

GOVERNMENT OF MEGHALAYA  
OFFICE OF THE ADDITIONAL CHIEF ENGINEER, PHE  
ZONE-II GARO HILLS, TIJRA



TURA PHASE-II WATER SUPPLY SCHEME

TENDER DOCUMENT  
FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF I(ONE) NO. OF  
MICRO PROCESSOR BASED SOLID STATE CONTROLLER (MBSC), CHANGE OVER  
PANEL INCLUDING CABLES AND ALL ACCESSORIES COMPLETE FOR TURA  
PHASE-II W/S/S

DECEMBER 2018



**GOVERNMENT OF MEGHALAYA**  
**OFFICE OF THE ADDITIONAL CHIEF ENGINEER (PHE)**  
**ZONE-II, GARO HILLS, TURA**

Memo No. ACE-II/PHE/GH/TB-69/198

Dated 21<sup>st</sup> December/2018

**SHORT TENDER NOTICE**

(1) Sealed tender in two parts viz. technical bid & Financial bid affixing non-refundable court fee stamps worth ₹ 2000/- (Rupees two thousand) only Purchased in Meghalaya or Cross IPQ of the same value in favour of Additional Chief Engineer. PHE Zone-II Garo Hills. Tura & eventually to be drawn in MPWD F-2 form of Tender Agreement are hereby invited from Experience Registered Class-I Contractor of PHED and reputed companies/ Firms having past experience in executing similar type of works and having required expertise and resources at their disposal.

(2) Bidding documents and other details will be available at the website of PHED i.e <http://megphed.gov.in>. Last date for submission of bidding documents is upto 3.00PM on 21/01/2019

Name of work	Approximate value of the work	Amount of Earnest money deposit	Bid receipt time & date	Sale of bid documents
	Nos. of sets	Time of completion of the work	Bid opening time & date for technical bid	Cost of bid document in
2	3	4	6	7
Supply, installation testing and commissioning of I(One) No. of Micro processor based solid state controller (MBSC). Change over panel including cables and all accessories complete for lura phase-I&II w/s/s	₹65.31 lacs	Earnest money for ₹ 1.00 lac by registered Class-I contractor & 2% of the Tender value to be enclosed with the Tender in case of reputed firms	3:00pm of 21 <sup>st</sup> Jan. 2019	21 <sup>st</sup> Dec, 2018 upto 21 <sup>st</sup> Jan. 2019 during the office hours on all working days from 11:30 to 3:00pm
	1 (one) set	3 months	3:30 pm hours of 21 <sup>st</sup> Jan. 2019	₹ 3000.00

The above scope of work(s) is indicative only. The detailed scope of work and the terms and conditions have been specified in the detailed tender documents.

(P. Marak)  
Additional Chief Engineer, PHE,  
Zone-II, Garo Hills, Tura.

Contd...2/-

Memo NO. ACE-II/PHE/GH/TB-69/ 198-A.

Dated Tura, the 21<sup>st</sup> Dec, 2018.

Copy to:-

- 1) The Principal Secretary to the Govt. of Meghalaya, PHE Deptt. Shillong for favour of information.
- 2) The Chief Engineer, PHE Meghalaya, Shillong for favour of information.
- 3) The Director of Information and Public Relations, Meghalaya, Shillong with a request to arrange for publication of the same in I(one) English daily and I(one) Garo Local daily News paper, the Sentinel, Guwahati and the Statesman, Kolkata. Five spare copies are enclosed herewith.
- 4) The SIU, NrC with a request to publish the NIT in Meghalaya website soft copy of the Notice in Pdf file is sent herewith.
- 5) The Addl. Chief Engineer (PHE) Zone-I Shillong /Zone-II Shillong /Sanitation Cell Shillong for information and wide circulation.
- 6) The Superintending Engineer (PHE) G.S Circle, Shillong / Rural Circle, Shillong/ Tura Circle, Tura Simsangre Circle, Will iamnagar for information and wide circulation.
- 7) The Concerned tile .
- 8) Notice Board.

  
(P. Marak) 21/12/18

Additional Chief Engineer, PHE,  
Zone-II, Garo Hills, Tura.

## Section: 1

### Reference and Information

#### 1. The Scheme.

- 1.1. The Tura Town is being fed with water supply from 3 Nos. of schemes viz (i) Tura Phase-I Water Supply scheme; (ii) Tura Phase-II Water Supply Scheme & (iii) Tura Phase-III Water Supply Scheme. While Tura Phase-I & Tura Phase-III are gravity fed schemes, the Tura Phase-II Water Supply scheme is a Pumping scheme.
- 1.2. The source of Tura Phase-I Water Supply scheme is Rongkhong stream, the source of Tura Phase-II Water Supply scheme is Ganol River and source of Tura Phase-III Water Supply scheme is Didare stream.
- 1.3. In respect of Tura Phase-II Water Supply scheme, the scheme envisages lifting of water Treatment Plant through a battery of 6 units of 400HP KBL make pumps.
- 1.4. The power supply to the Pump house is erratic and most of the time voltage fluctuates between high and low. Due to voltage fluctuation pumps and motors get damaged frequently. At the same time, the voltage consumption of 400 HP pump set is also very high amounting to Rs.1.00crore to (approx).
- 1.5. MBSC is said to be ideal for the problem due to voltage variation thereby ensuring low voltage consumption, total control system and smooth functioning of electrical and mechanical equipments. It also saves energy between 20% to 40% depending on the usage.
- 1.6. The contract is part of the work to be done under Item 1.5 only.

**SECTION-2**  
**SPECIAL INFORMATION AND INSTRUCTIONS**

**1. FOR SPECIAL ATTENTION.**

- 1.1 Tenders are invited in accordance with competitive bidding procedures. The tenderers should quote for the entire job as specified in the Short Tender notice.
- 1.2 All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements are liable to be rejected.
- 1.3 Award is to be made to the tenderer whose responsive tender is determined to be the lowest evaluated tender and who meets the appropriate standards of capacity and financial resources apart from being technically suitable.
- 1.4 Canvassing in connection with the acceptance of the Tender is strictly prohibited and liable to disqualify the tender without assigning any reason thereof.
- 1.5 Immediately upon receipt of the tender documents, all tenderers are urged to submit a written request on matters where clarifications or additional information is desired with sufficient time allowed for reply to reach him before submission of tender by due date.
- 1.6 Alternative tenders or conditional tenders are not acceptable.
- 1.7 The tenderers in their own interest are advised to inspect and examine the site and its surroundings and the existing installations and satisfy themselves before submitting their tenders in respect of site conditions, access to the site, source and extent of availability of labour (skilled & unskilled) required for the work and laws and regulations governing their use and employment.
- 1.8 The tenderers should note that information, if any, in regard to site and local conditions as contained in these tender documents has been given merely to assist the tenderers and is not warranted to be complete. The department shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of information, knowledge or understanding shall be entertained or payable by the department.

**2. SCOPE OF WORK**

- 2.1 The work under this tender envisages Supply, installation, testing and commissioning of 1(One) No. of Micro processor based solid state controller (MBSC), Change over panel including cables and all accessories complete for Tura Phase-I&II w/s/s which includes design, manufacture, supply, installation, testing and commissioning and ensuring **monitoring of energy saving for 1 (one) year between 20% to 40% annually.**

**3. ELIGIBILITY.**

- 3.1 The investigation for tender is open to all eligible tenderers.

**4. QUALIFICATION CRITERIA.**

- 4.1 To qualify for award of the contract, the tenderer shall meet or exceed the following minimum criteria.
  - i) The tenderer shall have minimum average annual turnover of Rs.1.00 Crores during the last 3 years.

- ii) The tenderer shall have to submit the audit balance sheets for the last 3 financial years.
- iii) The tenderer should be a MBSC/ Changeover manufacturer or authorized dealer or class-I contractors of Public Health Engineering department who have past experience in execution of similar type of work.
- iv) Details of past performance including experience in work of similar nature duly supported by supply orders and a copy of certificate of successful delivery from the employers shall have to be submitted.

## 5. LANGUAGE OF TENDER.

5.1 Tenders shall be submitted in the prescribed form in English. All literature and correspondence in connection with the tender shall be in English.

## 6. SUBMISSION OF TENDER.

6.1 Tenderers shall quote only for the entire work. No price variation is allowed.

6.2 Tender must be submitted in duplicate with one copy marked 'Original' on the front page. The copy marked 'Original' will govern whenever there are discrepancies between the two copies.

