents showing in detail, in the form approved by the Engineer-in-Charge:

- (a) The value of all work done in accordance with the contract, and
- (b) Any further sums which the contractor considers to be due to him under the contract or otherwise.
- (c) A set of detailed completion drawings after incorporating defects so removed by him, of all works executed under the contract.

If the Engineer-in-Charge disagrees with or cannot verify any part of the draft final statement, the contractor shall submit further information as the Engineer-in-Charge may reasonably require and shall make such changes in the draft as may be agreed between them. The contractor shall then prepare and submit to the Engineer-in-Charge the final statement as agreed (for the purpose of these conditions referred to as the 'Final Statement')

If following, discussions between the Engineer-in-Charge and the contractor, and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Engineer-in-Charge shall deliver to the Owner an Interim Payment Certificate of those parts of the draft final statement, if any, which are not in dispute. The dispute may then be settled in accordance with clause 6.19.0. The final statement shall be agreed upon settlement of the dispute.

#### **6.15.6 Discharge**

Upon submission of the final statement, the contractor shall give to the Owner, with a copy to the Engineer-in-Charge, a written discharge confirming that the total of the final statement represents full and final settlement of all money due to the contractor arising

out of or in respect of the contract.

#### **6.15.7 Final Payment Certificate**

Within two months, after the receipt of the final statement, and the written discharge, the Engineer-in-Charge shall issue to the Owner (with a copy to the contractor) a final payment certificate stating;

- (a) The outstanding amount which, in the opinion of the Engineer-in-Charge, is finally due under the contract, and
- (b) After giving credit to the Owner for all amounts previously, paid by the Owner and for all sums to which the Owner is entitled under the contract other than under sub clause 6.7.8 the balance, if any, due from the Owner to the contractor or from the contractor to the Owner as the case may be.

#### **6.15.8 Cessation of Owner's Liability**

The Owner shall not be liable to the contractor for any matter or thing arising out of or in connection with the contract or execution of the works, unless the contractor shall have included a claim in respect thereof in his final statement.

#### **6.15.9 Time for payment**

The amount due to the contractor under any interim payment certificate issued by the Engineer-in-Charge pursuant to this clause, or to any other terms of the contract, shall, subject to clause 6.7.8, be paid by the Owner to the contractor, within 28 days after such interim payment certificate has been delivered to the Owner, or, in the case of the final payment certificate, within 60 days, after such final payment certificate has been delivered to the Owner. The provisions of this sub clause are without prejudice to the contractor's entitlement under clause 6.21

#### **6.15.10 Defects Liability Period Completion Certificate**

The contract shall not be considered as completed until a Defects Liability Period completion certificate shall have been signed by the Engineer-in-Charge and delivered to the Owner with a copy to the contractor, stating the date on which the contractor shall have completed his obligations to execute and complete the works and remedy any defects therein to the entire satisfaction of the Engineer-in-Charge.

The defects Liabilities certificate shall be given by the Engineer-in-Charge within 28 days after the expiration of the Defect Liabilities Period, or, if different defect liability period shall become applicable to different sections of parts of the works, the expiration of the latest such period.

#### **6.15.11 Unfulfilled Obligations**

Notwithstanding the issue of Defect Liability Period Completion Certificate the contractor and the Owner shall remain liable for the fulfillment of any obligation incurred under the provisions of the contract prior to the issue of the Defect Liability Period Completion Certificate which remains unperformed at the time such defects Liability Certificate is issued and for the purpose of determining the nature and extent of any such obligation, the contract shall be deemed to remain in force between the parties to the contract.

## **6.16 REMEDIES**

### **6.16.1 Default of contractor**

If the contractor is deemed by law unable to pay his debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with, or assignment in favour of his creditors or agrees to carry out the contract under a committee of inspection of his creditors, or if a receiver administrator, trustee or liquidator is appointed over any substantial part of his assets, or if under any law or regulation relating to reorganization arrangement or readjustment of debts, proceedings are commenced against the contractor or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the assets of the contractor, or if any act is done or event occurs with respect to the contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, or has an execution levied on his goods, or if the, Engineer-in-charge certifies that in his opinion, the Contractor

- (a) Has repudiated the contract, or
- (b) Without reasonable excuse has failed
  - i. To commence the works in accordance with sub clause 6.7.1 or
  - ii. To proceed with the works, or any section thereof, within 28 days after, receiving notice pursuant to sub clause 6.7.7 or
    - (c) Has failed to comply with a notice issued pursuant to sub clause 6.5.7 or an instruction issued for removal of improper work, materials or plant within 28 days after having received it, or
    - (d) Despite of previous warning from the Engineer-in-Charge, in writing, is otherwise persistently or flagrantly neglecting to comply with any obligations under the contract.

Then the Owner may, after giving 14 days' notice, to the contractor, enter upon the site and works and terminate the employment of the contractor without thereby avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contract, or affecting the rights and authorities conferred on the Owner or the Engineer-in-Charge by the contract, and may himself complete the works or may employ any other contractor to complete the work. The Owner or such other contractor may use for such completion so much of the contractor's equipment, Temporary works and materials as he or they may think proper and the Owner may, at any time, sell any of the said contractor's equipment, temporary works and unused plant and materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to contractor from the construction under the contract.

In case the work is left by the contractor in between the contract period, the Owner has full right to forfeit his security deposit/performance guarantee and his all other due payments. The balance work shall be got done at the risk and cost of the contractor.

#### **6.16.2 Valuation at Date of Termination**

The Engineer-in-Charge shall, as soon as may be practicable after any such entry and termination by the Owner fix and determine ex-parte, or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute, and shall certify:

- (a) What amount (if any) had, at the time of such entry and termination, been reasonably earned by or would reasonably accrue to the contractor in respect of the work already done by him under the contract, and
- (b) The value of any of the said unused or partially used materials, any contractor's equipment and any temporary works.
- (c) The valuation of balance works still remains to be executed.

#### **6.16.3 Payment after Termination**

If the Owner terminates the contractor's employment under this clause of remedies, he shall not be liable to pay the contractor any further. amount (including damages) in respect of the contract until the expiration of the Defects Liabilities Period and thereafter until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any) and all other expenses incurred by the Owner have been ascertained and the amount thereof certified by the Engineer-in-charge. The contractor shall then he entitled to receive only such sum (if any) as the Engineer-in-Charge may

certify would have been payable to him upon due completion by him after deducting the said amount.

If Such amount exceeds the sum which would have been payable to the contractor on due completion by him, then the contractor shall, upon demand pay to the Owner the amount of such excess and it shall be deemed a debt due by the contractor to the Owner and shall be recoverable accordingly.

#### **6.16.4 Assignment of Benefit of Agreement**

Unless prohibited by law, the contractor shall, if so instructed by the Engineer-in-Charge within 14 days of such entry and termination referred to in sub clause 6.16.1 assign to the Owner the benefit or any agreement for the supply of any goods or materials or services and/or for the execution of any work for the purpose of the contract, which the contractor may have entered into.

#### **6.16.5 Urgent Remedial Work**

If, by reason of any accident, or failure, or other event occurring to, or in connection with the works, or any part thereof, either during the works, or during the execution of the works, or during the defects liability period, any remedial or other work is, in the opinion of the Engineer-in-Charge, urgently necessary for the safety or progress of the works and the contractor is unable or unwilling at once to do such work, the Owner shall be entitled to, employ and pay other person to carry out such work as the Engineer-in-Charge may consider necessary. If the work or repair so done by the Owner is work which, in the opinion of the Engineer-in-Charge the contractor was liable to do at his own cost under the contract, then all costs consequent thereupon or incidental thereto shall determine the cost and shall be recoverable from the contractor accordingly.

### **6.17 SPECIAL RISKS**

#### **6.17.1 Outbreak of war**

If, during the currency of the contract, there is an outbreak of war, whether war is declared or not, materially affects the execution of the works, the contractor shall unless and until the contract is terminated under the provision of this-clause, continue to use his best endeavors to complete the execution of the works, provided that the Owner shall be entitled, at any time after such outbreak of war, to terminate the contract by giving a notice to the contractor and, upon such notice being given, the contract shall, except as to the rights of the parties under this clause and clause 6.19.0, terminate, but without prejudice to the rights of either party in respect of any antecedent breach thereof.



**6.17.2 Removal of contractor's Equipment on termination**

If the contract is terminated under the provisions of sub clause 6.17.1, the contractor shall with all reasonable dispatch, remove from the site of all equipment of the contractor.

**6.17.3 Payment if contract terminated**

If the contract is terminated as aforesaid, the contractor shall be paid by the Owner insofar as such amounts of items have not already been covered by the payments on account made to the contractor for all works executed prior to the date of termination at the rates and prices provided in the contract and in addition, the following shall also be considered for payment.

- (a) The amount payable in respect of any preliminary items referred to in the bill of quantities, so far as the work or service comprised therein has been carried out or performed, and a proper proportion of any such items which have been partially carried out on performed.
- (b) The costs of materials, plants or goods reasonably ordered for the works which have been delivered to the contractor or of which the contractor is legally liable to accept delivery, such materials, plant or goods becoming the property of the Owner upon such payments made by him.

