



## **TELANGANA STATE ELECTRICITY REGULATORY COMMISSION**

5<sup>th</sup> Floor, Singareni Bhavan, Red Hills, HYDERABAD – 500 004

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### **NOTICE INVITING TENDER**

TSERC is constructing an Office building at Kalyan Nagar, Hyderabad. Civil structure is now in final stage. The building is poised for achieving Super Energy Conservation Building Code (**Super ECBC**) complied, Net Zero Energy Building (**NZEB**) and is poised for achieving Platinum standard of Indian Green Building Code (**Platinum of IGBC**). Presently TSERC is inviting tenders for supply, installation and commissioning of the following items:

- 1 Internal and external Electrification including DG Set and excluding conduit pipes laid in brick work and slabs
- 2 Supply and laying of LAN, Networking and Communication systems
- 3 CCTV surveillance systems
- 4 Fire Fighting system
- 5 Hydro Pneumatic pumps
- 6 Uninterrupted Power Supply systems
- 7 Sewerage Treatment Plant for 7 KLD (Other than Civil works)
- 8 Integrated Building Maintenance System

**Note: Tender inviting authority at its discretion can add / delete any of the items mentioned above.**

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TELANGANA STATE ELECTRICITY REGULATORY COMMISSIONS (TSERC)

**HYDERABAD – 500 004**

**NOTICE INVITING TENDERS (NIT) NO. TSERC/OB/NZEB/02/e-tender Package II**  
**Dt.07.12.2023**

1	Department Name	Telangana State Electricity Regulatory Commission
2	Tender Notice No.	TSERC/OB/NZEB/02/e-tender Package -II Dt.07.12.2023
3	Name of the Project	Construction of “Vidyut Nyantran Bhavan” as per Super ECBC Net Zero Energy Building Concept.
4	Name of the Work	<p>TSERC- Package - II,</p> <ol style="list-style-type: none"> <li>1. Internal and external Electrification including DG Set and excluding conduit pipes laid in brick work and slabs</li> <li>2. Supply and laying of LAN, Networking and Communication systems</li> <li>3. CCTV surveillance systems</li> <li>4. Fire Fighting system</li> <li>5. Hydro Pneumatic pumps</li> <li>6. Uninterrupted Power Supply systems</li> <li>7. Sewerage Treatment Plant for 7 KLD (Other than Civil works)</li> <li>8. Integrated Building Maintenance System</li> </ol> <p>For TSERC office building at Kalyan Nagar Hyderabad as per Super ECBCNet Zero Energy Building Concept</p>
5	Estimated Contract Value (ECV)	Not applicable
6	Period of Contract	<b>3 months</b>
7	Form of Contract	class I contractor having work experience of 315 kVA or above
8	Bidding Type	Open
9	Bid call (Nos.)	Short call
10	Tender Category	Works
11	Type of quotation	Quoted tender rate
12	Transaction Fee Payable to ‘TSTS’.	As indicated on <i>e-procurement</i> platform (to be paid online) as indicated at Sl.No.22 of this table.
13	Bid Processing Fee	Not Applicable
14	Bid Security (i.e., EMD)	<p><b>Rs.3,00,000/-</b></p> <p>Payable online through NEFT / RTGS / Net banking / Credit card / Debit card on e-procurement platform from Nationalised /Public/Scheduled banks. Unconditional and irrevocable BG is also acceptable issued by a Nationalised /Public/Scheduled bank with a validity of six months from the date of NIT in favour of TSERC, The copy of the BG shall be scanned and uploaded while submitting the bid through e-procurement platform.</p>

15	Bid Submission	Online		
16	<b><u>Important Dates:</u></b>			
	Bid document downloading Start date & time	<b>07-12-2023 @ 1800Hrs</b>		
	Bid document downloading End date & time	<b>19-12-2023 @ 1100Hrs</b>		
	Pre bid Meeting	<b>11-12-2023 @ 1100Hrs</b> (clarification if any, may be addressed to email id: <a href="mailto:tsercnetzerobuilding@gmail.com">tsercnetzerobuilding@gmail.com</a> in advance and prior to pre-bid meeting date at TSERC Conference Hall.		
	Bid submission closing date and time	<b>19-12-2023 @ 1200 Hrs</b>		
	Bid Validity Period	120 days from the date of opening of PQB.		
	Pre-qualification/ Technical bid opening date & time (Qualification & Eligibility Stage)	<b>19-12-2023 @ 1300 Hrs</b>		
17	Price bid opening date & time (Financial bid stage)	<b>21-12-2023 @ 1100 Hrs</b>		
	<b><u>Geographical Particulars of the site:</u></b>			
	<b>Mandal</b>	<b>District</b>	<b>Assembly</b>	<b>Parliament</b>
	Khairatabad	Hyderabad	Jubilee Hills	Secunderabad
18	<b><u>Other Details:</u></b>			
	Tender Inviting Authority	Commission Secretary, TSERC		
	Address & contact details:	5 <sup>Th</sup> Floor, Singareni Bhavan, Red Hills, Lakdikapul, Hyderabad - 500 004. Phone: (040) - 23311125, 23311126		
	Bid opening Authority	Commission Secretary, TSERC		
	Place of Opening of Tenders: Telephone:	TSERC office located at 5 <sup>th</sup> Floor, Singareni Bhavan, Red Hills, Lakdikapul, Hyderabad - 500 004. Phone: (040) – 23311125, 23311126,		