6.3 The tender must be submitted in separate sealed clearly marked as “**Technical Bid (Part-I)+ Financial bid (Part-II)**” respectively and superscribing. “Tender for supply, Installation, testing & Commissioning of MBSC/ Changeover panel, Cables and all Accessories Complete for Tura Phase-II Water Supply Scheme”.

6.4 Both technical and Financial bid will be received by the Additional Chief Engineer, PHE Zone-II Garo Hills, Tura on the date as specified in the letter inviting tender, personally or by registered post. Tenders received late on account of any reason whatsoever will be returned to the Tenderer unopened.

6.5 Telephonic or Telegraphic tenders will not be entertained.

## 7. METHOD OF TENDERING.

7.1 If the tender is made by an individual it shall be signed by the individual above his full name and current address.

7.2 If the tender is made by a proprietary firm it shall be signed by the proprietor above his full name and the name of his firm with its current address.

7.3 If the tender is made by a firm in partnership, it shall be signed by all the partners of the firm above their full name and current addresses, or by a partner holding the power of attorney for the firm by signing the tender in which case a certified copy of the power of attorney shall accompany with the tender. A certified copy of the partnership deed, current address of the firm and the full names and the current addresses of all the partners of the firm shall also accompany the tender.

7.4 If the tender is made by a limited company or a limited corporation it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidences of its existence before the contract is awarded.

- 7.5 All witnesses and sureties shall be persons of status and probity and their full names, occupations and address shall be stated below their signatures.
- 7.6 The renderers shall be accompanied by an attested copy of Income Tax return certificate from the Income Tax Department for the previous year.
- 7.7 All signatures in the tender documents shall be dated.
- 7.8 **Technical Bid** shall contain the Court fee stamp, earnest money deposit, full tender document duly signed and sealed by the contractor in each page, the information about the contractor, his address, telephone numbers, photographs, Income Tax, GST return Certificate, details of past performance including turn over during the previous three years, his detailed technical proposal for the work and other technical details sought.
- 7.9 **Financial Bid** shall contain his rate for the work in section 5, payment schedule and other financial implications.

## 8. **ACCEPTABILITY OF OFFER.**

- 8.1 To establish the acceptability of the tender, renderers shall invariably include with his tender:
- a) Type and model of MBSC offered supported by detail catalogue/ leaflets,
  - b) Performance of MBSC offered clearly depicting the performance of the MBSC various speed corresponding to motor speed when running at a frequency of 47.50Hz, 50Hz and 52Hz.
  - c) Make & type of **Change Over Panel** and PVC insulated heavy duty electric cables with aluminum conductor 1100 volt grade (300mm 3½ Core/ 400mm 3½ core/ 600mm 3½ core)

## 9. **EARNEST MONEY DEPOSIT.**

- 9.1 The Earnest Money deposit required to be deposited by tenderer is Rs.1.00 Lac only for registered Class-I Contractors of the Department & 2% of the Tender Value in case of reputed firm. Earnest money deposit must accompany each tender. This deposit shall be in favour of Additional Chief Engineer, PHE Zone-II Garo Hills, Tura and may be in the form of NSC/FDR or Bank Guarantee in the form prescribed in Annexure-I (**Section 2**) from a Nationalized Bank of India.
- 9.2 The Earnest Money deposit shall be valid for a period of not less than 180 days from the last date of receipt of the tenders. **Tenders not accompanied by Earnest money deposit shall be rejected outright and the tenderer may be disqualified from tendering for further works in the State of Meghalaya,**
- 9.3 The Earnest Money Deposit will be returned promptly to the unsuccessful renderers. The Earnest Money Deposit in case of successful tenderer will be converted into a part of the Security Deposit.
- 9.4 Within 15 days from the date of receipt of letter accepting his tender, the successful tenderer shall furnish the required security for performance @2% of the quoted rate and attend the office of the Additional Chief Engineer, PHE Zone-II Garo Hills, Tura for execution of the contract documents in PWD F-2 form. The earnest money deposited by the successful tenderer along with the tender may be converted into part of initial security deposit of 2%. The Security Deposit is to be deposited in the shape of NSC/FDR/BG. The detailed tender document will form part of the Agreement. Tenderer should therefore sign each page of the detailed tender document as a token of acceptance of the conditions stipulated therein. In case of any contradiction between F-2 Form tender and the detailed tender document, F-2 Form stipulated shall prevail. If he fails to furnish the security for performance or to execute the contract, his earnest money deposit shall be forfeited and the tenderer may be disqualified from tendering for further works in the State of Meghalaya.



## **10. PRICE AND CURRIES.**

10.1 Tender shall quote the prices in Indian rupees.

## **II . RULES AND REGULATIONS.**

11.1 Rules and regulations will be applicable as prevailing in the State of Meghalaya.

## **12. SUFFICIENCY OF TENDER.**

12.1 The tender shall be entirely responsible for the sufficiency of the rates quoted by him in his tender.

## **13. STATING OF RATES.**

13.1 The rates shall be written both in words and figures. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. In case of conflict between the figures and words in the rates, the latter shall prevail.

## **14. TENDER VALIDITY PERIOD.**

14.1 The tender shall be valid for a period of not less than 120 days from the last date of receipt of tenders.

## **15. OPENING OF TENDER.**

15.1 **The Part-I Technical Bid** of the tenderers shall be opened by the Additional Chief Engineer, PHE Zone-II Garo Hills, Tura in this Office at 15:30Hrs. on the date tenders are due to be opened in the presence of representative of tenderers who chose to remain present.

15.2 If any of the tenderers or their agents are not present, the Additional Chief Engineer will, on open the tender of the absentee tenderer prepare a statement of the attested and unattested corrections in the tender over his signature. Such a list shall then be binding on the absentee tenderer.

15.3 The short list tenderers who are found to qualify by the department will be intimated at later date, time and venue for opening of their price bid.

15.4 **The part-II financial bid** of the eligible tenderers who are short list by the department shall be opened in the presence of such parties, as may desire to be present in the due date & time.

15.5 The price bid of all other tenderers who have not been short listed by the department will be returned unopened to such parties under acknowledgement along with the earnest money deposited by them.

15.6 The financial bid will be evaluated based on the lump sum rate of the tenderer work.

15.7 The tenders will be verified for accuracy in the numerical calculation. If in the tender there is a variance between the rate in words and the rate in figures then the rates in words shall apply.



## **16. EVALUATION OF TENDERS.**

16.1 Technical evaluation will be made of the tenderer's offer of MBSC, change over panel (L&T made) cables and other accessories.

16.2 The financial bid will be evaluated based on the lump sum rates of the tendered work.

16.3 The tenders will be verified for accuracy in the numerical calculation. If in the tender, there is variance between the rate in words and the rate in figures then the rate in words shall apply.

## **17. Criteria of rejection.**

17.1 Tenders for technical bids are liable for rejection when:

- Tenders not accompanied by specified value of court fee stamp or IPO of same value.
- Tenders not accompanied by specified value of earnest money deposit.
- Tenders deviates from the Contractual terms & conditions, specifications or other requirements.
- Tenders not accompanied with price variation clause.
- Tenders not conforming strictly to the information's contain in Section 2, Clause:8. Acceptable of offer.
- Tenders not containing detail technical proposal for the work and other technical details sought.
- Tender not containing details of past performance.

17.2 Tender for financial bid are liable for rejection if:

- The commercial offer is not as per the format indicated in section 5.
- The offer contain price variation clause.

## **18. Successful Tender.**

18.1 Selection of successful tender shall be on the basis of the lowest evaluated responsive tender from among the shortlisted tenderers. However the PHE department reserves the right to reject any or all the tenders without assigning any reason thereof.

## **19. Contract Award.**

19.1 The award of contract will normally be made within 30 days after the date of opening of financial bids.

**Form of Bank Guarantee**

**ANNEXURE-1 (Section-2)**

(In lieu of earnest money to be deposited with the tender)

Guarantee 0 \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

To.

**Additional Chief Engineer, PHE.,  
Zone II, Garo Hills, Tura**

Where **the** Additional Chief Engineer. PHE Engineer, PHE.. Zone **II**. Garo Hills. Tura (hereinafter referred to also as the Department) has called tender for Vide NIT \_\_\_\_\_ No.