Provided that against any payment due from the Owner under this sub clause, the Owner shall be entitled to be credited with any outstanding balances due from the contractor for advances in respect of contractor's equipments, materials and plant and other sums which, at the date of termination, were recoverable by the Owner from the contractor under the terms of the contract. Any sums payable under this sub clause shall be determined by the Engineer-in-Charge who shall notify the contractor accordingly.

**6.18 RELEASE FROM PERFORMANCE****Payment in event of Release from Performance.**

If any circumstance, outside the control of both parties, arises after the issue of the letter of acceptance which renders it impossible or unlawful for either party to fulfill his contractual obligations, or under the law governing the contract the parties are released from further performances, then the sum payable by the Owner to the contractor in respect of the work executed shall be the same as that which would have been payable under clause 6.17.0, if the contract had been terminated under the provisions of clause 6.17.0

**6.19 SETTLEMENT OF DISPUTES****6.19.1 Decision of Engineer-in-Charge**

If dispute of any kind whatsoever arises between the Owner and the contractor in connection with, or arising out of the contract or the execution of work, whether during the execution of the works or after their completion and whether before or after repudiation or other termination of the contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the engineer in charge, the matter of dispute shall, in the first place, be referred in writing to the engineer-in-charge, such reference shall state that it is made in pursuant to this clause. Not later than the 90<sup>th</sup> day after the day on which he received such reference, the Engineer-in-Charge shall give his decision to the contractor. Unless the contract has already been repudiated or terminated, the contractor shall, in every case, continue to proceed with the works, with all diligence. The contractor shall give effect forth with to every such decision of the Engineer-in-Charge, unless and until the same shall be revised, as here in after provided in an amicable settlement or an arbitral award.

If the contractor be dissatisfied with any decision of the Engineer-in-Charge or the Engineer-in-Charge fails to give his decision on or before 90<sup>th</sup> day after the day on which he received the reference, then the contractor may, on or before the 60<sup>th</sup> day after the day on which the said period of 90<sup>th</sup> day expired, as the case may be, give notice to the other party, his intensions to commence arbitration as herein provided -as-to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as herein after provided, as to such dispute and, subject to sub clause 6.19.4, no arbitration in respect thereof may be commenced unless such notice is given.

If the Engineer-in-Charge has given his decision as to a matter of dispute to the contractor and no notice of intention to commence arbitration as to such dispute has been given by the contractor to the Owner on or before 60<sup>th</sup> day after the day on which contractor received copy of decision from Engineer-in-Charge, the said decision shall become final and binding upon both the parties.

#### **6.19.2 Amicable Settlement**

Where notice of intention to commence arbitration, as to a dispute, has been given in accordance with sub clause 6.19.1, the parties shall attempt to settle such disputes amicably before the commencement of arbitration. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the 56<sup>th</sup> day, after the day on which notice of intention to commence arbitration of such disputes was given, even, if no attempt at amicable settlement thereof has been made.

### **6.19.3 Arbitration**

Any dispute in respect of which;

- a) The decision, if any, of the Engineer-in-Charge has not become final and binding pursuant to sub clause 6.19.1 and
- b) Amicable settlement has not been reached within the period stated in sub-clause 6.19.2, Shall be finally settled, unless otherwise specified in the contract, by the sole arbitrator in accordance with the provisions of Tripura Arbitration Act.

Neither party shall be limited in the proceedings before such arbitrator to the evidence nor did arguments put before the Engineer-in-charge for the purpose of obtaining his said decision pursuant to sub clause 6.19.1. No such decision shall disqualify the Engineer-in-charge from being called as a witness and giving evidence before the arbitrator on any matter whatsoever relevant to the dispute.

Arbitration may be commenced prior to or after completion of the works provided that the obligations of the Owner and the contractor shall not be altered by reason of the arbitration being conducted during the progress of work.

### **6.19.4 Failure to comply with Engineer-in-Charge decision**

Where neither the Owner nor the contractor has given notice of intention to commence arbitration of a dispute within the period stated in sub clause 6.19.1 and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights, it may have, refer the failure to arbitration in accordance with sub clause 6.19.3. The provision of sub clause 6.19.1 and 6.19.2 shall not apply to any such reference.

### **6.19.5 Appointment of Arbitrator**

In order to resolve the disputes or differences, which remain unresolved, the Owner will offer a panel of minimum 3 names for appointment as sole arbitrator and the contractor will have an option to select one and convey his option to the Owner and sole arbitrator so selected by the contractor will be acceptable to the Owner. However, if work is not completed so far, it will continue during the process and pendency of such arbitration.

## **6.20 NOTICES**

### **6.20.1 Notice to Contractor**

All the certificates, notice or instructions to be given to the contractor by the Owner or the Engineer-in-Charge under terms of the contract shall be sent by post or facsimile

transmission to or left at the contractor's principal place of business or such other address as the contractor shall nominate for that purpose.

#### **6.20.2 Notices to Owner and Engineer-in-Charge**

Any notice to be given to the Owner or to the Engineer-in-Charge under the terms of the contract shall be sent by post or facsimile transmission to or left at the respective address nominated for that.

#### **6.20.3 Change of address**

Either party may change a nominated address to another address in the country where the works are being executed by prior notice to the other party, with a copy to the Engineer-in-Charge and the Engineer-in-Charge may do so by prior notice to both parties.

### **6.21 DEFAULT OF OWNER**

#### **6.21.1 Default of Owner**

In the event of the Owner:

- a) Becoming bankrupt or, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, or
- b) Giving notice to the contractor that for unforeseen reasons due to economic dislocation it is impossible for him to continue to meet his contractual obligations.

The contractor shall be entitled to terminate his employment under the contract by giving notice to the Owner, with a copy to the Engineer-in-Charge. Such termination shall take effect 28 days after the giving of the notice.

#### **6.21.2 Removal of contractor's equipment**

Upon the expiry of the 28 days' notice period referred to in sub clause 6.21.1, the contractor shall, notwithstanding the provisions of sub clause 6.12.1, with all, reasonable dispatch; remove from the site all contractors' equipment brought by him thereon.

#### **6.21.3 Payment on termination**

In the event of such termination, the Owner shall be under the same obligations to the contractor in regard to payment as if the contract has been terminated under the provisions of clause 6.17.0.

#### **6.21.4 Contractors Entitlement to Suspend Work**

Without prejudice to the Contractor's Entitlement to interest under sub clause 6.15.9, and to terminate under sub clause 6.21.1, the contractor may, if the Owner fails to pay the contractor the amount due under any certificate of the Engineer-in-Charge within 28

days after the expiry of the time stated in sub clause 6.15.9, within which payment is to be made, subject to any deduction that the Owner is entitled to make under the contract, after giving 28 days prior notice to the Owner, with a copy to the Engineer-in-Charge, suspend work or reduce the rate of work.

If the contractor suspends work or reduces the rate of work in accordance with the provisions of this sub clause and thereby suffers delay, the Engineer-in-Charge shall, determine any extension of time to which the contractor is entitled under sub clause 6.7.4 and shall notify the contractor accordingly.

#### **6.21.5 Resumption of work**

Where the contractor suspends work or reduces the rate of work, having given notice in accordance with sub clause 6.21.4, and the Owner subsequently pays the amount due, including interest pursuant to sub clause 6.15.9, the contractor's entitlement under the sub clause 6.21.1, shall, if notice of termination has not been given, lapse and the contractor shall resume normal working as soon as is reasonably possible.

### **6.22 CHANGES IN COST AND LEGISLATION/TAXATION**

#### **6.22.1 Increase or Decrease of Taxes**

For the purpose of the Contract, it is agreed that the Contract Price as specified in Contract Price and Terms of Payment of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date seven (07) days prior to the last date of bid submission (hereinafter called "Tax" in this GCC). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract price or deduction therefrom, as the case may be, in accordance with GCC Clause 6.25 (Changes in Laws and Regulations) hereof. However, these adjustments would be restricted to direct transactions between the Owner and the Contractor for which the taxes and duties are reimbursable by the Owner as per the Contract. These adjustments shall not be applicable on procurement of raw materials, intermediary components etc by the Contractor and also not applicable on the bought out items dispatched directly from sub-vendor's works to site.

In respect of raw materials, intermediary components etc and bought out items, neither the Owner nor the Contractor shall be entitled to any claim arising due to increase or decrease in the rate of Tax, introduction of a new Tax or abolition of an existing Tax in the course of the performance of the Contract.

#### **6.22.2 Other changes in Cost**

To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in cost. No increase in the cost of material or any account required for completion of works under the contract shall be paid over and above, as described in the price adjustment section 10.

### **6.23 HEALTH AND SANITARY ARRANGEMENT FOR WORKERS**

#### **6.23.1 General**

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangement for all workers. The contractor shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The contractor shall also provide necessary surface transportation to the place of work and back to the colony, for their personnel accommodated in the labour colony.