19	<p><b>Eligibility Criteria:</b></p> <p>i) <b>Registration:</b> The bidder shall himself be registered as Class-I contractor or above registered by the competent authorities, or the bidder should have in his team a person with electrical class-I or above registration. The bidder should have completed project with 315 kVA or above of contract demand of above nature.</p> <p>ii) <b>Work Experience:</b></p> <p>(a) The bidder should have prior own experience of NZEB or super ECBC compliant or IGBC certified green building (with Gold or above standards) or LEED certified green building (with Gold or above standards), GRIHA certified green building (4 star or above standards) in supply and installation of any two items mentioned in package II of NIT.</p> <p>(b) <b>Experience:</b> The bidder should have satisfactorily completed in electrical related works of value not less than Rs. <b>2.00 crores</b> in any one year, during the last three (3) years, from government department or undertakings in the State of Telangana. The bidder should have completed project with 315 KVA or above of contracted demand of the above nature work. The certificate has to be issued by designated authority of state department or undertaking not below the rank of Divisional Engineer or equivalent. Preference will be given to the local bidders having experienced in Telangana state</p>
	<p>iii) <b>Financial Condition:</b></p> <p>(a) The bidder shall have Annual turnover certificate of Rs. 10.00 Crores issued and certified by CA along with Saral form in any one financial year during the last five financial years.</p> <p>(b) The bidder shall have Liquid Assets of Rs. 5.00 Crores in the form of solvency certificate shall be valid for a period of one year from the date of their issue.</p> <p>Note:</p> <p>iv) <b>Joint Venture:</b> The joint venture firms will also be acceptable on production of joint venture agreement concluded for the purpose of this work only.</p> <p>In case of joint venture, the prime member should have valid <b>Class-I electrical contractor certificate</b> the bidder should have completed project with 315 KVA of contracted demand of the above nature. . The share of the prime member of the joint venture group should be more than <b>51%</b>. The eligibility criteria will be considered on the basis of combined resources of all the members. Agreement will be concluded with the prime member of JV.</p> <p>v) Responsibility for correctness of the information submitted in the online bid lies with bidder. If any information furnished in the bid is believed or palpably false or proved to be false at a later date, the bid will not only be rejected but the bidder will be <b>BLACK LISTED</b>.</p> <p>vi) If non-eligible contractors participate in tenders, they will be disqualified.</p>

20	<p><b>Procedure for bid submission:</b></p> <ol style="list-style-type: none"> <li>a. The tender should be in the prescribed form which can be obtained from <a href="https://tender.telangana.gov.in">https://tender.telangana.gov.in</a> from the date of electronic publication up to the time and date indicated in the tender notice. The bidder would be required to register on the e-procurement market place i.e., <a href="https://tender.telangana.gov.in">https://tender.telangana.gov.in</a> and submit their bids online only. Offline bids are not acceptable. Those contractors who register themselves in the ‘e’ procurement market place can download the tender schedules.</li> <li>b. Intending bidders may approach the helpline in e-procurement platform and seek clarifications for submission of bids and any other such relevant information .</li> <li>c. The bidders who are desirous of participating in e-procurement shall submit their eligibility and qualification details, certificates, Technical bid, Financial bid, etc., in the standard formats prescribed in the tender documents, displayed at e-market place. The bidder shall sign on all pages of the documents, statements, relevant certificates, owning responsibility for their correctness/ authenticity and upload the scanned copies. The bidders should invariably upload the statement showing the list of documents, certificates, etc., uploaded in the “e” market place in support of their Technical bids.</li> <li>d. All the bidders shall invariably upload the scanned copies of proof of online payment (remittance)/BG towards EMD (payment made through Net banking/ RTGS/NEFT/credit card/debit card) in e-procurement system and this will be the primary requirement to consider the bid responsive, that is to process bid further in e-procurement and to consider its eligibility.</li> <li>e. Bid evaluation of the bidders would be done solely based on the uploaded certificates/ documents, online payment of EMD in the e-procurement system.</li> <li>f. The bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by Digital certificate of the bidder will not be accepted on the e-procurement platform following the G.O.Ms.No.6, IT &amp; C Department, Dated 28.02.2005.</li> <li>g. Hard copies: <ul style="list-style-type: none"> <li>• Submission of original hard copies of the uploaded scanned copies of documents by participating bidders to the tender inviting authority before opening of the price bid is dispensed as per G.O.Ms.No.174, Irrigation &amp; CAD (PW-Reforms) Department, dated 01.09.2008.</li> <li>• The successful bidder will be notified for submission of original hardcopies of all the uploaded documents prior to issuing of Purchase Order (PO)/Letter of Intent (LOI).</li> <li>• The successful bidder shall invariably furnish the original proof of online payment (Remittance)/BG towards EMD, hard copies of certificates/ documents of the uploaded scanned copies such as registration certificate, experience certificates for similar works and minimum quantities, liquid asset/ credit facilities/ solvency certificate, EPF, GST registration certificates, etc., to the tender inviting authority, up on intimation, prior to issue of <b>Letter of Intent</b>, to the tender inviting authority, either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder.</li> <li>• The TSERC will not take any responsibility for any delay in receipt/non-receipt of the same. On receipt of documents, the TSERC shall ensure the genuineness of the certificates/documents uploaded by the bidder in e-procurement system, in support of the qualification criteria before issue of PO/LOI.</li> </ul> </li> <li>h. If any successful bidder fails to submit the original hard copies of uploaded certificates/documents within the stipulated time or if any variation is noticed between the</li> </ol>
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	<p>uploaded documents and the hard copies submitted by the bidder, <u>the successful bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years and the EMD will be forfeited.</u></p> <p>The e-procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger/recommendation by the tender inviting authority in the system. Besides this, TSERC shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the works/projects by TSERC</p> <p>i. The successful bidder is requested to get a confirmed acknowledgement from the tender inviting authority as a proof of Hardcopies submission to avoid any discrepancy.</p>
21	<p><b>Statutory Requirements:</b></p> <p><u>The Bidder shall fulfil the following statutory requirements:</u></p> <p>a) Copy of Class-I contractor or above registered by the competent authorities, or the bidder should have in his team a person with electrical class-I or above registration. The bidder should have completed project with 315 kVA or above of contract demand of above nature.</p> <p>b) <b><u>Income Tax:</u></b> The contractor shall furnish their copy of Permanent Account Number (PAN) card and copy of latest income tax return (AY 2022-2023) submitted, along with the proof of acknowledgement.</p> <p>c) <b><u>EPF &amp; GIS:</u></b> The contractor shall comply with the statutory labour rules and regulations that is EPF, GIS, CLARA etc., as applicable/in force and shall furnish the original returns and information as may be specified from time to time.</p> <p><b><u>GST:</u></b> The contractor shall furnish their copy of valid GST registration certificate issued by concerned authorities along with relevant SAC/HSN code from the Commercial Tax Department. The quoted tender rate shall be exclusive of GST. GST as applicable as on date shall be indicated separately in each invoice and the same will be paid to the contractor. The contractor shall remit the applicable GST to the concerned department and produce documentary evidence. Latest monthly or quarterly return for GST as may be applicable and available shall be produced as documentary evidence.</p> <p>d) <b><u>Taxes &amp; Cess etc.:</u></b> The quoted tender rate shall be inclusive of <b>all taxes, duties</b> <u>seigniorage and local cess/charges, labour cess, payment towards NAC, EPF, insurance, SMET, DMET etc., as applicable payable to the government/ quasi-government bodies excluding GST and will be recovered at rates fixed by competent authority from time to time from the contractor bills and will be paid to the government/concerned authorities.</u></p> <p><b>Agreement will not be concluded without meeting the above statutory norms.</b></p>
22	<p><b>Other Payments to be made:</b></p> <p>Apart from the Bid Security (EMD) the bidder shall be liable to pay the following:</p> <p>a) <b><u>Transaction fee:</u></b> The participating bidders have to electronically pay a non-refundable Transaction fee i.e., 0.03% of quoted tender rate plus 18.00% GST to M/s. TSTS, the service provider, through Payment Gateway Service on e-Procurement platform, as indicated in e-procurement platform at the time of bid submission.</p> <p>b) <b><u>Corpus Fund:</u></b> Successful bidder has to pay corpus fund @ 0.04% of quoted tender rate with a cap of Rs.10,000/- (Rupees ten thousand only), for all works with ECV upto Rs.50 crore, and Rs.25,000/- (Rupees twenty five thousand only) for works with ECV above Rs.50 crore, plus applicable GST, through demand draft in favour of Managing Director, TSTS, Hyderabad, towards corpus fund at the time of concluding agreement. There shall not be any charge towards e-procurement fund in case of works, goods and services with quoted tender rate less than and upto Rs.10 lakh.</p>