\_\_\_\_\_ and whereas (hereinafter referred to as the contractor) has submitted tender/tenders for the work Vide \_\_\_\_\_

0, \_\_\_\_\_ Dated \_\_\_\_\_

And whereas one of the conditions of the tender is that the intending renderers should furnish in lieu of earnest money a bank guarantee for Rs, \_\_\_\_\_ along with the tender.

Now therefore this witnessed:

We. the \_\_\_\_\_ a Nationalized Bank of India incorporated under \_\_\_\_\_ Act \_\_\_\_\_ and having the registered office at \_\_\_\_\_ (hereinafter referred to as the Bank) in consideration of the Department entertaining the tender submitted by the contractor agree with the Department.

That it shall, in the event of the contractor failing to keep open the tender for acceptance for a period of One hundred and twenty days from the date of opening of tender or failing to execute an agreement in the form prescribed incorporating the terms and conditions of contract as per the tender submitted by him and accepted by the Department either without or with mutually agreed modifications within 45 days from the date of acceptance of the tender or failing to renew this guarantee for a further period as demanded by the Additional Chief Engineer. pay to the Department without any demur on a mere demand by the Additional Chief Engineer. the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

That as to whether the occasion has arisen for the demand of the amount covered by the Bank Guarantee the decision of the Additional Chief Engineer. shall be final and shall be accepted by the Bank without any reference to the contractor.

That the Guarantee herein contained shall remain in full force and effective during the period taken for finalization of the contract and execution of the agreement.

That it shall continue to be enforceable until the guarantee is fully discharged.

That this bank guarantee shall be enforceable against the Bank even if any negotiable instruments shall be outstanding against the bank at the time of the proceedings.

That it gives effect to the Guarantor the Additional Chief Engineer. the liberty to act as though the Bank were the principal debtors.

That the Guarantee shall not be affected, avoided or released by any thing done or indulgence shown by the Additional Chief Engineer, towards the contractor, notice of which has been hereby waived.

That this guarantee shall remain in full force and effect notwithstanding any neglect or forbearance or delay in the enforcement of the same:

And that the Bank shall not revoke the Guarantee during its currency except with the previous consent in writing of the Additional Chief Engineer.

Notwithstanding anything contained hereto before it is mutually agreed.

That the liability under this Bank guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

That it shall be in full force only for a period of \_\_\_\_\_ months from the date it bears and it will hold good for any demand made by the Additional Chief Engineer in the meanwhile.

And that after the expiry of the period stipulated above no claim need to be entertained by the Bank unless the Bank guarantee has been extended in the meanwhile.

In witness thereof \_\_\_\_\_ the Agent/Manager of the Bank who is duly authorized in this behalf as per rules of the Bank hereby set my hand and seal to this on this the \_\_\_\_\_ day of \_\_\_\_\_ 20 19.

Signature and Name  
Address:

In presence of:

1. Name, Address & Signature.
2. - do-

**FORM OF LETTER TO ACCOMPANY THE  
TENDER AND FORM OF AGREEMENT**

# TE NDER

To

**Additional Chief Engineer, PHE.,**

**Zone II, Garo Hills, Tura.**

I/We have read and examined the following tender documents relating to the

- I. (a) Notice Inviting Tender
- (b) Information and Instructions for Tencrers.
- (c) Warranty
- (d) Annexure
- (e) General conditions of contact.

II Technical Specification

III Drawings.

2. I/We hereby tender for execution of the works referred in the documents mentioned in paragraph I above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance with the specifications. designs. drawings and other details given therein in all respect and within the period(s) of completion as stipulated in Clause] & 44 of Section 3.

3. I/We agree to keep this tender open for acceptance upto 30 days and also agree not to make modifications in its terms and conditions of our own accord.

4. A sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only is hereby forwarded in the form of Bank Guarantee of \_\_\_\_\_ Bank as Earnest Money. I/We agree if I/We fail to keep the validity open, as aforesaid or make any modification in the terms and condition of my/our tender of our own accord and/or after the acceptance of our tender if I/We fail to commence the execution of the works as provided in the documents referred to in paragraph I above. I/We shall become liable for forfeiture of my/our earnest money. as aforesaid. and the Department shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Should this tender be accepted. I/We agree to abide and fulfill all the terms and conditions and provisions of the above mentioned tender documents.

5. I/We certify that the Tender submitted by me/us is strictly in accordance with the terms. condition specifications etc.. as contained in your tender documents, referred t in paragraph I above. It is further certified that it does not contain any deviations to the aforesaid documents.

Witness \_\_\_\_\_ signature in the capacity of

Date \_\_\_\_\_

(Duly authorized to sign the Tender on behalf of the)

(In block letters)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Dated \_\_\_\_\_

Telegram \_\_\_\_\_ Phone \_\_\_\_\_

## WARRANTY FORM

MIS \_\_\_\_\_

having its registered office at \_\_\_\_\_ (hereinafter referred to as the Contractor)  
having carefully studied all the documents, specifications, drawings etc. pertaining to the contract for  
works \_\_\_\_\_ and the  
local and site conditions having undertaken to execute the said works.

***Do hereby warrant that:***

1. The Contractor is familiar with all the requirements of the contract.
2. The Contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
3. The Contractor is satisfied that the work can be performed and completed as required in the contract.
4. The Contractor accepts all risks directly or indirectly connected with the performance of the contract.
5. The Contractor has had no collision with other contractors, with any of the men of the Engineer-in-charge or with any other person in Department to execute the said works according to the terms and conditions of the said contract.
6. The Contractor has not been influenced by any statement or promise of the Department or Engineer-in-charge but only by the Contract document.
7. The Contractor is financially solvent.
8. The Contractor is experienced and competent to perform the contract to the satisfaction of the Engineer-in-charge.
9. The statement submitted by the Contractor is true.
10. The Contractor is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government that may affect the work, its performance or personnel employed therein,

Date:

for and on behalf of the Contractor.

## Agreement Form

(To be drawn up in Non-judicial Stamp Paper)

This Agreement made this \_\_\_\_\_ day \_\_\_\_\_ 2019 between \_\_\_\_\_ having their registered office at \_\_\_\_\_ (hereinafter referred to as the ' Contractor') and the Public Health Engineering Department (hereinafter referred to as the Department) having their Registered Office at Shillong, Meghalaya.

Whereas the Department has decided to contract \_\_\_\_\_ in the project (hereinafter called the 'work' ) mentioned. enumerated and referred to in the Schedule, conditions of Contract and technical specifications for \_\_\_\_\_ ( hereinafter called the 'Tender Documents') issued by the Public Health Engineering Department. Govt. of Meghalaya, Shillong and whereas the terms and conditions in the detailed notice inviting tender for the said works were further negotiated and settled between parties and whereas the Public Health Engineering Department, did accept the tender of the Contractor for execution of the said work.

Now this agreement witnessed and it is hereby agreed and declared as follows :-

In consideration of payments to be made to the Contractor by Public Health Engineering Department, as herein mentioned, the contractor hereby covenants with Public Health Engineering Department. its successors and assigns that the Contractor shall do and perform the said works and things in the contract mentioned and described or which are implied there from or therein respectively within and at the times and in the manner and subject to the terms, conditions and stipulations mentioned in the Schedule hereto; and in consideration of the provisions and supervision of executions and completion of the said works and the performance guarantee thereof as aforesaid the Department covenants with the Contractor to pay the Contractor the sum as per schedule of rates and such other sums that may become payable. such payment to be made at such time and in such manner as is provided by the Contract.



## COMPONENT PARTS OF THE CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim or it not attached as if hereto attached.