#### **6.23.2 Crèche**

The contractor shall at his own cost provide his labour at every work place at which 50 or more women workers are ordinarily employed, two huts for the use of children under the age of 6 years; belonging to such women. One hut shall be used for infant's games, play and the other as bedroom. The huts shall not be constructed on a Lower standard than the following:

- i) Thatched roofs;
- ii) Brick floor and walls;
- iii) Planks spread over the brick floor and covered with matting; arrangements for heating during winter months;
- iv) Suitable nos. of toilets, baths and arrangements for drinking water.

The huts shall be provided with suitable and sufficient opening for light and ventilation.

There shall be adequate provision of sweepers to keep the places clean.

There shall be two attendants at any time including during the extended working hours. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to only children, their attendants and mothers of the children.

Where the number of women workers is more than 25 and less than 50, the contractor shall provide at least one hut and one attendant to look after the children of women workers. The size of crèche shall vary according to the number of women workers. The same be properly maintained and toys etc. shall be provided. The arrangement has to be approved by the Engineer-in-Charge.

## **6.24 SAFETY CODE**

### **6.24.1 General**

Contractor shall adhere to the safe construction practice and guard against hazardous and unsafe working conditions and shall comply with Owner's safety rules as set forth herein.

### **6.24.2 Safety Regulation**

- (a) In respect of all labour, directly or indirectly employed in the work for the performance of contractor's part of this agreement, the contractor shall at his own expenses arrange for all the safety provisions as per safety code of Indian Standards Institution, the Electricity Act and such other acts as applicable.
- (b) The contractor shall observe and abide by all fire and safety regulations.

### **6.24.3 First Aid**

- (a) Contractor shall maintain adequate first aid facilities for its employees and labour, an MBBS doctor with assisting nurses and helpers should be available throughout the pendency of the contract.
- (b) Contractor shall make outside arrangements for Ambulance service and for the treatment of injuries. Names of those providing these services shall be furnished to the Owner and their telephone numbers shall be prominently posted in contractor's field office.
- (c) All critical industrial injuries shall be reported promptly to the Owner, and a copy of the contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Owner.

### **6.24.4 Contractor's Barricades and lighting Arrangement**

Contractor shall erect and maintain barricades required in connection with his operations

to guard the excavations and Hoisting Areas. These should be properly lighted during the night.

#### **6.24.5 Excavation and Trenches**

All trenches 1.2meters or more in depth shall at all times be supplied with at least one ladder for each 50 meters Length or fraction thereof.

Ladder shall be extended from bottom of the trench to at least one meter above the surface of the ground. The sides of the trenches, which are 1.5 meters in depth, shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 meters of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

#### **6.24.6 General Safety**

All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the persons employed on the site and maintained in condition suitable for immediate use, and the contractor shall take adequate steps to ensure proper use of equipment by those concerned. Upon the award of work to the contractor, he will submit to the Engineer-in-Charge, two copies of a construction safety manual to cover onsite safety control for approval and agreement prior to use.

#### **6.24.7 Cares in Handling Inflammable Gas**

The contractor has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable Liquids/paints etc. as required under the law and/ or as advised by the Fire Authorities.

#### **6.24.8 Preservation of Peace**

The contractor shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his workmen and others employed on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the work in the event of the Owner requiring the maintenance of a special police force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the contractor and if paid by the Owner, shall be recoverable from the contractor.

#### **6.24.9 Outbreak of Infectious Disease**

The contractor shall remove from his camp such labour and their families who refuse to



protective inoculation and vaccination when called upon to do so by the Engineer-in-Charge representative. Should Cholera, Plague or other infectious diseases break out, the contractor shall burn the huts, beddings, clothes and other belonging used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer-in-Charge failing which, within the time specified in the Engineer-in-Charge's requisition, the work may be done by the Owner and the cost thereof recovered from the contractor.

#### **6.24.10 Use of intoxicants**

The unauthorized sale of spirits or other intoxicating beverages upon the work in any of the buildings, encampments or tenements owned, occupied, by or within the control of the contractor, is prohibited and the contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

#### **6.25 Change in Laws and Regulations**

If, after the date seven (07) days prior to the date of Bid Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between the Owner and the Contractor and not on procurement of raw materials, intermediary components etc. by the Contractor for which the Owner shall be the sole judge. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

**VOLUME – I: SECTION 7: SPECIAL CONDITIONS OF CONTRACT****7.1 GENERAL**

The price bid submitted by the contractor shall include all duties, taxes etc., and any other taxes that may be levied in accordance with the laws and regulations.

- a) The contractor shall submit the CAR (Contractor All Risks) policy for the awarded value of work and valid for the entire duration of the work including extending period of work, if any. The contractor shall provide to the Owner, copy of insurance policies and documents taken out by him, in pursuance of the contract, immediately after such insurance coverage. If the contractor fails to effect and keep in force insurance, as per the term of contract, the Owner may effect and keep in force such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Owner as aforesaid, from any money due or which may be come due to the contractor, or recover the same as debit due from the contractor.
- b) The contractor shall be responsible for preparing all claims and make good for all damages or Loss by way of repairs and or replacement of portion of any works damaged or lost. The transfer of title shall not in any way relieve the contractor of his responsibility during the period of contract including the defect liability period.
- c) The contractor shall abide by the local laws and regulations governing labour and applicable from time to time. During continuance of the contract the contractor shall abide at all times by all existing labour enactments and rules made their under, regulations notification and byelaws of State and Central Govt. of Local authority and any other labour law (including rules, regulations bylaws that may be passed or notifications that may be issued under any labour in future either by the state or the central govt. or the local authority)
- d) Nothing shall be paid for any loss or damage done due to rains, floods, or any other act of God during the execution period, trial run & defect liability period. The payment shall be made only for material/works acceptable to the Department.

- e) Material purchased in excess shall not be measured and paid for and if not removed from the site within one month after completion of work. Surplus materials is the liability of Contractor.
- f) The contractor shall provide suitable measuring equipment /arrangement at site for checking of various material supplied by him.
- g) In case of duplicity/variations/contradiction of terms and condition in the printed tender documents and special terms and conditions, the terms and conditions mentioned in the special terms and conditions shall prevail.
- h) The Owner reserves the right of modification of layout plans, if found necessary, before actual execution of work even after designing the same, nothing extra shall be payable to the firm for these changes in the layout plan.
- i) Contractual agency shall bear the cost of repairing the damages of other utility services like Roads, water, telecom, road or sewerage during excavation of electrical cable trench. Suitable measures to be adopted during road crossing and cutting of metaled portion of the road including taking prior permission from the concerned department. TSECL will not involve in the coordination with the other utility services although for the sake of the progress of the project they may take initiatives.

## **7.2 PENALTY AND TERMINATION OF THE CONTRACT:**

In the event of contractor's failure to fulfill any of the terms and conditions of this contract, including failure to complete the contract within the stipulated period, the department shall, without prejudice to other remedies available to it, under the law enforced in the State be competent to impose all or any of the following penalties on the contractor in addition to the forfeiture of the security deposit in full or in part as the department may deem fit and terminate the contract after 30 days clear notice to the supplier.

Impose penalty @ 1 % per week of delay subject to the maximum of 10% of the value of the contract.

## **7.3 DEFECTS LIABILITY PERIOD**

In case the contractor fails to remedy the defects to the full satisfaction of the Engineer-in-Charge, the Owner shall be at liberty to forfeit the available security amount and get the defects remedied at the risk and cost of the contractor. The contractor is supposed to

keep required staff prescribed in the bid document during the period of 12 months after completion of capital works i.e. during defects liability period.

#### **7.4 VALIDITY OF BID**

Bid submitted by the bidder shall remain valid for acceptance for a period of 180 days from the date of opening of the financial bid. The tenderers shall not be entitled during the validity of bid, to revoke or cancel bid or vary any term thereof. In case of bidder revoking or canceling his bid or varying any term in regard thereof, the bidder's earnest money deposit shall be forfeited by the Owner.

#### **7.5 TEMPORARY POWER SUPPLY**

Contractor shall obtain temporary power connection from the local body TSECL for the construction purpose. The contractor shall at his own cost make arrangement for temporary distribution of power to the work site. Contractor shall at his own cost remove all the wires, pipes, ballies etc. after completion of work.

#### **7.6 TEMPORARY WATER SUPPLY**

For construction purpose the contractor has to rely on ground/surface water supply. Contractor at his own cost and initiative shall arrange suitable quality of water and its distribution to the work sites for construction, curing and testing purposes. The quality of water for construction purposes must satisfy the provision of relevant codes. Contractor shall remove at his own cost all equipment, pumps etc. after completion of work.

#### **7.7 CONTRACTOR'S OFFICE & STORE**

Any land provided by the Owner to the Contractor within the provisions hereof for labour hutments, stores, temporary offices etc. shall be on temporary basis till completion of works and shall not create any right, title or interest whatsoever in the contract herein or in respect thereof.