23	<p><b>Documents to be scanned &amp; uploaded:</b></p> <ol style="list-style-type: none"> <li>The bidder shall scan and upload all the required documents/ Experience certificates / statements along with copies of registration of EPF, GST, Solvency certificate, etc.</li> <li>The bidder is liable to be disqualified, if it is found that the bidder have <ul style="list-style-type: none"> <li>been black listed/ debarred / withheld / suspended / terminated for any kind of work in any governments/PSU/government corporations/ govt companies/ autonomous bodies and having litigation history and cases pending / contemplated / instituted against the firm in preceding 5 years</li> <li>misled or furnished false information in the forms / Statements/ Certificates submitted in proof of qualification requirements.</li> <li>hidden a negative record of performance such as abandoning of work, not properly completing of earlier contracts, inordinate delay in completion of works, litigation history, financial failures and penalties imposed.</li> </ul> </li> <li>If such discrepancies mentioned above are found, even during the execution of work, the contract is liable to be terminated and the bidder will be black listed and the bid security will be forfeited. The work will be carried out through any other agency for which the bidder shall be liable for all the cost and consequences.</li> </ol>
	<p><b>Tender Document:</b></p> <ol style="list-style-type: none"> <li>The TSERC desires that the bidder shall download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if any from the tender inviting authority. Any offline bid submission clause appearing in the tender document may be treated as not included.</li> <li>The bidder has to check <a href="http://www.tender.telangana.gov.in">www.tender.telangana.gov.in</a> or <b>TSERC website (<a href="http://www.tserc.gov.in">www.tserc.gov.in</a>)</b> from time-to-time to keep track of any changes to the work/ tender conditions, by viewing the Addendum/Corrigendum issued by the tender inviting authority. The TSERC shall not be responsible for any claims made on erroneous understanding/problems confronted on such erroneous understanding arising out of not noticing the e-procurement platform, TSERC website.</li> </ol>
24	<p><b>The bidder shall furnish the declaration that:</b></p> <ol style="list-style-type: none"> <li>The bidder has not been black listed/ debarred / withheld / suspended / terminated for any kind of work in any governments/PSU/government corporations/ govt companies/ autonomous bodies and having litigation history and cases pending / contemplated / instituted against the firm in preceding 5 years in any department due to any reasons.</li> </ol>
	<ol style="list-style-type: none"> <li>The bidder has not been demoted to lower category in any department for not filing the tenders after buying the tender schedules in a whole year and their registration had not been cancelled for a similar default in two consecutive years.</li> <li>The bidder will explicitly agree to get disqualified themselves for any wrong declaration in respect of the above conditions and get their tender summarily rejected.</li> <li>The soft copies uploaded by them are genuine and that any incorrectness/ deviation noticed can be viewed seriously and apart from cancelling the contract duly forfeiting bid security including necessary action that can be initiated for disruption of works including suspension of business and/ or black listing.</li> <li><b><u>The Bidder has read tender specifications and all the pages/documents uploaded by the TSERC, understood the contents and will abide by them. The bidder whoever is bidding for the work is deemed to have signed on all the pages of the tender specification/ documents uploaded by the TSERC.</u></b></li> </ol>