1. Detailed Notice Inviting Tender
2. Letter from \_\_\_\_\_
  - (i) \_\_\_\_\_
  - (ii) \_\_\_\_\_
  - (iii) \_\_\_\_\_
3. Work Order No. \_\_\_\_\_

### MEMORANDUM

- A) General description of work
- B) Approximate estimated cost
- C) Earnest Money
- D) Security deposit (including Earnest Money) :-
- E) Percentage, if any, to be deducted from Bill
- F) Time allowance for the work from the date
- G) of written order to commence

**IN WITNESS THEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN SHILLONG ON THE DATE FIRST HEREIN MENTIONED.**

CONSTITUTED ATTORNEY  
FOR THE CONTRACTOR

for and behalf of  
Public Health Engineer, Deptt.  
Govt. of Meghalaya, Shillong

Additional Chief Engineer, PHE  
Zone-II Garo Hills, Tura

In presence of

- |    |    |
|----|----|
| 1. | 1. |
| 2. | 2. |

Executed in Original

CONSTITUTED ATTORNEY  
FOR THE CONTRACTOR

Additional Chief Engineer, PHE  
Zone-II, Garo Hills, Tura

Note : **Non-judicial stamp in 6 (six) sheets of Rs. \_\_\_\_\_**  
**the successful tenderer.**

**\_\_\_\_\_ on shall be supplied by**

## SECTION:3

### GENERAL CONDITIONS OF CONTRACT

#### 1. DEFINITIONS.

1.1 In the contract (as herein after defined), the following words and expressions will have the meanings hereby assigned to them:

- (a) "**Project**" refers to Tura Phase-II **Water Supply Scheme**.
- (b) "**Approved/Approval**" means the approved in writing by the Engineer-in-charge.
- (c) "**Chief Engineer**" means the officer to whom the Engineer-in-charge reports.
- (d) "**Construction Plant**" means all the equipment, appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works but does not include materials or other things intended to form forming part of the permanent work.
- (e) "**Contract**" means the document forming the tender. acceptance thereof and the formal agreement executed between the Public Health Engineering Department. Govt. of Meghalaya and the contractor together with documents referred to therein otherwise it shall mean the Notice Inviting tender and information and inspections for renderers. general and special conditions of contract. specifications. drawings. the normal agreement and all addenda and attachments related to the above.
- (f) "**Contractor**" means the particular person. firm or company or his designated representative with whom the contract has been made for executing the works. Sub-contractors refers to a party or parties having direct contact with the contractor and to whom any part of the contract has been sublet by the contractor with the consent in writing of the Engineer-in-charge.
- (g) "**Day**" means a day from midni ght to midni ght.
- (h) "**Week**" means seven consecutive days.
- (i) "**Month**" means from the beginning of a given date of a calendar month to the end of the preceding date of the next calendar month .
- (j) "**Contract price**" means the price quoted for the job.
- (k) "**Security Deposit**" means all deposits whether in government securities, fixed deposit receipts or Bank Guarantees from nationalized Bank in India. Amounts deducted from interim payments or any other from pledged to the PHE Deptt. Govt. of Meghalaya for due performance of the contract and shall adjust in case of compensations or penalties and which may stand either in part or whole as the situation demands.
- (l) "**Drawing**" means the drawings referred to in the specifications. any modification of such drawings approved in writing by the Engineer-in-charge and such other drawings as may from time to time by furnished to and approved in writing by the Engineer-in-charge.
- (m) "**Engineer-in-charge**" means the Engineer-in-charge of the works specified parts of the works under the contract or such other departmental assistants or subordinates to whom the Engineer-in-charge may have delegated certain duties. acting separately within the scope of the particular duties entrusted to him. The contractor will be given a copy of the Governments authorization designation the Engineer-in-charge by name and delegating him his authority at the time the contract is signed. It is. however, to be distinctly understood that no delegation of powers shall be made to such departmental assistants or subordinated except in respect of supervision to ensure compliance of the contract conditions.
- (n) "**Government or Department**" means Government of Meghalaya, Department of PHE Employer or Owner.
- (o) "**I.S.S**" means Indian Standard Specification.
- (p) "**Site**" means the land and other places on. under. in. or through which the works arc to be executed or carried out and any lands or places provided by the owner for the purposes of the

contract together with such other places as may be specifically designated in the contract or subsequently approved as forming part of site.

- (q) "**Labourer**" means categories of labours engaged by the contractor, his sub contractors and his piece workers for work in connection with the execution of the work covered by the specifications. All these labourers will be deemed to be employed primarily by the contractor.
- (r) "**Store**" means the stores owned by the Public Health Engineering Department Govt. of Meghalaya,
- (s) "**Letter of Intent**" means the letter from the Chief Engineer conveying his acceptance of the tender subject to such reservation as may have been stated therein.
- (t) "**Elevation/reduced Levels or R.L.**" means whatever figures representing elevation or reduced levels are given they shall mean the highest in meters based on bench mark established by Public Health Engineering Deptt. Govt. of Meghalaya at site.
- (u) "**Temporary works**" means all temporary works of every kind required for the performance of the contract.
- (v) "**Works**" means the materials to be supplied and the work to be executed as defined and set out in the specifications and includes all extra work, additions, delegations, substitutions and variations ordered by the Engineer-in-charge in accordance with the provisions in the contract.
- (w) "**Specification**" means collectively all the terms and stipulations contained in this book including the conditions of contract, technical provisions and Annexure thereto and list of correction and amendments.
- (x) "**Urgent Works**" means by any urgent measures which in the opinion of the Engineer-in-charge become necessary at the time of execution and/or during the progress of work to obviate and risk or damage to the structures or required to accelerated the progress of work or which become necessary for security or for any other reason the Engineer-in-charge may deem expedient.

## **2. INTERPRETATIONS.**

2.1 Work impounding the singular only also include the plural. he includes she and vice verse unless this is repugnant to the context.

2.2 Whenever the term "Specification" is used apart from standard specifications. it shall mean the specification or plan prepared for a particular item as instructed to the contractor in executing that item of work.

2.3 Unless otherwise provided all references to sums of money shall refer to Indian Currency and shall be made in Indian currency.

## **3. PERIOD OF COMPLETION.**

3.1 The period of completion shall be 3 months from the date of issue of notice to proceed with the work.

## **4. CONDUCT DOCUMENTS.**

4.1 The language or language in which the contract documents shall be drawn up shall be English.

4.2 The contractor shall be furnished free of cost second original of the contract document.

4.3 The copy of contract document furnished to the contractors as aforesaid shall be kept by the contractor on the site in good condition and the same shall at all responsible time be available for inspection and use by the Engineer-in-charge, his respective or by the other inspecting officers.

4.4 The documents shall not be used by the contractor for any purpose, other than that of this contract.

## **5. SECURITY FOR PERFORMANCE.**

5.1 The earnest money deposited by that contractor along with the tender may be converted into part of initial security deposit of 2% which will be treated as part of security deposit in the Form of Bank Guarantee in the form of Annexure-I (Section 3) from a nationalized Bank.

5.2 In addition to the above initial security deposit, the Engineer-in-charge shall deduct from the intermediate bills i.e. the running account bills, an amount at the rate of eighty percent of the total value of each bills as an additional security deposit subject to the condition that the total amount of

such deductions together with the amount of initial security deposit shall not exceed ten percent of the contract value.

5.3 The bank guarantee, the performance bond, the interest-bearing Government securities and the interest-bearing deposits shall remain valid for at least 12 months after the date of completion of the work.

5.4 The security deposit, less any amounts due shall be returned to the contractor after the defects liability period is over and subject to the Engineer-in-charge certifying that no liability attaches to the contractor.

5.5 All compensations or other sums of money payable by the contract under terms of the contract or any account whatsoever may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due to the contractor by the Government on any account whatsoever. Also in the event of the Government's security deposits being reduced by means of such deductions or sales, as aforesaid, the contractor shall, within fourteen days of receipt of notice of demand from Engineer-in-charge, make good the deficit in his security deposit.

5.6 Should there arise any occasion under the contract due to which the periods of validity of Bank guarantee as may have been furnished by the contract or from time to time, are required to be extended/ renewed by the contractor at his own cost shall get the validity periods of such guarantees extended/renewed, as the case may be and furnish these to the Engineer-in-charge one month before the expiry date of the aforesaid guarantees. In case of failure of the contractor to strictly comply with the aforesaid provisions or any account for whatsoever reasons, the Engineer-in-charge shall be at liberty, notwithstanding anything contained in this contract, to make such measures and actions to satisfy the provisions of contract for having the required amount of securities at the relevant time.

## 6. CURRENCY OF PAYMENT.

6.1 Payment will be made in the Indian currency.

## 7. NOTICE AND INSTRUCTION.

7.1 The contractor shall furnish the postal address of his site office. Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorized agent or representative at site, or sent by the registered letter to the site office, or to the address of the firm provided by the Contractor.

7.2 All instructions, notices and communications etc. under the contract shall be given in writing or any such order/instructions given shall be confirmed in writing shall be valid.