The Contractor shall also be responsible for establishing a suitable furnished office accommodation of plinth area not less than 150 Square Meter for the Engineer-in-charge, Supervisory Staff of the Corporation and Consultant / Construction Manager as directed by the Engineer-in-Charge. The contractor shall also be responsible for establishing suitable storage area. The Contractor's storage will be within the site premises. All the incoming and outgoing materials, equipment, tools, tackle and any other items related to said work shall be entered into the register kept for this purpose and shall be in the

custody of Contractor, however Department does not hold any responsibility for any loss or damage of Contractor's material etc.

All loading/unloading, of materials at work-site shall be your responsibility. Involvement of Crane/Hydra/Tractor/Trailer for this type of work shall be in contractor's scope. Adequate weather protection shall be provided by the contractor to keep the materials safe from sun & rain by providing covered storage space as well as using tarpaulins. The contractor at his own shall arrange Water and Electricity Power at his cost.

## 7.8 SITE MEETING

Weekly site meeting, to be attended by representatives of the Engineer-in-charge and the contractor shall be held every Wednesday for progress monitoring and other issues of construction. In the event of Wednesday being a holiday, the meeting will be held on the next working day.

## 7.9 SUBMISSION OF REPORT

Contractor shall submit the following reports, at its expense, during the duration of the Contract. Distribution of all reports shall be in accordance with the Report Distribution Matrix.

### **Daily Manpower and Equipment Reports**

a) Contractor shall prepare and submit to Owner and PMC team, two copies of daily manpower reports indicating the total number of manual personnel by craft and non-manual personnel including those of its Subcontractors working at the Site. These daily reports shall be summarized on a weekly basis and the summary submitted to Owner as well as PMC team.

b) Contractor shall prepare and submit to Owner and PMC team, two copies of the daily equipment reports indicating major Construction Equipment in working order, including that of its Subcontractors utilized for the execution of work at the Site. These daily reports shall be summarized on a bi-weekly basis and the summary submitted to Owner along with PMC team.

**Manpower Reports:** Contractor shall prepare and submit to Owner and PMC team, monthly manpower report by: a) skilled; b) the total numbers of manual personnel; and c) the total number of non-manual personnel at the Site. The report shall be prepared separately for expatriates and local personnel. The monthly manpower report shall be prepared on the basis of the daily manpower reports and plotted against the projected manpower which should include employees of its Subcontractors. Additionally, these

reports are to be projected for the total job duration on a quarterly time scale. Total job is to be progressed and submitted on quarterly time frequency, to the Owner as well as PMC team.

**Monthly Contract Progress Report:** During the duration of the Contract, Contractor shall submit to Owner and PMC team, the Monthly Contract Progress Report in duplicate. Such report shall include the following:

- a) A narrative summary of the Contract history to date, including description of progress achieved, list of significant milestone events accomplished and related dates.
- b) Narrative description of major near-term events scheduled and their impact on the Contract.
- c) A marked-up submittal of the latest issue of each construction drawing applicable to the works; and on each drawing the following information will be delineated graphically by marking or shading and listed numerically in the upper right hand corner, for each unique work operation covered by the Drawing:
  - The total quantity of work
  - The total quantity of work performed to date
  - The total quantity of work performed during the month.
- d) A typed Quantity Report which summarizes the amounts of contract quantities per drawing and in total on the basis of work completed for the month, to date and total estimated for the Contract reported for each commodity specified in the Extent of Works. The Quantities to be reported and the method of measurement of quantities are defined under “Measurement of and Payment for the Works.”
- e) Photographs of progress of the work with soft copies in digital format.

**Quarterly Cash Flow Report:** Contractor’s detailed cash flow report shall be updated quarterly and submitted to Owner & PMC Team for overall project financial planning. The report shall be based on Contractor’s projected cash flow for the works to be completed and shall be consistent with “Measurement of and Payment for the Works.”

**Quantity Summary Report:** Contractor shall prepare and submit to Owner and PMC Team quantity summary report route wise.

**Final Contract Report:**

- i) Contractor shall submit a final Contract report with detailed cost breakdown to meet the requirements of Owner’s code of accounts. Owner’s code of accounts breakdown will include cost for items such as engineering, plant/Equipment, manual and non-

manual labour including man-hours, and Construction Equipment for the execution of the Works.

ii) Additionally, Contractor shall summarize on monthly and/or quarterly time scale, as determined by Owner.

**Quality Surveillance Report:** Contractor shall prepare and submit a monthly Quality Surveillance Report Implementing Contractor's quality surveillance/audit program to verify that Subcontractors furnishing the Plant/Equipment are meeting the quality requirements stated in the Contract specifications.

#### **7.10 PRIORITISATION REVIEW**

The contractor is required to execute the works as per approved schedule. However, during the period of execution, in case the necessity arises to change the priority of the construction schedule, as per requirement of the Owner, the contractor is bound to follow the changed priority which shall be communicated to the contractor during quarterly review meeting and the contractor shall have no claim whatsoever on this account.

#### **7.11 LIST OF DOCUMENTS TO BE MAINTAINED AT SITE BY THE CONTRACTOR**

- I. Site instruction book
- II. Labour Register
- III. Hindrance Register
- IV. Material register (Materials Account Statement)
- V. Stock Register
- VI. Material Testing Register
- VII. Cable Register
- VIII. HDPE Pipe Registrar
- IX. Cement Register
- X. Assets Register
- XI. Daily Works Register
- XII. Measurement Book
- XIII. Daily labour employment register
- XIV. Any other documents required by the Engineer-in-Charge to check quality/ progress of work etc. will be maintained by contractor at site.

**7.12 PLANNING AND REVIEW OF WORKS**

The contractor shall use computer and modern project management software (like Primavera/MSP) for planning, scheduling and review of works, right from the commencement of work till completion. The contractor will employ a qualified planning Engineer experienced in use of Modern methods of planning; scheduling and cost control of projects using computers with the usage of project management software's and should be capable of performing network based analysis.

**7.13 AS BUILT DRAWINGS**

As Built Drawings are to be prepared and submitted by the contractor duly certified by the Engineer-in-Charge after completion of works. The originals, in good quality transparencies, and three (3) copies of all as built drawings shall be supplied to the Engineer-in-Charge progressively as sections of the works gets completed. All Drawings shall be submitted within one month after completion of the respective section.

As Built Drawings shall be of A0 -A4 size -(depending upon type of structure or nature of drawing) unless otherwise approved by the Engineer-in-Charge.

**7.14 ASSOCIATED WORKS/OTHER CONTRACTS ON SITE**

- a) The contractor shall note that other contractors would be carrying out other works within or adjacent to the site during the duration of this contract.
- b) The contractor shall not have exclusive possession of the site but shall have to liaise and co-ordinate with all other contractors and authorities carrying out works on or in the vicinity of the site and shall afford all reasonable opportunity and assistance to other contractors to carry out their works with minimum mutual interference or disruption.
- c) If the performance of any contractor is likely to interfere with the simultaneous execution of another contract, the Engineer-in-Charge shall decide which works shall take precedence, and there shall be no claim whatsoever for any delay, disruption of work or cost arising out of the Engineer-in-Charge's decision.
- d) The contractor shall be deemed to have allowed in his tender of all costs arising from above causes and shall not be entitled to any payment in respect of such causes.
- e) The contractor shall carry out the work in sections as directed by the Engineer-in-Charge and hand over to other contractor in stages for carrying out other works.

**7.15 INTERIM/RUNNING PAYMENT**

All interim running payment shall be treated as on account payments by way of advances



against final payments and not as payments for the work done or be considered as an admission of the due performance of the contract. This shall be adjustable in final bills.

#### **7.16 TAKING OUT OF MATERIAL**

No material, equipment is to be taken out of the project site by the contractor without the approval of the Engineer-in-Charge.

#### **7.17 MATERIAL**

- a) All materials including cement and steel to be arranged by the contractor himself shall conform to relevant ISI specifications, duly ISI marked and as per list of approved manufactures/makers by TSECL, also attached in the NIT.
- b) Contractor will have to supply manufacturer's certificate, certifying that material has been manufactured as per IS specification, duly supported by necessary documentation. Wherever referred, ISI code shall be with its latest amendments.
- c) All material depicted in the NIT shall be inspected as per provision of relevant IS codes for testing of material, at the works of manufacturers, before dispatch to the site by the authorized representative of TSECL.
- d) Necessary certificate from the manufacturer for all the material brought at site shall be supplied with each lot to the Engineer-in-Charge, certifying that this lot of material has been manufactured as per standard of BIS and conform to the relevant IS codes.

#### **7.18 QUALITY CONTROL & QUALITY ASSURANCE**

The Owner reserves the right to engage a full-fledged Construction Manager / Consultant who will act as an Engineer-in-Charge on behalf of the Owner and would be responsible for administration, performance of contract, quality control, day to day monitoring etc. However, the charges of the Construction Manager/ Consultant shall be borne by the Owner.