25	<p><b>Bid Submission Acknowledgement:</b></p> <p>The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique ‘<b>bid submission number</b>’ after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the tender inviting authority for processing the bids. The Government of Telangana, M/s TSTS and TSERC are not responsible for submission of incomplete bids by the bidders.</p>
26	<p><b>Other relevant information:</b></p> <ul style="list-style-type: none"> <li>i. TSERC reserves the right to reject any or all the tenders without assigning any reasons thereof.</li> <li>ii. TSERC reserves the right to amend, vary or modify the tender and its conditions before the <u>closing of bid submission period</u>.</li> <li>iii. Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable.</li> <li>iv. The contractors have to upload the information preferably in Zip format.</li> <li>v. The contractor should upload scanned copies of the documents duly signing each and every page.</li> <li>vi. The conditions mentioned from Sl.No 1 to 27 are of prime importance.</li> <li>vii. Any clause from Sl.No. 1 to 27 above conflicts with other conditions in the tender document point no. (vi) above will stand prevail. Any other condition which is not specifically mentioned above and present in the tender document, the latter will prevail.</li> </ul>
27	<p><b><u>General terms and conditions:</u></b> AS PER BID DOCUMENT.</p>

**Commission Secretary**

2.
  - a) The bidders need to contact the e-procurement helplines for uploading their tenders or for any other clarifications relating to the portal.
  - b) The bidders need to register on the electronic procurement marketplace of government of Telangana that is [www.tender.telangana.gov.in](http://www.tender.telangana.gov.in). On registration on the e-procurement marketplace they will be provided with a user ID and password by the system using which they can submit their bids online.
  - c) While registering on the e-procurement marketplace, bidders need to scan and upload the required documents as per the tender requirements on to their profile.
  - d) Such uploaded documents need to be attached to the tender while submitting the bids
  - e) The rules and regulations of e-procurement marketplace need to be adhered to.
  - f) EMD shall be paid in favour of TSERC electronically Rs.3,00,000/- of work or on submission of unconditional and irrevocable bank guarantee issued by Nationalised / Scheduled Commercial Bank with a validity of six months from the date of NIT. EMD is exempted for MSMEs on production of proof.
  - g) The participating bidders shall electronically pay the transaction fee of Rs. xxx/- i.e., 0.03% of quoted tender rate plus 18.00% GST in favour of M.D., T.S.T.S Hyderabad, through the designated payment gateway for providing online payment service through e-procurement.
  - h) The payment of transaction fee by the participating bidders through the electronic payment gateway to the service provider is made mandatory as per G. O. Ms. No. 13 Information Technology & Communication Department, e procurement dated 05.07.2006 & and G. O. Ms. No. 11 IT & C department dated 05.05.2007.
  - i) The successful bidder shall pay online Rs. XXXX (i.e. @0.04% of quoted tender rate) in favour of MD, TSTS, Hyderabad, towards E-procurement Corpus Fund to be administered by TSTS, at the time of concluding the agreement.
3. Submission of original hard copies of the uploaded scanned copies of certificates / documents by participating bidders to the tender inviting authority before opening of the price bid is dispensed.

4. TSERC shall carry out the technical bid evaluation solely based on the uploaded certificates/ documents, in the e-procurement system and open the price bids of the responsive bidders.
5. TSERC will notify the successful bidder for submission of original hard copies of all uploaded documents, DD towards balance EMD / BG prior to entering into agreement.
6. The successful bidder shall invariably furnish the original DD towards balance EMD / BG, certificates / documents of the uploaded scanned copies to the tender inviting authority before entering into agreement either personally or through courier or post and the receipt of the same with in the stipulated date shall be the responsibility of the successful bidder. TSERC will not take any responsibility for any delay in receipt / non-receipt of original DD towards balance EMD / BG, certificates / documents from the successful bidder before the stipulated time. On receipt of document, TSERC shall ensure the genuinity of the original DD towards balance EMD / BG and all other certificates / documents uploaded by the bidder in the e-Procurement system in support of the qualification criteria before concluding the agreement.
7. If any successful bidder fails to submit the original Hard copies of uploaded certificates / documents, DD towards balance EMD/ BG within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-Procurement platform for a period of 3 years. The e-Procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger / recommendation by the tender inviting authority in the system. Besides this, TSERC shall invoke all the remedies including but not limited to criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the work under the tender including allied and ancillary works arising out of such tender taken up by the TSERC.
8. **Eligibility criteria for opening the Technical Bid:** The bidders shall submit the following in technical bid, without which their bids cannot be considered and evaluated.
  - (a) Copy of valid Class-I contractor or above registered by the competent authorities, or the bidder should have in his team a person with electrical class-I or above registration. The bidder should have completed project with 315 kVA or above of contract demand of above nature.

- (b) To furnish copy of PAN card.
- (c) EPF Registration certificate
- (d) ESI registration certificate
- i. Copy of latest income tax returns for the assessment year 2022-2023 submitted along with proof of receipt
- ii. The bidder should produce the Copy of Goods & Service Tax (GST) registration from commercial tax department
- iii. Latest monthly or quarterly return for GST as may be applicable and available.
- iv. Information regarding any litigation, with state departments or undertakings during the last five years, in which the tenderer is involved. A declaration to this extent is to be attached.
- v. The tenderers shall be required to furnish checklist and declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness / deviations noticed will be viewed seriously and apart from cancelling the work duly forfeiting the EMD, Criminal action will be initiated including suspension of business.

**Experience:** The tenderer should satisfactorily completed in electrical works of value not less than Rs. 2.00 crores in any one year, during the last three (3) years, from government department or undertakings in the State of Telangana. The bidder should have completed project with 315 KVA or above of contracted demand of the above nature work. The certificate has to be issued by designated authority of state department or undertaking not below the rank of Divisional Engineer or equivalent. Preference will be given to the local bidders having experienced in Telangana state.