## 8. Replacement Methodology.

8.1 The contractor shall provide at his own expense all tools, plant and equipment required for the execution required for the execution of the work.

8.2 The bidder will describe in detail the replacement methodology, equipment planning and dismantling & installation scheduling for completion of the works of the project in 3 months.

## 9. ADVANCES.

9.1 Recoverable advance not exceeding 20 percent of the contract value of cost of machineries may be payable as advance payment against submission of Bank guarantee of equal amount any nationalized Bank in the form of Annexure-2 (Section 3).

9.2 The advance shall not bear any interest.

## 10. RECOVERY OF ADVANCES.

10.1 Recover of advance as per clause "Advance" shall be made by the deduction from the contractor's intermediate bills in suitable percentage of the billed amount, subject to the provision that no recovery would be made till the work equal to 20% of the contract value is completed and that entire advance shall be recovered by the time work equal to 80% of the contract value is completed.

## 11. PA" MENT AND CERTIFICATES

11.1 Payment will be made to the contractor proportionate to the work done as per schedule of payment.

11.2 Payment for the work done by the contractor will be based on measurements recorded at various stage of the work. The contractor or his authority agent or representative shall be present at the time of recording of each set measurements and shall sign the measurement book or level field book in token to their acceptance.

11.3 If for any reason the contractor or his authorized representative is not available and the work is suspended by the Engineer-in-charge to avoid recording of measurement during the absence of the contractor, the government shall not entertain any claim from the contractor for any loss incurred by him on this account. If the contractor does not remain present at the time of such measurements after the contractor has been given a three day notice in writing, such measurements may be taken in his absence and shall be deemed to be accepted by the Contractor.

11.4 On completion of the entire work, the contractor will submit his final bill. Payment of this shall not be considered conclusive evidence as to the sufficiency of any work or materials or correctness from his liabilities arising from any defect.

## 12. PURPOSE OF DESIGN AND DRAWING AND SPECIFICATIONS AND CONFORMANCE THERETO.

12.1 Drawing and information required from the Tenderer are:

- 1) Typical sectional drawing, catalogue, descriptive literature, performance curve etc. along with part list, material of construction etc. of all items to be incorporated shall be enclosed with the offer.
  - 2) Detailed layout drawing showing for the entire system covered under this specification.
  - 3) Final detailed dimensions of each material/fitting and material of construction for each part.
  - 4) Layout drawing of all units showing the location of the units.
  - 5) *Test procedures and details of tests to be conducted on machineries and equipments.*
- The department authorized representative shall be given full access to all tests prior to performance tests of the pumps. the tenderer shall intimate the Department allowing adequate time for the Department, if so desired, can depute representative to witness the test.
  - As evidence of compliance of motor with the required characteristics, routine as well as type test certificate shall have to be furnished by successful tenderer.

12.2 The contractor shall submit detailed layout plan of the complete system showing all the units clearly.

## 13. SIGNED DRAWING-NO AUTHORITY TO THE CONTRACTOR.

13.1 Approved drawing alone shall not be deemed to be an order for work unless it is entered in the schedule of drawings under proper attestation of the Contractor by the Engineer-in-charge or unless it has been sent to the Contractor by the Engineer-in-charge with a covering letter confirming that the drawing is an authority for work under the contract.

## 14. PLANS AND DRAWING

14.1 In the event the tender is accepted the contractor shall have to supply 5 copies of detailed design of units and structural design calculations with drawings showing plan, cross-section, elevation, mechanical equipments clearly to the complete satisfaction of the Additional Chief Engineer, PHE., Zone II, Garo Hills, Tura and within a reasonable time fixed by the Additional Chief Engineer, PHE., Zone II, Garo Hills, Tura.



14.2 The contractor shall submit the following information, in 5 copies to the Engineer-in-charge for approval within the time stipulated against each item below:

- (a) A general layout plan and equipment for the executive of the work. within 30 days from the date of notice to process with work.
- (b) Drawings or plan showing the location of major plants and other facilities in the contract.
- (c) Any other details and drawing as required under contract at the times specified in the contracts.
- (d) Detail design of units and structural design calculation with drawing showing plan, cross section, elevation.

#### **15. MATERIALS AND WORKMANSHIP**

15.1 The contractor shall provide all necessary superintendence during the execution of works and as long thereafter as may be necessary for the proper fulfilling of the contractor's obligation under the contract. The contractor or his competent and authored agent or representative approved of in writing, by the Engineer-in-charge, which approval may at any time be withdrawn, is to be constantly present on the works and shall give whole time to the superintendence of the same. The contractor shall provide and employ sufficient number of qualified men for supervision on all aspects of works. If the contractor fails to appoint suitable person as directed by the Engineer-in-charge, the Engineer-in-charge will have the full powers to suspend the execution of works until such date as suitable and sufficient number of qualified men are appointed by the contractor and take over the supervision of the works. For any such suspension, the contractor shall be held responsible for delay caused to the works.

15.2 The contractor shall be responsible for the correct setting out of all works at his cost. The contractor shall execute the work true to alignment, grade and level as shown in the drawing in the drawing and as directed by the Engineer-in-charge and shall check these at frequent intervals. The contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer-in-charge to check all alignments, grades, levels and dimensions. He shall proceed further on obtaining approval after checking from Engineer-in-charge or his authorized representative. However, such checking shall not absolve the contractor of his own responsibility of maintaining accuracy in the work.

#### **16. INFORMATION AND DATA.**

16.1 The information and data furnished herein relating to the works and site conditions are general. It shall be the responsibility of the contractor to fully acquaint himself with the nature and the location of works, local condition and other aspects which are relevant to the work.

#### **17. PROTECTION OF ADJOINING PREMISES**

17.1 The contractor shall protect adjoining sites against structural, decorative and other damages that may be caused in course of the execution of these works and make good at his cost any such damage.

#### **18. ACCIDENTS**

18.1. It shall be the contractor's responsibility to take protective measure to prevent accident on the works. He shall indemnify the Government against any claims for damage or for injury to persons or property resulting from and in course of the work and also under the provision of the Workmen's Compensation Act.

18.2 On the occurrence of an accident during the course of the work which results in death or which is so serious as likely to result in death, the contractor shall, within twenty four hours of such accident,

report in writing to the Engineer-in-charge. the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action taken by him. All other accidents on the works involving injuries to persons or damage to property shall promptly reported to the Engineer-in-charge stating clearly and in sufficient details the facts and circumstances of the accidents and the action taken. In all cases the contractor shall indemnify the Government against all loss or damage resulting directly or indirectly from the Contractor's failure to report in the matter aforesaid. This includes penalties or fines, if any, payable by the Government as consequence of failure to give notice under the Workmen's Compensation Act in regard to such accidents.

18.3 In the event of an accident in respect of which compensation may become payable under the Workmen's Compensation Act, whether such compensation may become payable by the contractor or by the Government as the Principal Employer. the Engineer-in-charge may retain out of moneys due and payable to the contractor such sum or sums money as may, in the opinion of the Engineer-in-charge be sufficient to meet such liability. On receipt of any award of compensation from the competent authority under the said Act, the difference in amount will be adjusted.

#### **19. REMOVAL OF CONTRACTOR'S MEN.**

19.1 The contractor shall on the written direction of the Engineer-in-charge immediately remove from the works any person employed thereon who may, in the opinion of the Engineer-in-charge. be incompetent or has misconducted himself. Such person shall not be employed again on the works without the written permission of the Engineer-in-charge.

#### **20. CERTIFICATE OF COMPLETION OF WORKS.**

20.1 As soon as the work is completed. the contractor shall give notice of such completion to the Engineer-in-charge and within one month of the receipt of such notice, the Engineer-in-charge shall furnish the contractor with a certificate of the completion or otherwise, inform him in writing giving reasons for not granting the certificate.

#### **21. TOLL AND DUTIES.**

21.1 The contractor shall, unless otherwise specifically provided in the contract. pay all duties. tolls, quarry fees. royalties and other taxes on all materials and articles that he may use.

#### **22. OLD CURIOSITIES.**

22.1 All minerals, old curiosities, relics, coins and any other item of archaeological importance found in execution or pulling down shall be the property of the Government and shall be handed over to the Engineer-in-charge. Should any structure be uncovered, the Engineer-in-charge's instruction shall be obtained before its demolition or removal.