In case the material mentioned in the Bid documents is not easily available in the market and the contractor intends to use the higher quality / grade of material with the approval of the Engineer-in-Charge, the contractor shall have no claim, what so ever on account of using the same.

#### **7.19 INSPECTION OF MATERIALS & ISSUENCE OF MATERIAL DISPATCH CLEARENCE CERTIFICATE**

General: The Owner, the Owner's Representative and Third Party Inspectors (if deployed by the Owner to assist or otherwise shall be entitled, during manufacture, fabrication and

preparation at any places where work is being carried out, to inspect, examine and test the materials and workmanship, and to check the progress of manufacture, of all Plant / machinery and Materials to be supplied under the Contract. The Contractor shall give them full opportunity to inspect, examine, measure and test any work at the factory, on Site, or wherever else carried out. The Contractor shall give due notice to the Owner's Representative whenever such work is ready, before packaging, covering up or putting out of view. The notice shall be made at least 15days before the equipment / materials is ready for inspection. The Owner's Representative and /or Third Party Inspector (if deployed) shall then either carry out the inspection, examination, measurement or testing without unreasonable delay.

Third Party Inspection: Without limiting the generality of the foregoing, the Owner may engage, Third Party Inspectors or Third Party Inspection Agencies to act as the Owner's Representative or assist for the purposes of quality assurance and quality control testing of the Plant/ machinery, Equipment and Materials to be supplied by the Contractor, and shall notify the Contractor accordingly. The third party inspector or agency, as appropriate, will be authorized to carry out inspections and acceptance tests on behalf of the Owner at all important stages of the Works, including:

- (i) Inspection at the Manufacturer's premises;
- (ii) Inspection at the Site and during execution of the project / Works;
- (iii) Inspection after erection and commissioning of the Plant/ machinery, Equipment and Materials.

After the successful completion of pre-dispatch inspection at manufacturer's place in presence of the authorized representative from TSECL, the contractor shall submit 5(Five) copies of Test Certificates to TSECL for acceptance before issuance of material dispatch clearance certificate (MDCC) of the equipment for dispatch the material at site.

Pre-Dispatch Inspection of equipment/materials shall be conducted at the risk & cost of contractor. The contractor shall also bear to & fro travelling cost, food & lodging charges of the inspecting team.

All the equipment/materials shall be dispatch by the contractor only after issuance of materials inspection clearance certificate (MICC) by inspecting officer / team unless otherwise waived by TSECL during execution of contract in special circumstances. In that case, inspection cost of @ 3% of the value of the materials for which in inspection to be waived will be deducted from the payment.

## 7.20 CLERENCE FROM ELECTRICAL INSPECTOR

The contractor shall be fully responsible for carrying out all co-ordination and liaison work as may be required with Electrical Inspector or any other statutory bodies for implementation of the work. The application on behalf of TSECL for submission to the Electrical Inspector and other statutory bodies along with copies of drawings complete in all respects shall be done by the contractor & approval / certificates taken well ahead of time so that the actual commissioning of equipment is not delayed for want of inspection and approval by the inspector & statutory bodies. The contractor shall arrange the actual inspection work by Electrical Inspector or any other body including payment of official fees paid to electrical inspector / statutory bodies shall be borne by the contractor.

## 7.21 CAPACITY BUIDING

For Middle Management or the person nominated by the engineering in charge for undergoing the training, is considered a vital element for execution of works, so as to achieve results at ground, as designed/ planned. New equipment and or emerging technology need training at every end. The Training course will familiarize personnel with the procedures necessary to operate and maintain complex systems and equipment, often using the system-level O&M manual as a basis of information. The main objective of training is to develop human skill or social infrastructure or business infrastructure within an organization needed to reduce the level of risk and improve its performance. In extended understanding it also includes development of institutional, financial and other resources such as technology at different levels and sections of the society. Building their understanding and knowledge in these areas and enabling the manpower to organize them to respond to this understanding. The contractual agency will devise a 14days training program in two groups for the 4 nominated TSECL Engineers in India based on the following aspects:

- Training on Design Aspects
- Training on the Operation & Maintenance
- Training on the safe handing & laying/ erection of the Material
- Training on the Pre Dispatch Inspection of the Material
- Site Visit on the Completed Work of underground cabling work for better understanding the contract.

## 7.22 LIST OF MAJOR MATERIALS

The lists of major material for this underground cabling project are as follows:

- Aluminium, armoured (E) XLPE MV & LV cable of single/3.5/4 core, refer vol.-II Technical specification.
- Heat shrinkable type straight through joints for MV cables; refer vol.-II technical specification.
- 11kV Ring Main unit, refer vol.-II technical specification.
- 11/0.4kV Packaged Substation with oil type transformer of 500kVA, refer Vol.-II Technical specification
- 11/0.4kV oil type transformer of 100/200/315/500kVA, refer Vol.-II Technical specification
- LV Feeder Pillar with complete switchgears & accessories refer vol.-II technical specification.

**The Packaged Sub-station & Ring main unit shall be SCADA enabled. All the relays offered shall comply with Numerical relay on IEC-60870-5-103 protocol. Meters Offered shall be DLMS Compatible.**

#### **7.23 VEHICLE FOR TSECL/PMC Agency**

The successful bidder shall provide one no. vehicle (Maruti Van / Echo ) to TSECL staff / PMC supervision team for site inspection & supervision of works for entire contract period. Contractor will bear all the cost for Hiring charges, fuel, driver & maintenance etc. of the vehicle.

#### **7.24 RESTORATION OF EXISTING UTILITY WORKS**

The successful bidder shall be responsible for restoration of existing Services like as Water, Gas & Telecom lines etc. and made them in workable conditions. TSECL shall not paid extra cost for any type of restoration works.

#### **7.25 LIST OF APPROVED MAKE FOR MAJOR MATERIALS**

<b>Sl.N o.</b>	<b>Equipment</b>	<b>Makes</b>
1	MV Power Cable	Reputed cable manufacturer
2	Cable termination Kits (heat shrink type)	Raychem / 3M

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3	LV Power Cable & Service cable	Reputed cable manufacturer
7	PACKAGED SUBSTATION	SCHNEIDER/ABB/Siemens
8	RING MAIN UNIT	SCHNEIDER/ABB/ Seimens/C-Sec

All materials must be supplied as per vendor approval policy of TSECL.

## VOLUME – I: SECTION 8: SCOPE OF WORK

### 8.1 Supply, Erection, Testing, commissioning for Underground Cabling of Electrical Network

The objective of the scheme is to convert existing overhead electrical line network into underground cabling network at all the voltage levels of 33 KV, 11kV and LT level including installation of rising mains and 11kV/4kV distribution substations in Agartala City to provide reliable and quality power supply.

The scope of work includes execution on **turn-key basis** to cover but not restricted to the following activities, Services and works: -

- i) The successful bidder shall have to carry out a detailed site survey with DGPS instruments covering the existing Distribution Sub-Station along with overhead Transmission/sub-transmission & distribution line, submission of route alignment, DGPS survey with profile in details indicating road crossing, river, water body, Sewerage pipe line, Water supply pipe line, Gas pipe line and P&T line etc. and Submission of construction drawing of the Existing Electrical System and obtain NOC from various stakeholders. In case bidder assesses any change in cable route which is unavoidable, he shall write to the Department detailing therein the reasons for the proposed changes. TSECL after assessing the proposal shall either approve or reject the same.
- ii) Contractor shall prepare feeder-wise single line diagram of existing gas well as proposed assets being created under the proposed scheme. SLD as well as feeder-wise and consumer wise details of materials consumed shall be prepared by turnkey contractor while seeking payment against executed work. This SLD shall be used by 3-tier Quality Assurance Mechanism inspectors as a referenced document to commence inspection on site.
- iii) The contractor shall submit the work plan to TSECL and to other utilities like PWD, AMC, DWS, and BSNL as the case may be.
- iv) The bidder shall submit GTP and Drawings of equipment/material to the department for taking prior approval for manufacturing and procurement of the materials.
- v) Conduct pre-dispatch inspection and arrange MDCC from the Owner for further delivery of materials to site stores.
- vi) Maintaining site stores, maintaining round the clock security of stores, materials record

- keeping, materials handling in stores and up to working site location.
- vii) The contractor shall commence execution work at site after receiving due approvals from TSECL.
  - viii) Excavation of trenches, laying MV & LV cable in accordance to technical specification including provision of dry sand layer inside Pre-fabricated duct, cable tray orientation to protect cable from damages and ease of O & M, erection of straight through joints.
  - ix) The dismantling of existing overhead network is a separate work and does not come under scope of the contractor under this scheme of undergrounding work.
  - x) Erection of Ring Main Unit, Erection of Distribution Substation, Packaged substation, Feeder Pillars, UG service cable.
  - xi) Erection, testing and commissioning of Street Lighting equipment/material including successfully putting them into satisfactory operation
  - xii) During execution need for replacement of existing poles may arise. The contractor shall inform TSECL in writing regarding replacement of the same.
  - xiii) All civil and structural works including structure foundation earthing, pipes, masonry chamber, trenches etc., as required.
  - xiv) Erection, testing and commissioning of all the equipment/material including successfully putting them into satisfactory operation.
  - xv) Providing engineering data, drawings and O&M manuals for review, approval & records of the Owner.
  - xvi) In addition to the requirements indicated in the section "Technical Specifications" all the requirements as stated in other sections shall also be considered as a part of this specification as if completely bound herewith.
  - xvii) The contractor shall be responsible for providing all material, equipment and services specified or which are otherwise required to fulfill the intent of ensuring operation ability, maintainability and the reliability of the complete work covered under this package.
  - xviii) All services & activities required to be given contractually by the bidder during Defect Liability period.