- vi. The bidder should have prior own experience of NZEB or super ECBC compliant or IGBC certified green building (with Gold or above standards) or LEED certified green building (with Gold or above standards), GRIHA certified green building (4 star or above standards) in supply and installation of any two items mentioned in package II of NIT. Documentary evidence for the completion of building shall be submitted as proof certified by Indian Green Building Council (IGBC) or USGBC.
- vii. The bidder's team shall include one team member with ASHRAE/ISHRAE / LEED AP/IGBC AP/GRIHA CP either through a consent

letter or as an employee. In case of Consent, a declaration to be submitted mentioning the willingness to work with the respective bidder for the completion of the works assigned. The copy of certificate of ASHRAE/ ISHRAE /LEED AP/ IGBC AP/ GRIHA CP shall be submitted along with declaration letter.

- (l)** Annual turnover certificate of Rs. 10.00 Crores issued and certified by CA along with Saral form in any one financial year during the last five financial years.
  - (m)** Liquid Assets of Rs. 5.00 Crores in the form of solvency certificate shall be valid for a period of one year from the date of their issue.
9. The price-bids of such tenderers, who have complied with the eligibility criteria, will only be opened.
  10. If the office happens to be closed on the dates specified above, the respective activity will be performed at the designated time on the next working day without any notification.
  11. Under normal circumstances, correspondence is not entertained by TSERC as the Tender document itself is self explanatory. However, in case of any clarifications, the tenderers are requested to make use of the Pre-bid meeting.

## **INSTRUCTIONS TO TENDERERS**

### **A – GENERAL**

#### **Name of work:**

#### **1. Scope of work:**

a) Brief description of work: Package - II

- 1 Internal and external Electrification including DG Set and excluding conduit pipes laid in brick work and slabs
- 2 Supply and laying of LAN, Networking and Communication systems
- 3 CCTV surveillance systems
- 4 Fire Fighting system
- 5 Hydro Pneumatic pumps
- 6 Uninterrupted Power Supply systems
- 7 Sewerage Treatment Plant for 7 KLD (Other than Civil works)
- 8 Integrated Building Maintenance System

Location of Work: Vidyut Niyantran Bhavan (TSERC) at Kalyan Nagar, Hyderabad.

- b) ECV put to tender : Not applicable  
c) Period of completion : 3 Months

SSR adopted : Not applicable

f) Reimbursable Provisions.

- Technical Personnel : Nil  
Insurance Premium : Nil

- 1.1 The successful tenderer is expected to complete the work within the time period specified in the NIT.
- 1.2 The successful (L1) tenderer shall furnish the original hard copies of all the documents / certificates / statements uploaded by them before concluding the agreement.

#### **2. Firms Eligible to Tender:**

- 2.1 No relaxation will be given to any of the eligibility criteria.
- 2.2 The firms who
- i) Possess the valid registration in the class and category mentioned in the NIT and satisfy all the conditions therein.

- ii) Are not blacklisted or debarred or suspended by the state departments or undertakings for whatever the reason, prohibiting them not to continue in the contracting business.
- iii) Have complied with the eligibility criteria specified in the NIT are the eligible tenderers as per clause no 8 of NIT.

### 2.3 **Firms ineligible to tender:**

- i) A retired officer of the Government of Telangana or Government of India executing works is disqualified from tendering for a period of two years from the date of retirement without the prior permission of the state departments or undertakings.
- ii) The tenderer who has employed any retired officer as mentioned above shall be considered as an ineligible tenderer.
- iii) The contractor himself or any of his employees is found to be Gazetted Officer who retired from state departments or undertakings service and had not obtained permission from the state departments or undertakings for accepting the contractor's employment within a period of 2 years from the date of his retirement.
- iv) The contractor or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the state departments or undertakings as aforesaid before submission of the tender or engagement in the contractor's service.
- v) Contractor shall not be eligible to tender for works in the division / circle where any of his near relatives are employed in the rank of Assistant Engineer or Assistant designated authority of in and above on the Engineering side and Divisional Accounts Officer and above on the administrative side state departments or undertakings. The contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazetted / Non Gazetted, employees related to him. Failure to furnish such information tenderer is liable to be removed from the list of approved contractors and his contract is liable for cancellation.

**Note: Near relatives include**

1. Sons, step sons, daughters, and step daughters.
2. Son-in-law, and daughter-in-law.
3. Brother-in-law, and sister-in-law.
4. Brothers and Sisters.
5. Father and Mother.
6. Wife / Husband.
7. Father-in-law and Mother-in-law
8. Nephews, nieces, uncle and aunts
9. Cousins and
10. Any person residing with or dependent on the contractor.

### **3. Qualification data of the tenderers**

3.1 The tenderer shall furnish the following particulars in the formats enclosed, supported by documentary evidence as specified in the formats. In case no format is available, the tenderer, should furnish the applicable relevant content in the form of a format and non-absence of a format is not an excuse.

- a) Check slip to accompany the tender.
- b) Attested copies of documents relating to the registration as Class I contractor / firm, Grade "A" Licence issued by competent authorities, partnership deed, Articles of Association, Goods & Service Tax (GST) registration, PAN card, copy of latest income tax returns submitted along with proof of receipt.

#### **OR**

Attested copies of documents relating to the manufacturing certificate issued by registrar of firms / companies or certificate issued by the company to the authorised dealers, Form "C" issued by the Registrar of Firms / Companies, GST Registration, PAN card, copy of latest Income Tax returns submitted along with proof of receipt

3.2 Tenders from joint ventures are acceptable.

3.3 Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted if they have

- ✓ Furnished false / fabricated particulars in the forms, statements and / annexures submitted in proof of the qualification requirements and / or



- ✓ Not turned up for entering into agreement, when called upon.
  - ✓ Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and / or
  - ✓ Even while executing of the work, if found that the work was awarded to the Contractor based on false / fake certificates of experience, the Contractor will be blacklisted and work will be entrusted to any other contractor including but not limited to L2 if found suitable.
- 3.4 a) If the rates quoted by a tenderer is found to be either abnormally high or with in the permissible ceiling limits prescribed but under collusion or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected. However, if the bidders are technically qualifying, the Commission will conduct reverse bidding if necessary.
- b) A tenderer submitting a tender which the tender accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render him liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tenderer overall percentage should be based on the controlled prices for the materials, if any, fixed by the TSERC or the reasonable prices permissible for the tenderer to charge a private purchaser
- 4. One tender per tenderer:**
- 4.1 Each tenderer shall submit only one tender for the work. A tenderer who submits more than one tender will cause disqualification of all the tenders submitted by the tenderer.
- 5. Cost of tendering**
- 5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender and the tender inviting authority will in no case be responsible and liable for those costs.
- 6. Site visit.**

- 6.1 The tenderer, at the tenderer's own responsibility and risk is advised to visit and examine the site of work and its surroundings and obtain all information that may be necessary for preparing the tender for entering into a contract, for construction of the work. The costs of visiting the site shall be at the tenderer's own expense.