#### **23. DECISION OF ENGINEER-IN-CHARGE.**

23.1 It shall be accepted as an inseparable part of the contract that in matters regarding materials workmanship. removal of improper work. interpretation of the contract drawings and contract specifications, the decision of the Engineer-in-charge, which shall be given in writing, shall prevail.

23.2 The Engineer-in-charge may, from time to time in writing delegate to his representative any of the power with him and authorize and shall furnish to the contractor a copy of all such written delegation of power and authorities. Any written instruction or any written approval given by the representatives of the Engineer-in-charge to the contractor within the term of such delegation shall bind the contractor and the PHE Deptt. as though it has been given by the Engineer-in-charge.

23.3 If the contractor is dissatisfied with any decision of the representatives of the Engineer-in-charge, he will be entitled to refer the matter to the Engineer-in-charge who shall thereupon confirm, reserve or vary such decision and the decision of the Engineer-in-charge in this regard shall be final and binding on the contractor.



**24. PRICE ADJUSTMENT/VARIATIONS.**

24.1 No price variation on any account is admissible for the contract.

**25. NO CLAIM FOR DELAYED PAYMENT DUE TO DISPUTE ETC.**

25.1 No claims for interest or damages will be entertained by the Department with respect to any money or balance which may be lying with the Department owing to any dispute, difference or misunderstanding between the Engineer-in-charge on the one hand and contractor on the other or with respect to any delay on the part of the Engineer-in-charge in making periodical or final payments or in any other respect whatsoever.

**26. CONTRACTOR'S RISK.**

26.1 The contractor shall take upon himself the whole risk of executing the works, and all materials, obtained for the purpose of the contract and all works executed shall be at his risk until a certificate of completion of the works has been issued by the Department.

26.2 The contract shall, at his own cost, make good to the satisfaction of the Department all damages, loss or injury that may happen to any portion of the works, from whatsoever cause arising and shall deliver up the complete and undamaged.

**27. RECOVERIES.**

27.1 Any recovery from contractor, advised by the Government, shall be recovered from any bill or money retained from his contract.

**28. DEFECT LIABILITY PERIOD.**

28.1 The contractor shall be responsible to make good and remedy at his own expense with such period as may be stipulated by the Engineer-in-charge, any defect which may develop or may be noticed before the expiry of 12(twelve) months from the certified date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period by a letter sent by hand delivery or Registered Post.

**29. LAWS GOVERNING CONTRACT.**

29.1 The contract shall be constructed according to and subject to the Laws of India and jurisdiction of the Courts of India.

**30. OBSERVANCE OF LAWS, LOCAL REGULATIONS AND ATTACHMENTS.**

30.1 The successful tenderer shall comply with local legal requirements as may be necessary for executing the work.

30.2 The contractor shall comply to all laws of the land the regulations and by-laws of any local authority and of any water or lighting companies with whose system the structure is proposed to be connected. The contractor if desires to make any variation from drawings or specifications that may be necessitated for so confirming, give to the Engineer-in-charge a written notice, specifying the variations proposed to be made and the reasons for making them and apply for instructions thereon. In case the contractor does not receive such instructions within seven days. He shall proceed with the work confirming to the provisions, regulation or by-laws in question and any variations in the drawings or specifications so necessitated shall be dealt with under the clause extra items. The contractor shall give notices required by the said Acts, regulations or by laws and pay the required fees in connection therewith. He shall also ensure that no attachments are made against materials or works related to the contract. The contractor shall protect and indemnify Government against all claims or liabilities arising from or based on the violation of such laws, ordinances, regulations, by-laws, decrees or attachments by him or by his employees.

**31. LABOUR.**

31.1 The contractor shall not employ in connection with the works any person who has not completed his fifteenth years of age.

31.2 The contractor shall furnish to the Engineer-in-charge information about the various categories of labour employed by him in the form and at such intervals as may be specified.

31.3 The contractor shall in respect of labour employed by him comply with or cause to be complied with the provisions of various labour laws and rules and regulations and shall indemnify the Government in respect of all claims that may be made against the Government for non compliance thereof of by the Contractor.

31.4 The contractor shall make arrangements for keeping the temperature of area of work reasonably workable during cold months specifically if the work is carried out during nights.

31.5 Notwithstanding anything contained therein, the Engineer-in-charge may take such actions as may be necessary for compliance of the various labours laws and recover the costs thereof from the contractor.

31.6 In the event of the contractor committing a default or breach of any of the provision of the labour laws and rules and regulations as applicable, the contractor shall, without prejudice to any other liability under the acts, pay to government a sum not exceeding Rupees One thousand per day for each of the defaults subject to a maximum of rupees five lacs.

### **32. WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS.**

32.1 Unless otherwise provided, none of the permanent works shall be carried out during night, Sundays or authorized holidays without the permission in writing. However, when work is unavoidable or necessary for the safety of life, property of works, the contractor shall take necessary action immediately and advise the Engineer-in-charge accordingly.

### **33. INCOME TAX.**

33.1 Deduction will be made towards made Income Tax at source by the Employers as directed by the Income Tax Department.

### **34. GST (GOODS & SERVICES TAX).**

34.1 The rates quoted by the contractor shall be deemed to be inclusive of GST, on all materials and others where applicable, that he will have to be purchased for performance of this contract.

### **36. INSURANCE.**

36.1 The contractor shall secure and maintain throughout the duration of this contract insurance of such types and in such amounts as may be necessary to protect himself and the interests of the Government against all usual hazards or risks of loss. The form and limits of such insurance and the company together with the under writing thereof in each case, shall be such as will be acceptable to the Government but, regardless of such acceptance, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times. Failure of the contractor to maintain adequate coverage shall not relieve him of any contractual responsibility.

36.2 Attested copies of certificates, or copies of the policies of insurance shall be filed with Government prior to starting any construction works on this contract. The certificates shall state that fifty days advance written notice will be given to the Government before any policy covered thereby is changed, cancelled or expires.

### **37. DEFAULT BY CONTRACTOR.**

37.1 If, the contractor shall neglect or fail to proceed with works with due negligence or violates any of the provisions of the contract, the Engineer-in-charge may give the contractor a notice, identifying deficiencies in performance and demanding corrective action. Such notice shall clearly state that it is given under the provision of this clause. After such notice is given, the contractor shall not remove from the site, any plant, equipment and materials. The Government shall have a lien on all such plant, equipment and materials, from the date of such notice, till the deficiencies have been corrected.

37.2 If the contractor fails to take satisfactory corrective action within fourteen days after receipt of the notice, the Engineer-in-charge will terminate the contract in whole or in part. In case the entire contract is terminated, the amount of security deposit together with the value of the work done but not paid for shall stand forfeited to the Government. The plant, equipment and materials held under lien shall be at the disposal of the Government.

37.3 The Engineer-in-charge may also take possession of the whole or part of the works, site, plant, equipment and materials brought or placed thereon and cause the whole or part of the work to be completed by utilizing them through other agencies, at the cost of the contractor. In such case, the value of the work done through such agencies shall be credited to the contractor at his contract prices.

37.4 On completion of such works, if the expenses incurred for carrying out such work, as certified by the Engineer-in-charge, are in excess of the value of the work credited to the contractor, the difference shall be paid by the contractor to the Government. He shall also be liable for the liquidated damages under the contract.

37.5 The Engineer-in-charge may direct that a part or the whole of such plant, equipment and materials be removed from the site within a stipulated period. If the contractor fails to do so, the Engineer-in-charge may cause them to be sold, holding the net proceeds of such sale to the credit of the contractor. After completion of the works and settlement of accounts, the lien by the Government on the contractor's plant, equipment and balance of materials shall be released.

37.6 Termination of the contract either in whole or in part shall be adequate authority for the Engineer-in-charge to demand discharge of the obligation from the guarantors of the security for performance.

#### **38. LIQUIDATED DAMAGES.**

38.1 If the contractor fails to complete the work or a designated part thereof by the stipulated completion date for such part or whole, he shall pay liquidated damages at one-tenth or one percent of the contract value for each incomplete part per day of delay in completion thereof.

38.2 The amount of liquidated damages shall, however, be subject to a maximum of ten percent of the contract value.

38.3 Delays in excess of one hundred days in completion of the work or a designed thereof will be a cause for termination of the contract and forfeiture of all security for performance.