## **8.2 OPERATION & MAINTENANCE**

Operation and maintenance of electrical services shall start after successful trial run/testing of entire UG Distribution network. The entire UG Distribution network will be operated & maintained for a period of one year i.e. during the defect liability period free of cost in addition to next two

years which is non-chargeable, contractor has to bid accordingly. This defect liability period shall start after the completion of three months of trial run. Any fault in electrical system will be promptly attended and for any casualty/mortality of plants and equipment, will also be replaced. Failure of contractor to attend any such occurrences within specified period of intimation will attract penalty. Besides, routine & special maintenance of all electrical equipment such as Distribution Substations, Ring Main Units etc. will be carried by the contractor with in the price quoted.

All personnel like Electricians, Qualified Cable jointer, operators etc. required for maintenance will be employed by contractor. Maintenance will also include all material & consumables required for special & periodic maintenance & day to day operation.

The contractor shall submit and get approved from the Engineer-in-charge the maintenance schedule before the completion of the work i.e. much before the start of the trial run so that the same can be monitored during this period of 3 years.

After expiration of O & M tenure, contractor will hand over all the details information/ present condition of UG Distribution Network to the Owner as per the maintenance schedule.

### **8.3 SCOPE OF WORK**

#### **8.2.1 Operation & Maintenance of UG Distribution Network**

- The contractor shall be responsible for un-planned/emergency outages as well as planned maintenance which includes but is not limited to:
- The Contractor shall maintain the UG cable network, PSS, RMU & Distribution Substation for three years. First year of operation & maintenance and one-year Defect Liability Period will be cumulatively counted & no charges for operation-maintenance will be applicable during this one year. After completion of this one year, O&M work will be chargeable for next two years as per contract.
- The Contractor shall provide list of all tools and tackles which will be required for proper operation and maintenance of station for one year. He shall include the cost of these in his offer and shall hand over the plant in good working conditions after expiry of operation and maintenance period. If any tool, other than those specified by Contractor is required during the O& M period the same shall be supplied free of cost.
- All metallurgical scrap of used spares will be handed over to the TSECL as and when the spares are replaced.
- All routine preventive maintenance including break down repairs are to be carried out by Contractor as per manufactures recommendations.



- The contractor is required to take appropriate action for minimizing disruption to traffic in the event of carry out some major breakdown/ faults affecting the safety and use of the roads by providing a rapid and effective response and maintaining liaison with emergency services of the competent authority
- The Contractor's responsibility for repairing metaled portion of the road during maintenance and shall include prompt removal of debris or any other obstruction, which may endanger or interrupt the smooth flow of traffic and provision of medical first aid to victims of the accidents or other incidents.
- Upkeep of UG cable as well as RMUs/ PSS/ DSS, in good shape and condition by quality maintenance procedures.
- Any special repairs due to damages during heavy rain, as per the instructions received from engineer in-charge, shall also be part of contractor' scope of work.

### **8.2.2 OPERATION AND MAINTENANCE REQUIREMENTS**

- A. The basic objectives of maintenance function are to maintain and operate the electrical network in a manner such that
- i) Less prone to faults in normal operation, less restoration time during heavy rain (Monsoon) as well as in regular period, convenience and safety to electrical properties as well as human life;
  - ii) The investment in electrical distribution network is preserved;
  - iii) The aesthetics and compatibility of the network with the environment is preserved;
  - iv) The necessary expenditure of resources is accomplished with continuing emphasis on economy.
- B. The Contractor shall take appropriate measures to minimize traffic disruption on the roads where maintenance works is underway.
- C. During maintenance Period, the Contractor shall ensure that:
- i) Adverse effects on the environment and to the owners and occupiers of property adjoining the roads under maintenance are minimized;
  - ii) A complaint register to record grievances of any user of the city in relation to the operations and maintenance of the UG networks is duly maintained;
  - iii) All materials used in the maintenance, repair and replacement of any component pertaining to the UG Distribution Network shall meet the specification.
  - iv) The personnel assigned by the Contractor have the requisite qualifications and experience and are given the necessary training to meet the O & M Requirement.

v) After attending the complaint, the maintenance team shall submit the Root Cause of the Faults and Measures taken and submit this RCF&M report to the department.

D. Operation and Maintenance Manual and O& M Plans.

The Contractor shall finalize in consultation with the engineer in-charge:

1. The O&M Manual for the Project
2. The O&M Plan for the respective year of operations

**1. O& M Manual**

A. The O&M Manual prepared by the Contractor in consultation with the engineer in-charge shall set out the operations and maintenance standards and details of the operations and maintenance activities to be undertaken during the Operations Period; so that the Project Facilities shall at all, times conform to the Project Requirements.

- The O&M Manual shall have separate sections for operations and maintenance.
- The O&M Manual shall include without limitation the following aspects:
  - ✓ Organization structure with responsibilities of key personnel;
  - ✓ Safety Management Program including the Emergency Response Protocol;
  - ✓ Inspection Procedures;
  - ✓ Maintenance Standards
  - ✓ Maintenance Program;
  - ✓ Management information system;
  - ✓ Report Formats.

**2. MISCELLANEOUS**

- A. Maintenance of Earth Pits: Routine maintenance of the pits shall include checking to see if any debris or garbage has accumulated.
- B. The Contractor shall maintain an inventory of all items comprised in the Project Facilities (the "Inventory"), in a format to be developed in consultation with the engineer in-charge
- C. Throughout the maintenance Period, the Contractor shall keep the Inventory updated to take account of works carried out on and other changes made to the Project Facilities.

**8.2.3 INSPECTION**

I. Frequency: The minimum frequency of inspections of UG Distribution network condition shall be

Sl. No.	Type	Frequency	Special
1.	UG Distribution Network	Monthly	Before & after snowfall starts and

2.	PSS / DSS	Daily	rainy season.
3.	RMU	Daily	
4.	Feeder Pillars	Daily	
5.	Earth Pit	Monthly	

#### 8.2.4 EXECUTION OF MAINTENANCE OPERATIONS

Period of Execution: Two types of maintenance have been defined in the Scope of Works. The period of execution for each is

Sl. No.	Maintenance	Period
1.	Routine	Daily/Monthly including responding the service consumer's complaints as and when necessary
2.	Periodic/ Special repair	As per the requirement defined in O & M Manual approved by engineer-in-charge/ manufacturer of the

#### 8.2.5 SAFETY OF LABOUR & ROAD USER DURING MAINTENANCE

Principles: In the implementation of maintenance operations the road user and personnel involved in the work should not be exposed to hazards. Delay and inconvenience to the traffic should be reduced to the minimum.

The standard signs in good and clear condition should be displayed with proper barricading.

#### 8.2.6 EASE OF EXECUTION

Maintenance operations should at a time be confined to small lengths so that there as minimum inconveniences to the traffic.

#### 8.2.7 ACTIVITIES IN MAINTENANCE SCHEDULE

Contractor shall develop a maintenance schedule as per requirement of the service level standards. It should have provisions to:

- i. Develop and conduct a surveillance program for loose contact/heating of equipment/ improper earthing etc.
- ii. Establish repair procedures for standard services and with provision for continuous training of the team members,
- iii. Procure appropriate machinery, equipment and tools for repair of leaks and replacement of equipment & accessories,
- iv. Allocate suitable transport, tools and equipment to each maintenance team,
- v. Establish time, labour and material requirement and output expected, time required and other

- standards for each maintenance task, and
- vi. Arrange for monitoring the productivity of each team.
- vii. The bidder shall provide RCM (root cause maintenance) report

**A. Preventive Maintenance Schedule**

A preventive maintenance schedule has to be prepared for:

- i. Maintenance of the UG Distribution network with particulars of the tasks to be undertaken, works not completed, works completed etc.
- ii. Servicing of equipment.
- iii. Maintenance of record of tools, materials, labour, and
- iv. Costs required carrying out each task.

**B. Emergency Maintenance Schedule**

Emergency can occur any time. Contractor should be ready with emergency maintenance schedule to carry out the services and repair before a total breakdown.

Maintenance should be carried out in such a way that it does not create emergencies and unscheduled shutdowns. Preventive maintenance is to be done from time to time. The operative staff shall be skilled as per requirement of job.