## **B. TENDER DOCUMENT**

### **7. Contents of tender document.**

7.1 One set of tender document comprises of the following:

#### **Technical bid**

Authenticated documents of

- 1) Notice inviting tenders (NIT)
- 2) Instruction to tenderers
- 3) Forms of tender and qualification information
- 4) Conditions of contract.
- 5) Specifications.
- 6) Drawings.
- 7) Forms of securities that is EMD, additional security etc.

**Price bid**                      Authenticated Bill of Quantities and Price bid.

### **8. Clarification on Tender Documents**

- 8.1 Under normal circumstances, correspondence is not entertained by TSERC as the tender document itself is self-explanatory. However, in case of any clarifications, the tenderers are requested to make use of the pre-bid meeting

### **9. Amendment to tender documents**

- 9.1 Before the last date for submission of tenders, the tender inviting officer may modify any of the contents of the tender notice, tender documents by issuing amendment / addendum.
- 9.2 Any addendum / amendments issued by the tender inviting officer shall be part of the tender document and it shall either be communicated in writing to all the purchasers of the tender documents or notified in the website of TSERC.
- 9.3 To give prospective tenderers reasonable time to take an addendum into account in preparing their bids, the tender inviting officer may extend if necessary, the last date for submission of tenders.

## **C. PREPARATION OF TENDERS**

### **10. Language of the tender**

- 10.1 All documents relating to the tender shall be in English language only.

### **11. Documents comprising the tender.**

- 11.1 The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids etc., in the standards prescribed in the tender documents, displayed at e marketplace. The bidders should upload the scanned copies of all the relevant certificates, documents etc., in the e marketplace in support of their technical bids. The bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity.

The technical bid evaluation of the tenderers will be done on the certificates / documents uploaded through online only towards qualification criteria furnished by them.

The technical bids will be opened online by the TSERC at the time and date as specified in the tender documents. All the statements, documents, certificates, DD uploaded by the tenderers will be downloaded for technical evaluation. The clarifications, particulars if any required from the bidders will be obtained in the conventional method by addressing the bidders. The technical bids will be evaluated against the specified parameters / criteria, same as in the case of conventional tenders and the technically qualified bidders will be identified. The result of technical bid evaluation will be displayed on the e marketplace, which can be seen by all the bidders who participated in the tenders.

### **12. Bid offer:**

- 12.1 The bidder should indicate individual item rates for each and every item listed in schedule. As such, the bidder should indicate individual item rates for each and every item listed in Schedule - 'A' (Bill of Quantities)
- 12.2 The bid offer shall be for the whole work and not for individual items / part of the work, if necessary negotiations will be done.

- 12.3 All duties, taxes, and other levies payable by the contractor as per state / central rules, shall be included in the tender rates quoted by the tenderer, however keeping in view the maximum reimbursable amounts specified in Part - II of price bid.
- 12.4 The tendered contract amount as computed based on individual rates is subject to variation during the performance of the contract in accordance with variation in quantities etc.

**13. Validity of tenders:**

- 13.1 Tenders shall remain valid for a period of not less than 120 days from the last date for receipt of Tender specified in NIT.
- 13.2 During the above mentioned period no plea by the tenderer for any sort of modification of the tender based upon or arising out of any alleged misunderstanding or misconceptions or mistake or for any reason will be entertained.
- 13.3 In exceptional circumstances, prior to expiry of the original time limit, the tender inviting officer may request the bidders to extend the period of validity for a specified additional period. Such request to the tenderers shall be made in writing. A Tenderer may refuse the request without forfeiting his E.M.D. A tenderer agreeing to the request will not be permitted to modify his tender, but will be required to extend the validity of his E.M.D for a period of the extension.

**14. Earnest Money Deposit & Performance Bank Guarantee**

- 14.1 The tenderer shall furnish, earnest money deposit (EMD) electronically for Rs.3,00,000/- only. Alternatively the tender may also submit an unconditional and irrevocable bank guarantee. MSMEs are exempted for payment of EMD on submission of requisite proof.
- 14.2 In addition to the EMD, the successful bidder shall furnish Performance security deposit for the 5% of the value of contract by way of bank guarantee or in the form of DD drawn on any nationalized banks in favour of **TSERC Fund, Hyderabad** at the time of concluding the agreement by the successful tenderer. The above performance bank guarantee shall be furnished within fifteen days from the date of receipt of Letter of Intent.
- 14.3 The performance bank guarantee (i.e., 5% of value of contract that

includes earnest money deposit and balance performance bank guarantee) will be released to the contractor after the defect liability period of 24 months (twenty four months) from the date of completion of work and based on the satisfactory performance certificate issued by the Commission Secretary or designated authority and after all defects, if any, shall have been made good to the satisfaction of the TSERC and according to the true intent and meaning thereof. This amount will not bear any interest.