#### **39. FORCE MAJEURE.**

39.1 Neither party shall be liable to the other for any loss or damage occasioned by or arising out of acts of God, such as unprecedented flood, volcanic eruption, earthquake or other convulsion of nature, and other acts restricted to invasion, the act of foreign countries, hostilities or warlike operations before or after declaration of war, rebellion military which prevent performance of the contract and which could not have been foreseen or avoided by prudent persons.

#### **40. ASSIGNMENT OF CONTRACT.**

40.1 Assignment of the contractor is not permissible.

#### **41. SUB-LETTING.**

41.1 The contractor shall not without the written consent of the Engineer-in-charge sublet any portion of the contract. Any sub-letting shall in no way absolve the contractor of any of his responsibilities under this contract.

#### **42. EXTENSION OF TIME.**

42.1 Time shall be considered as the essence of the contract. If, however, the failure of the contractor to complete the work as per the stipulated dates arises from delays on the part of Government in supplying the materials or equipments it has undertaken to supply under the contract or from delay in handing over sites, or from increase in quantity of work to be done under the contract, or force majeure, an appropriate extension within one month of the cause of such delay and in case before expiry of the contract period.

#### **43. COMPENSATION FOR DELAY.**

43.1 If the contractor fails to complete all items or work in respect of any of the sub-group/group and/or work as a whole, as the case may be and specified in the contract, before expiry of the period(s) of completion as stipulated in the aforesaid schedule, or any extended period (not due to the

fault of the contract) as may be allowed, he shall without prejudice to any other right or remedy of the department on account of such default pay compensation as stipulated in the contract.

43.2 Should, however the contractor achieve the completion of the entire works as a whole under the contract within the time as stipulated in the contract, or in the extended time (not due to reasons of default on the part of the contractor) as may be accorded, the Department will refund to him the amount of compensation recovered from him, if any, in respect of delay in the non-completion of work(s) under the individual group/sub-group as aforesaid in full. In this regard the decision of the Engineer-in-charge shall be final and binding.

43.3 The amount of compensation may be adjusted/withheld/deducted or set off against any sum payable to the Contractor under this.

#### **44. SETTLEMENT OF DISPUTES.**

44.1 Any dispute(s) or difference (s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

44.2 If any dispute or difference of any kind whatsoever shall arise between the Engineer-in-charge and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, be referred to and settled by the Chief Engineer, who, within a period of thirty (30) days after being requested by both parties to do so, shall give written notice of his decision to the Engineer-in-charge and the Contractor.

44.3 Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence.

#### **45. CONTRACT DOCUMENT AND MATTERS TO BE TREATED AS CONFIDENTIAL.**

46.1 All documents, correspondence, decisions and orders concerning the contract shall be considered as confidential and/or restricted in nature by the contractor and he shall not divulge or allow access to them by any unauthorized person.



**FORM OF BANK GUARANTEE IN LIEU OF INITIAL SECURITY DEPOSIT IN INDIVIDUAL CONTRACT**

**(On Bank's Letter head with adhesive stamp)**

In consideration of the Public Health Engineering Department, represented by the Additional Chief Engineer (hereinafter called "the Department" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of Contract No, \_\_\_\_\_ dated \_\_\_\_\_ made between *M/s.* \_\_\_\_\_ a company under the Companies Act, 1956 and having it's a registered office at \_\_\_\_\_ in the state of \_\_\_\_\_ (herein after called the said contractor which expression shall unless the context requires otherwise include its successors and assigns) and the Department in connection with

\_\_\_\_\_ (hereinafter called the 'said contract') to accept a Deed of Guarantee as herein provided for Rs. \_\_\_\_\_ from a Nationalized Bank in lieu of the security deposit to be made by the contractor or in lieu of deduction to be made from the Contractor's bill, for the due fulfillment by the said contractor of the terms and conditions contained in the said contract and we ("The said Bank") having our registered office at \_\_\_\_\_ do hereby undertake and agree to indemnify and keep indemnified the Department from time to time to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage, cost charges and expenses caused to or suffered by or that may be caused to or suffered by the Department by reasons of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by the Department on demand and without demur to the extent aforesaid.

2. We (the said Bank) \_\_\_\_\_ further agree that the Department shall be made the sole judge of and as to whether the Said contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Department that the said contractor has committed such breach or breaches and as in the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation from time to time shall be final and binding on us.

3. We (the said bank), further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till all the dues of the Department under the said contract or by virtue of any of the terms and conditions governing the said contractor have been fully paid and its claim satisfied or discharged and till \_\_\_\_\_ certified that the terms and conditions of the said contract have been fully and properly, carried out by the said contractor and accordingly discharges this guarantee subject, however, that the Department shall have no claim under this Guarantee after \_\_\_\_\_ years from the date of expiry of the Defects Liability period is provided in the said contract or from the date of cancellation of the said contract, as the case may be, unless a notice of the claim under this guarantee, has been served on the Bank before the expiry of the said period of \_\_\_\_\_ years to which case the same shall be enforceable against the Bank notwithstanding the fact, that the same shall be enforced alter expiry of the said period of \_\_\_\_\_ years.

4. The Department shall have the fullest liberty without effecting in any way the liability of the Bank under this Guarantee of Indemnify from time to time, to vary any of the terms and conditions of the said contract or to extend time of performance by the said contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said contract and either to

enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to the department and the said bank shall not be released from its liability under these presents by any exercise by the Department of liberty with reference to the matters aforesaid or by reason of time being given to the said contractor or any other forbearance, act or omission on the part of the Department to the said contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the bank from its such liability.

5. It shall not be necessary for the department to proceed against the contractor before proceeding against the bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Department may have obtained or obtain from the contractor shall at time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

6. We ( the said Bank), lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Department in writing and agree that any change in the Constitution of the said contractor or the said bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods as receiving instruction from \_\_\_\_\_ on whose behalf this Guarantee is issued.

In presence of:

for and on behalf of the Bank

Witness\_ \_ \_ \_ \_  
\_\_\_\_\_

Bank's Common Seal

**FORM OF BANK GUARANTEE TO SECURE A LUMP SUM ADVANCE**

(On Bank's Letter head with adhesive Stamp)

To,

(Name of the Project/Unit)

In consideration of Public Health Engineering Department, represented by \_\_\_\_\_ (Name of the Project/Unit) (hereinafter called the Department which expression shall unless repugnant to the subject or upon text include its administration, successors and assigns) having agreed under the terms and conditions of the Contract No. \_\_\_\_\_ made between M/s. \_\_\_\_\_ a company under the companies Act, 1956 and having its a registered office at (hereinafter cancelled "the Contractor" which expression shall unless the context requires otherwise include its successors and assigns) and the Department in connection with a lump sum advance of Rs. \_\_\_\_\_ for utilizing it for the purpose of the contract on his furnishing a guarantee as herein provided from Nationalized Bank. we \_\_\_\_\_ bank (hereinafter referred to as the said work) having our registered office at \_\_\_\_\_ do hereby guarantee the due recovery by the Department of the said advance with interest thereon as provided, according to terms and condition the said contractor fails to utilize the said advance for the purpose of the contract and or the said advance together with interest thereon is not fully recovered by the Department, we \_\_\_\_\_ bank Ltd. Hereby unconditionally and irrevocably undertake to pay to the Department on demand and without demur to the extent of the said sum of Rs. \_\_\_\_\_ any claim made by the Department not being able to recover in full the sum or Rs. \_\_\_\_\_ with interest as aforesaid.

2. We \_\_\_\_\_ Bank further agree that the Department shall be sole judge of and as to whether the said contractor has not utilized the said advance or any part thereof for the purpose of the contract and the extent of loss or damage caused to or suffered by the Department on account of the said advance together with interest not being recovered in full and decision of the department that the said contractor has not utilized the said advance or any part thereof for the purpose of the contract and as to the amount of loss or damage caused to or suffered by the Department shall final and binding on us.

3. We, the said bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till said advance with interest has been fully recovered and its claims satisfied or discharged and till Department certified that the said advance with interest has been fully recovered from the said advance with interest has been fully recovered from the said contractor, and accordingly shall have no claim under this guarantee after \_\_\_\_\_ days/months from the date of satisfactory completion of the said contract (as per certificate issued by the department) whichever is earlier unless a notice the claim under this guarantee has been served on the Bank before the expiry of the said period \_\_\_\_\_ days/months in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period of \_\_\_\_\_ days/months.