**C. Execution of Maintenance Operations**

Period of Execution: Three types of maintenance have been defined in the Scope of Works. The period of execution for each is

S. No.	Maintenance	Period
1.	Routine	Daily/Monthly and as and when necessary in response to validated consumer complaint registry
2.	Periodic	As per procedures defined in O & M Manual approved by engineer in-charge / manufacturer
3.	Special Repairs	In emergency / unseen circumstances validated by approval from engineer in-charge

**8.4 SERVICE LEVELS STANDARDS**

- A The output of an efficient operation and maintenance of electrical supply system are:
  - i. To supply power adequate for the smooth and efficient running of all commercial/residential units within the Agartala City.
  - ii. That the power supply should be continuous.
  - iii. That there should be least or no disruption in power supply systems.

- iv. To enhance efficiency of the system by regular performance evaluation of all components of the power supply system.
- v. To generate a program of preventive maintenance to guarantee reliability and continuity by methodical inspection and monitoring practices.
- vi. The service level standards define the following:  
Supply parameters for the power supplied i.e. availability of un-fluctuated 220V supply for 1φ connection and 400V for 3φ commercial consumers.
- vii. Notice of interruption of supply
  - The earliest date and time after which the undertaker reasonably expects that the supply will be interrupted or cut off; and
  - the latest date and time by which the undertaker reasonably expects that the supply will be restored; and
  - if the power is to be cut off for more than four hours, give at least 48 hours' notice before the supply is interrupted or cut off

**B. Grievance Redressal**

- The Contractor shall maintain an office at the site for managing the maintenance activities, receiving and responding to complaints related to maintenance.
- The Contractor shall ensure the deployment/availability of adequate number of trained personnel to respond to complaints and carry out the activities listed above.
- The system shall be based on response time and the complaint of the complainant shall be acknowledged within specified time limit.

<b>MECHANISM USED</b>	<b>TIME OF ACKNOWLEDGEMENT OF COMPLAINT</b>
Phone	2 minutes
Email	15 minutes
Physical	15 minutes

**C. Penalty Criteria to Operation & Maintenance Requirements:**

The contractor pays a monetary penalty as specified below, till the issue is resolved.

Sr No	Asset / Project Deliverables	Non Compliance	Inspection Parameter	Performance Target	Penalty on not meeting the criteria
					Monetary
A	B	C	D	E	F
1	Maintenance of Major Electrical Equipment	Major faults/ Breakdown	Complaint by the Department	100%	Rs.25000/occurrence for a time period of 1 week maximum up to Rs.1,00,000
2	Maintenance of Distribution Network	Power supply stopped/ transformer burnt out/voltage	Complaint by Department / Consumer	Immediate application of emergency measures; 100% complaint Redressal within 24	Rs.5000/occurrence for a time period of 1-week maximum Rs. 10,000/occurrence per week beyond

### 8.5 Responsibility of the Contractor:

In the event of accident to any person including employees of department on duty damages to property, injury to cattle or other animals or damage/ injury of any description to any person or things arising out of the execution of the works the Contractor shall be held responsible for and make good the same and shall indemnify the department from all claims or expenses on account thereof and if the department has to pay any money in respect thereof sum so paid and the costs incurred by the Department shall be charged to the Contractor as so much money paid to him on account of his contract and the Contractor shall not be at liberty to dispute or question the right of the Department to make such payment for him or on his account notwithstanding the same may have been made without his consent or authority and decision or determination in law or otherwise to the contrary notwithstanding.

The contractor has to set up site office with facility of e-mail and telephone connection so that the physical complaint as well as the complaint lodges at respective ESDs, can be intimated to the O&M Team without any delay. Immediately after attending the complaint, O&M team shall communicate Department via e-mail regarding elimination of faults & restoration of line. with reference to the complaint nos. so that the monitoring of in time response to the fault or violation, can be monitored by the department.

NOTE: At least One of the skilled staff employed should possess 1<sup>st</sup> class competence certificate issued by the Electrical Inspector.

### 8.6 Attendance Register

The skilled staff / personnel like, Electrician 1<sup>st</sup> Class, Cable Jointer 1<sup>st</sup> Class, helper, shall be available 24<sup>th</sup> Hours shift.

### 8.7 Order Book

An order book will be kept by the Sr. Manager / Manager in-Charge at the site of the works, orders entered in this book by the Engineer, Sr. Manager-in-charge or junior Engineer shall be held to have been formally communicated to the Contractor. The Junior Engineer will sign each order as it is entered and will hand over the duplicate to the Contractor or his agent, who shall sign the original in acknowledgment of having received the order.

### 8.8 Payments for O & M Charges

The due payments for the work allotted shall be payable as below: -

- (a) The bidder shall quote the rates on year to year basis. Payment may be claimed on monthly basis.
- (b) A deduction equal of 5% of the amount payable shall be made from all running account bills and final bill of the Contractor as security deposit which shall be refunded three months after the date of completion of the contract. Other statutory deductions of Income Tax, GST etc. shall also be made as per rules.

### 8.9 Safety Precautions

Adequate safety precautions against fire, flooding lightening, electrical shocks accident due to moving / non-moving heavy equipment shall be strictly observed by the Contractor at his own cost. Suitable safety measures like boots, gloves, insulated tools, alarms etc. shall be provided by the Contractor except those provided by the department. Necessary medical first aid kit shall be made available all the time. In absence of observations of above safety precautions, the Contractor shall be responsible for any unforeseen loss of the equipment or persons dealing with it.

In case the Distribution Transformer inside the PSS or any other component like breakers, meters etc. is burnt or damaged due to negligence of the Contractor or due to faulty operation it shall be sole responsibility of the Contractor to get it rewound/ replaced/ repaired, as per standards of the equipment/component, free of cost.

**VOLUME – I: SECTION 9: PAYMENT TERMS**

The payments shall be made on itemwise basis only as indicated in Price Schedule i.e. the Contractor is eligible for payment in respect of item of work.

The payment to the Contractor under the contract will be made by the Owner in line with Section 6 GCC, Vol.-I and as per the guidelines and conditions specified hereunder.

All progressive payments shall be released on certification of validity of Bank Guarantees against Initial Advance & Contract Performance Guarantees.

The detailed payments conditions are allocated as under:

**9.1 Secured Advances:**

- (1) Secured advances on the security of following major materials brought to site may be made to the contractor for items, which are to be used on the work.
  - a) Power Cable,
  - b) Ring Main Units,
  - c) Distribution Transformer & Compact Substation
  - d) LV Feeder Pillar & Distribution Boxes
  - e) Prefabricated Cable Duct
- (2) Secured advance up to an amount not exceeding 90% of the value of the materials as per purchase invoice, or an amount not exceeding 70% of the materials element cost shown in price break up.
- (3) Payment of such advances should be made only on the certificate of an officer not below the rank of sub-divisional officer's (Sr. Manager) & authorized representative of Consultant.
  - (a) The quantity of materials for which the advances are made have actually been brought to site.
  - (b) Full quantities of the materials, for which advances is to be made, are required by the contractor for use on items of work for which rates for finished work have been agreed upon.
  - (c) The quantity of materials is as per the specifications.
- (4) Recoveries of advances so made should not be postponed until the whole of the work entrusted to the contractor is completed. They should be made from his bills for work done as the materials are used, the necessary deductions being made whenever the items of work in which they are used are billed for.



(5) The other issues related to secured advance, which have not been mention in above clause 9.1, sub clause- 1 to 4, will be deal as per CPWD manuals.

**9.2** The payment for materials to be procured and duly erected. Regular payment to be made against R.A Bill will be submitted only after completion of all the specified activities complete for each occasion & the work for the next stage is kept continued. The minimum value for R.A. bills should not be less than Fivecrores.

1. 80% of the bills will be processed and paid after completion of all the procedure of bills.
2. The final bill will be checked at sub division, Division, Circle and forwarded to corporate office for passing and payment as per DOP.
3. The contractor has to submit total material account along with final quantities of work executed for each item. Location wise inventory of all the material used is to be submitted in detail. It is mandatory to submit copy of electrical inspector inspection report before charging. All required documents including EPF should be produced by the contractor along with every bill submitted for passing the payment.
4. 10% payment shall be made after the work is completed and the line is handed over and accepted by the Engineer – in- Charge in all respects subject to furnishing of performance guarantee of equivalent amount for the guarantee period.
5. The order value is based on the quantity, unit rates and values quoted and shall be subject adjustment based on actual quantities executed and certified by the Engineer – in – Charge.
6. Payment of the actual material used and work done will be paid to you on above basis. The bill shall be recorded by concern Sr. Manager / Site Engineer and shall be scrutinized at Division and Circle level and payment shall be made by concern circle office.
7. 10% payment will be released after the successful completion of Defect Liability period.

**VOLUME – I: SECTION 10: PRICE ADJUSTMENT**

The prices for execution of the entire works covered under the scope of this Specification shall be quoted by the Bidder in the manner specified, in the SBD. The Ex-works price component, less advance will be subject to price adjustment, only for equipment/materials/items of work specifically stated under 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 below, Erection Charges, Charges for 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.