- 14.4 If the successful bidder fails to submit the original DD towards balance EMD in favour of **TSERC Fund, HYDERABAD** within the stipulated time, the bidder will be suspended / disqualified from participating in the tenders on “eprocurement platform for a period of 3 Years from the date of bid submission. The suspension of tenderer shall be automatically enforced by the eprocurement system.” as per the G. O. Ms. No. 174 I and CAD (PW. Reforms) Department dated 01.09.2008
- 14.5 The tenderer shall invariably furnish the original DD towards balance EMD / BG to the tender inviting authority at the time of concluding agreement either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of the bidder. The TSERC will not take any responsibility for any delay or non-receipt.
- 14.6 The EMD of tenderers will be returned no sooner the tenders are finalised or end date of the tender validity period whichever is earlier.
- 14.7 The earnest money deposited by the successful tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender. The DD issued by nationalized bank furnished by the tenderer towards additional security amount shall be valid till the work is completed in all respects.
- 14.8 The E.M.D. shall be forfeited.
  - (a) If the tenderer withdraws the tender during the validity period of tender.
  - (b) In the case of a successful tenderer, if he fails to sign the agreement for whatever the reason.

14.9 In consideration of the orders of TSERC, to investigate and to take into account each tender and in consideration of the work thereby involved, all earnest monies deposited by the tenderer will be forfeited to TSERC in the event of such tenderer either modifying or withdrawing his tender at his instance within the said validity period of three months.

14.10 **RETENTION AMOUNT:**

- (i). Further, 7.5% (Seven and Half) of the value of work done will be recovered from each running bill towards retention amount for the due fulfillment of the contract. From the retention amount recovered from the running bills 5% of the value of work will be released to the contractor with the final bill and balance 2.5% will be released after completion of guarantee period of 24 months (twenty four months) from the date of completion of work and after all defects, if any, shall have been made good to the satisfaction of the TSERC and according to the true intent and meaning thereof. This amount will not bear any interest.
- (ii). Failure to enter into the required agreement or to make the security deposit as defined in the above paragraphs shall entail forfeiture of the earnest money deposit.

**15. Signing of tenders**

- 15.1 If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed **with** the partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorisation. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence. Tenders signed on behalf of G.P.A holder will be rejected.
- 15.2 The tender shall contain no alterations or additions, except those instructions issued by the tender inviting officer, or as necessary to correct errors made by the tenderer, in which case all such corrections shall be initialled by the person signing the tender.
- 15.3 No alteration as made by the tenderer in the contract form, the conditions of the contract, the drawings, specifications or statements / formats or quantities accompanying the same will be acceptable to the tender inviting officer and, if any such alterations are made the tender will be void.

- 15.4 Agreement will be entered in the name of lead partner of the joint venture (JV) and all the correspondence will be done with the lead partner of the JV.



## **D. SUBMISSION OF TENDERS.**

### **16. Submission of Tenders :**

The tenderer shall invariably ensure that the following are uploaded online.

- (a) The bidder shall himself be registered as Class-I contractor or above registered by the competent authorities, or the bidder should have in his team a person with electrical class-I or above registration. The bidder should have completed project with 315 kVA or above of contract demand of above nature.
- (b) Copy of PAN card, EPF
- (c) Copy of latest income tax returns for the assessment year 2022-2023 submitted along with proof of receipt
- (d) The bidder should produce the copy of GST registration from commercial tax department
- (e) Latest monthly/ quarterly return for GST
- (f) Information regarding any litigation, with any state departments or undertakings during the last five years, in which the tenderer is involved.
- (g) The tenderers shall be required to furnish **Checklist and declaration online** stating that the soft copies uploaded by them are genuine. Any incorrectness / deviations noticed will be viewed seriously and apart from cancelling the work duly forfeiting the EMD, Criminal action will be initiated including suspension of business.
- (h) **Experience:** The bidder should have Satisfactorily completed in electrical related works of value not less than Rs. **2.00 crores** in any one year, during the last three (3) years, from government department or undertakings in the State of Telangana. The bidder should have completed project with 315 KVA or above of contracted demand of the above nature work. The certificate has to be issued by designated authority of state department or undertaking not below the rank of Divisional Engineer or equivalent. Preference will be given to the local bidders having experienced in Telangana state
- (j) The bidder should have prior own experience of NZEB or super ECBC compliant or IGBC certified green building (with Gold or above standards) or LEED certified green building (with Gold or above standards), GRIHA certified green building (4 star or above standards) in supply and installation of items mentioned in package II of NIT . Documentary evidence shall be submitted as proof certified by Indian Green Building Council (IGBC) or USGBC.
- (k). The bidder's team shall include one team member with relevant certifying authority either through a consent letter or as an employee. In case of consent, a declaration to be submitted mentioning the willingness to work with the respective bidder for the completion of

the works assigned. The copy of certificate of shall be submitted along with declaration letter.

- (l). Annual turnover certificate of Rs. 10.00 crores issued and certified by CA along with saral form in any one financial year during the last five financial years.
- (m). Liquid assets of Rs. 5.00 crores in the form of solvency certificate shall be valid for a period of one year from the date of their issue.

16.1 The technical bid evaluation of the tenderers will be done on the certificates / documents uploaded through online only with regard to the qualification criteria furnished by them.

16.2 The tenderer has to submit the self-attested hard copies of all the uploaded documents within the stipulated time.

16.3 The successful bidder shall invariably furnish the hard copy original DD towards balance EMD/ BG to the tender inviting authority at the time of concluding the agreement either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of the bidder. TSERC will not take any responsibility for any delay or non-receipt.

16.4 The successful (L1) tenderer shall furnish the original hard copies of all the documents/certificates / statements uploaded by them before concluding the agreement

**17. Last date / time for submission of the tenders.**

17.1 Tenders must be submitted not later than the date and time specified in NIT. In the event of the specified date / time for the submission of bids declared as holiday, the bids will be received on the next working day.

17.2 The TSERC may extend the dates for issue and receipt of tenders by issuing an amendment in which case all rights and obligations of the TSERC and the tenderers will remain same as previously.