4. The "Department" shall have the fullest liberty without effecting in any way liability of the Bank under this Guarantee of Indemnify from time to time, to vary any of the terms and conditions of the said contractor or the advance of the extent time or performance by the said contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or the advance available to the department and the said Bank shall not be released from its liability under these presents by any exercise by the Department of the liberty with reference to the matters aforesaid reasons of time being given to the said contractor or any other forbearance, act or omission on the part of the Department or any indulgency by the department to the said contractor or of any



other matter or thing whatsoever which under the law relating to sureties would be for this provision have the effect or so releasing the Bank from its such liability.

5. It shall not be necessary for the department to proceed against the contractor before proceeding against the bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Department may have obtained or obtain from the contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

If any further extension of this Guarantee is required the same shall be extended to such required periods from \_\_\_\_\_ on whose behalf this guarantee is issued.

Witness \_\_\_\_\_  
Date this \_\_\_\_\_ day of \_\_\_\_\_ 2019 for and on behalf of the Bank.

Common seal of the Bank

The above Guarantee is accepted by the department. For and on behalf of the Department.

Dated \_\_\_\_\_ (name and designation)

\* For Proprietary Concerns:

Shri. \_\_\_\_\_ S/o. \_\_\_\_\_ resident of \_\_\_\_\_ carrying on business under the name and the style of \_\_\_\_\_ at \_\_\_\_\_ (hereinafter called "The Contractor" which expression shall unless the context required otherwise include his heirs, executors, administration and legal representative).

\* For Partnership Concerns:

M/s. \_\_\_\_\_ with its registered office at \_\_\_\_\_ (hereinafter called "The Contractor" which expression shall unless context requires otherwise include their heirs, executors, administration and legal representative), the names of their partner being.

- 1) Shri. \_\_\_\_\_ S/o. \_\_\_\_\_
- 2) Shri. \_\_\_\_\_ S/o. \_\_\_\_\_

\* For Companies"

M/s. \_\_\_\_\_ a company under the companies Act, 1956 and having its registered office at \_\_\_\_\_ in the state of \_\_\_\_\_ (hereinafter called "The Contractor" which expression shall unless the context requires otherwise include its administrators/ successors and assigns)

**Payment Schedule**

**1. For Equipments/Machineries:**

- a) Recoverable advance not exceeding 20 percent of the contract value of cost or equipments/ machineries may be payable as advance payment against submission of Bank guarantee or equal amount from any Nationalized Bank.
- b) Contract value of cost of machineries will be released on receipt of the equipment/ machineries at the site through door delivery. The machineries shall only be dispatched after due inspection and acceptance of the machineries' performance by the department.

**2. For Works:**

- a) 90% after erection of machineries/ equipments and the balance 10% commissioning of the machineries/ equipments.

(SECTION-4)

1. INTENT OF SPECIFICATIONS:

1.1 The specification is intended to cover the work Supply, Installation Testing and Commissioning of 1(One) No. of Microprocessor based Solid state controller (MBSC) Change over panel including cables and all accessories complete for Tura phase-I&II w/s/s involving design, manufacture, testing at manufacturer's works and delivery properly packed and painted for transport including drives and other accessories as specified hereinafter and as required for safe operation.

2. SPECIFICATION TO BE FOLLOWED:

2.1 The design, manufacture, inspection, testing, commissioning and performance of MBSC. Changeover panel, specification and accessories shall comply with all currently applicable statutes, regulations and safety codes. The equipments shall also confirm to the latest edition of the codes and standards. Nothing in this specification shall be construed to relieve the Contractor of this responsibility.

3. SCOPE OF WORK.

3.1 The work under Supply, installation testing and commissioning of 1(One) No. of Micro processor based solid state controller (MBSC) Change over panel including cables and all accessories complete for Tura phase-I&II w/s/s which includes, design. manufacture, supply. installation. testing and commissioning of MBSC, change over panel (Ltd) specified Cables and other accessories including dismantling of existing installations.

4. DETAIL OF EXISTING INSTALLATIONS OF PUMPS & MOTORS.

4.1 Pumps.

- Make	Kiloskar Brothers Ltd.
- Type	MLA 8 Stage
- Delivered Head	3 10m
- Discharge	65Lps
- Size	150mm x 175mm
- Speed (rpm)	1475 Rpm
- Pump Input	26 1.90 Kw
1- No. of units installed	3 Nos.
1- No. of units in operation at a time in the ultimate stage	2 Nos.

Materials of construction	
- Casing	CI
- Impeller	Bronze
- Shaft	CS IS 1570-40C8 HOT RLD
- Sleeve	ST ST ASTMA-276-4 1034 OBHN

4.2 Motor.

- Make	Siemens
- Type	IRA 2266-4
- Frame	
- KW Rating	300
- Speed	1475 RPM
- Voltage	415 Voltage
- Current	505 Amp
- Enclosure	IP 23
- Duty	SI
- Class of insulation	B
- Temperature	Ambient

#### 4.3 Motor Control Centre.

Motor Control Centre	L&T Make Motor Control Centre comprises of 2 Incomer unit, 1 bus coupler and 2x3 outgoing feeder unit fitted and necessary switch gears including y standing
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#### 4.4 Valve.

(i) Suction Side - Suction valve	2x3x175mm dia. Sluice Valve with spur gear and hand wheel having a working pressure of 47 Kg/cm
(ii) Delivery Side - Delivery Valve	2x3x150mm dia. Sluice Valve with spur gear and hand wheel having a working pressure of 47 Kg/cm
- Non Returning Valve	2x3x150mm dia. Non-Returning Valve having a working pressure of 47 Kg/cm

#### 4.5 Cable.

From MVCC to individual motors for Y standing

DETAILED SPECIFICATION FOR SUPPLY, INSTALLATIONS TESTING AND  
COMMISSIONING OF MBSC, CHANGE OVER PANEL, CABLES AND ALL  
ACCESSORIES

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NAME OF THE WORK Supply, Installation Testing and Commissioning of  
Microprocessor Based Solid Start Controller (MBSC)  
Change Over Panel (L&T make) specified cables and all  
accessories complete for Tura Phase-II W/S/S.

QUANTITY 1eOne) set  
NAME OF THE SCHEME :- Tura Phase - II W/S/S.

TECHNICAL SPECIFICATION (MBSC, CHANGE OVER PANEL, CABLES ALL  
ACCESSORIES)

1. Complete Microprocessor Based Solid state controller (MESC) with necessary metering units and devices suitable for 400 H.P. Pumps and motors ( Preferably Delta Electronics make or reputed company)
  - a) Robust and compact mechanical design with easy connections.
  - b) Built in DC - Choke for reduced harmonics and maximum voltage utilization.
    - Integrated EMC filler category C3 as standard.
    - Speed controlled fans for extended equipment lifetime.
    - Built in brake chopper option.

SPECIFICATION:-

- a. For all AC Motor variable torque applicant with advanced magnetic flux vector control
- b. Sleep PID function for every saving.
- c. Starting torque upto 110% with V/F control for fan 7 pumps
- d. Network capabilities: Optional card for communications, C.C Link, profibus, profinet, Ion works.
- e. Directly connected multiple drives with GOT (HMI) Controlling & Monitor.
- f. Built in pump controller for cascaded pump control.

2. CHANGE OVER PANEL (L&T make)

The panel board should be dust & vermin proof free standing, side extendable, fabricated with 2mm Tata Galveno Sheet consisting of the following incoming & outgoing feeders:-

- |    |   |       |
|----|---|-------|
| a. | 1000A TP SOKA Microprocessor based MDO type ACB | 1No.  |
| b. | 1600 A On-Load Change Over Switch               | 1Nos. |
| c. | 3 PH VAF-PF METER                               | 2Nos. |
| d. | Indicator                                       | 6Nos. |

3. PVC INSULATED ARMORED HEAVY DUTY ELECTRIC CABLE WITH  
ALUMINUM CONDUCTOR 1100 VOLT GRADE (Reputed companY make)

- a. 300mm - 3 ½ core
- b. 400mm - 3 ½ core
- c. 630mm - 3 ½ core

4. All Accessories for fitting fixing cables such as copper lugs, gland, nuts & bolts, Pvc tape, amp tape etc.