**10.1 Cables**

The price adjustment on the Ex-works price component, less advance, of Cables shall be as follows:

$dP = P0 \times \{0.85 + 0.15 \times (A1/A0)\} - P0 + (M1 - M0)$ , Where,

dP = Price Adjustment amount per kilometer of cable, P0 = Ex- works price per kilometer of cable (Quoted Price) A = Price Index for PVC / XLPE as published by IEEMA,

M1-M0 = Change in metal component of the ex-works price of particular type and size of cable,

M = (Weight in MT of metal per kilometer of cable) x (published price index of metals per MT as published by IEEMA). The bidder has to specify in his bid the metal component per km for each type and size of cable.

10.2 Price Adjustment for the ex-works price component of the cables will be +15% with no ceiling on the upside within 3months from the commencement of service.

10.3 In the above price adjustment formulae: Subscript '0' refers to indices as on 30 days prior to date of bid opening (referred to as base date indices), Subscript '1' refers to indices as on 60 days prior to date of shipment or date of call of inspection confirming to IEEMA.

10.4 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.

10.5 No price increase shall be allowed beyond the original delivery dates unless specifically stated in the Time Extension letter, if any, issued by the Owner. The Owner 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 Owner 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.

10.6 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.

10.7 If the price adjustment amount works out to be positive, the same is payable to the Contractor by the Owner and if it works out to be negative, the same is to be recovered by the Owner from the Contractor.

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

10.9 Bids shall conform to the price adjustment provisions detailed above. Bids specifying prices for items mentioned at 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.

**VOLUME – I: SECTION 11: INSURANCE REQUIREMENT**

**11.1 Insurances to be taken out by the Contractor:**

In accordance with the provisions of GCC, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurance set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurer and the form of the policies shall be subject to the approval of the Owner, such approval not to be unreasonably withheld. The inability of the insurer to provide insurance cover in the sums and with the deductibles and other conditions set forth below, shall not absolve the Contractor of his risks and liabilities under the provisions of GCC. However, in such a case the Contractor shall be required to furnish to the Owner documentary evidence from the insurer in support of the insurer's inability as aforesaid.

**(a) Transit Insurance Policy:**

Transit Insurance Policy shall be taken where in only inland transit is involved for the movement of Plant and Equipment including mandatory Spares supplied from within India. The policy shall cover movement of Plant and Equipment including mandatory Spares from the manufacturer's work to the project's warehouse at final destination site. Inland Transit Clause (ITC)'A' along with war & Strike Riots & Civil Commotion (SRCC) extension covers shall be taken.

Amount	Deductible Limits	Parties insured	From	To
120% of Ex-work Price of all the Plant and Equipment including mandatory Spares to be supplied from within India including applicable taxes	Nil	Contractor & Owner	Manufacturer's warehouse	Project's warehouse at final destination

If during the execution of Contract, the Owner requests the Contractor to take any other add-on cover(s)/supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/supplementary cover(s) and the charges toward such premium for such add-on cover(s)/supplementary cover(s) shall be reimbursed to the Contractor on submission of documentary evidence of payment to the Insurance company. Therefore, charges toward premium for such add-on cover(s)/supplementary cover(s) are not included in the Contract Price.

The Contractor shall take the policy in the joint names of Owner and the Contractor. The policy shall indicate the Owner as the beneficiary. However, if the Contractor is having an open policy for its line of business, it should obtain an endorsement of the open cover policy from the insurance company indicating that the dis-

atches against this Contract are duly covered under its open policy and include the name of the Owner as jointly insured in the endorsement to the open policy.

**(b) Erection All Risk Policy/Contractor All Risk Policy:**

The policy should cover all physical loss or damage to the facility at site during storage, erection and commissioning covering all the perils as provided in the policy as a basic cover and the add on covers as mentioned below.

Amount	Deductible limits	Parties insured	From	To
100% of erection price component	Nil	Contractor & Owner	Receipt at site of first lot of the Plant and Equipment including mandatory Spares	Up to Operational Acceptance

The Contractor shall take the policy in the joint name of Owner and the Contractor. All these policies shall indicate Owner as the beneficiary. The policy shall be kept valid till the date of the Operational Acceptance

of the project and the period of the coverages shall be determined with the approval of the Owner.

If the work is completed earlier than the period of policy considered, the Contractor shall obtain the refund as per provision of the policy and pass on the benefit to Owner. In case no refund is payable by the insurance company then the certificate to that effect shall be submitted to Owner at the completion of the project.

The following add-on covers shall also be taken by the Contractor:

- i. Earthquake
- ii. Terrorism
- iii. Escalation cost (approximately @10% of sum insured on annual basis)
- iv. Extended Maintenance cover for Defect Liability Period
- v. Design Defect

**(c) Third Party Liability**

The third party liability add-on cover shall cover bodily injury or death suffered by third parties (including the Owner's personnel) and loss of or damage to property (including the Owner's property and any parts of the Facilities which have been accepted by the Owner) occurring in connection with supply and installation of the Facilities.

If during the execution of Contract, the Owner requests the Contractor to take any other add-on cover(s)/supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly

akesuchadd-oncover(s)/supplementarycover(s)andthechargestowardssuchpremiumforsuchadd-oncover(s)/supplementarycover(s)shallbereimbursedtotheContractoronsubmissionofdocumentaryevidenceofpaymenttotheInsurancecompany. Therefore, charges towards premium for such add-on cover(s)/supplementary cover(s) are not included in the Contract Price.

**(d) Automobile Liability Insurance**

The Contractor shall ensure that all the vehicles deployed by the Contractor (whether or not owned by them) in connection with the supply and installation of the Facilities in the project are duly insured as per RTA Act. Further the Contractor may also take comprehensive policy (own damage plus third party liability) of each individual vehicle deployed in the project on their own discretion in their own name to protect their own interest.

**(e) Workmen Compensation Policy:**

(I) Workmen Compensation Policy shall be taken by the Contractor in accordance with the statutory requirement applicable in India. The Contractor shall ensure that all the workmen employed by the Contractor for the project are adequately covered under the policy.

(II) The policy may either be project specific covering all men of the Contractor. The policy shall be kept valid till the date of Operational Acceptance of the project.

Alternatively, if the Contractor has an existing 'Workmen Compensation Policy' for all its employees, the Contractor must include the interest of the Owner for this specific Project in its existing 'Workmen Compensation Policy'.

(III) Without relieving the Contractor of its obligations and responsibilities under this Contract, before commencing work the Contractor shall insure against liability for death or injury to person employed by the Contractor including liability by statute and at common law. The insurance covers shall be maintained until all work including remedial work is completed including the Defect Liability Period. The insurance shall be extended to indemnify the Principal for the Principal's statutory liability to person employed by the Contractor.

**(f) Contractor's Plant and Machinery (CPM) Insurance**

The Owner (including without limitation any consultant, servant, agent or employee of the Owner) shall not in any circumstances be liable to the Contractor for any loss of or damage to any of the Contractor's Equipment or for any losses, liabilities, costs, claims, actions or demands which the Contractor may incur or which may be made against it as a result of or in connection with any such loss or damage.

The Owners shall be named as co-

insured under all insurance policies taken out by the Contractor pursuant to GCC, except for the Third Part

yLiability, Workmen Compensation Policy Insurances shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

**VOLUME – I: SECTION 12: TIME SCHEDULE & SCHEDULE OF WORK**

**12.1 Time Schedule**

The total duration of the project shall be 18 months from the date of commencement of services.

The complete project duration is divided as follows:

<b>Activities</b>	<b>Duration in Months from the Date of Commencement of Services</b>
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<p>The Owner will take over the job as one unit, on completion, testing and commissioning of complete work. The part completion under stages is only to access the progress including quality of work. It will also help to access the defects in running the part of system and non-repetition of same defects in further works:</p>	
<p>Installation of U.G Cable for MV &amp; LV network including Ring Main Unit, Packaged Substation, R &amp; M works for existing Distribution transformer, stability enhancement of existing overhead network and UG service connections in Agartala City.</p>	<p>50% of the major materials to be supplied within 9 months from the date of commencement with at least 40% erection work on total quantity and balance of the materials should be supplied &amp; erected within stipulated time of completion from the date of commencement refer schedule of work 12.1.</p>

The activities under the Contractor's program for Project Completion shall identify the various activities like Detailed DGPS Survey, design, engineering, manufacturing, supply, installation, factory testing, transportation to site, site testing and commissioning, trial operation and Taking Over etc. of the Facilities or specific part thereof (where specific parts are specified in SCC). The network shall conform to the above Project Completion Schedule.

Liquidated damages for delay in successful Completion of the Facilities or specific part thereof (where specific parts are specified in SCC) and Operational Acceptance at rates specified in GCC shall be applicable beyond the date specified above.

The Owner reserves the right to request minor changes in the work schedule at the time of Award of Contract to the successful Bidder.

The successful Bidder shall be required to prepare detailed Network(s) and project implementation plans & programs and finalize the same with the Owner as per the requirement specified in Technical Specifications and scope of works, which shall form a part of the contract.