**18. Late tenders**

18.1 Any tender received after the last date / time prescribed in NIT will be summarily rejected.

**19. Modification to the tender**

19.1 No tenderer shall be allowed to modify his tender after the last date / time of submission of tenders.

## **E. TENDER OPENING AND EVALUATION**

### **20. Tender opening**

- 20.1 The tenders will be opened by the TSERC, Hyderabad on the dates mentioned in NIT. If the office happens to be closed on the dates, the opening of tenders gets automatically postponed to the next working date, the time being unaltered. Once the tenders are opened, they are enabled to see by the bidders.
- 20.2 The tender opening authority opens the tender on the day notified. Once the tender is opened, all the participating bidders can see the opened tender online.
- 20.3 The technical bid containing qualification requirements will be evaluated by the tender opening authority

### **21. Clarification on the technical bid**

- 21.1 The tender opening authority may call upon any tenderer for clarification on the statements, documentary proof relating to the technical bid. The request for clarification and response thereto shall be in writing and it shall be only on the qualification information furnished by the tenderer.
- 21.2 The tenderer if so desirous, shall agree in writing to furnish the clarification called for within the stipulated time and, failing which, the tenderer is aware that non-furnishing of such information makes his tender disqualified and the tender can be rejected on the said grounds.

### **22. Examination of technical bids and determination of responsiveness**

- 22.1 Evaluation committee of TSERC will evaluate the tenders.
- 22.2 If the technical bid of a tenderer is not satisfying the eligibility criteria it will be rejected by the evaluation committee of TSERC. However, the tender accepting authority detects any error in the evaluation of tenders by evaluation committee of TSERC, the tender accepting authority while returning the tenders may direct the evaluation committee of the TSERC as the case may be, to re-evaluate the tenders.
- 22.3 If any alteration is made by the tenderer in the tender documents, the conditions of the contract, the drawings, specifications or statements / formats or quantities the tender will be rejected.

- 23.** Non submission of documents indicates lack of the requirement and tantamounts to disqualification. No further correspondence is entertained in this regard. Therefore all the bidders should submit all the required and relevant documents.

**24. Price bid opening**

- 24.1 Only the price bids of qualified tenderers whose technical bids are found satisfying the eligibility criteria shall be opened on the date and time fixed. Once the price bids are opened, the status is visible online to the tenderers.
- 24.2 The price bid of the unqualified tenderers will not be opened and thereafter E.M.D will be returned to the tenderers by the portal itself.
- 24.3 Tenders shall be scrutinised in accordance with the conditions stipulated in the tender document. In case of any discrepancy of non-adherence conditions, the tender accepting authority shall communicate the same which will be binding both on the tender opening authority and the tenderer. In case of any ambiguity, the decision taken by the tender accepting authority on tenders shall be final.

**25. Evaluation and comparison of price bids**

- 25.1 TSERC will evaluate and compare the price bids of all the qualified tenderers.
- 25.2 Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest tenderer prior to finalisation of tenders may be accepted by the tender accepting authority.
- 25.3 Selection of tenderer among the lowest and equally quoted tenderers will be in the following order:

Even if the criteria incidentally become the same, the turnover on similar works and thereafter machinery available for the work and then the clean track record will be considered for selection.

Decision of TSERC is final in this regard and no correspondence will be entertained.

**26. Discrepancy in tender rate quoted.**

- 26.1 In case of any discrepancy between the overall tender amount quoted in words and figures, the amount quoted in words shall prevail. In case the tenderer has quoted overall tender amount only in words and not in figures or vice versa, such tender shall be treated as incomplete and rejected.

**27. Process to be confidential**

- 27.1 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced by the tender accepting authority. Any effort by a tenderer to influence the processing of tenders or award decisions may result in the rejection of his tender.
- 27.2 No tenderer shall contact the TSERC or any authority concerned with finalisation of tenders on any matter relating to its tender from the time of the tender opening to the time the contract is awarded. If the tenderer wishes to bring additional information to the notice of the TSERC, they can utilize the pre-bid meeting. In rare cases, email communication can be sent, but it is not binding on TSERC and may or may not accept the same.

## **F. AWARD OF CONTRACT**

### **28. Award criteria**

- 28.1 TSERC will award the contract to the successful tenderer who is found technically qualified as per the tender conditions and whose price bid is lowest.
- 28.2 The tender accepting authority reserves the right to accept or reject any tender or all tenders and to cancel the tendering process, at any time prior to the award of contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the reasons for such action.

### **29. Notification of award and signing of agreement**

- 29.1 The tenderer whose tender has been accepted, will be informed of the award of the work by the TSERC, prior to expiration of the tender validity period by registered letter. This letter (hereinafter and in the conditions of contract called "Letter of Acceptance") will indicate the sum that TSERC will pay the contractor in consideration of the execution, completion, and maintenance of the works by the contractor as prescribed in the contract (hereinafter and in the contract called the "contract amount").
- 29.2 When a tender is to be accepted the concerned tenderer shall attend the office of the TSERC on the date fixed in the letter of acceptance. Upon intimation being given by the TSERC, of acceptance of his tender, the tenderers shall make payment of the balance E.M.D., and additional security deposit wherever needed by way of demand draft obtained from a nationalised bank with a specific validity period (as decided by TSERC), and sign an agreement in the form prescribed by TSERC for the due fulfilment of the contract. Failure to attend the TSERC's office on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the EMD. The written agreement to be entered into between the contractor and the TSERC shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has been signed by the contractor and then by the proper officer authorised to enter into contract on behalf of the TSERC. The successful tenderer has to sign an agreement within a period of 15 days from the date of receipt of

communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

### **30. Corrupt or fraudulent practices**

30.1 TSERC require that the bidders / suppliers / contractors under TSERC financed contracts have to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, TSERC, define for the purposes of the provision, the terms set forth below as follows:

- (i) “corrupt practices” means the offering, giving, receiving or soliciting of anything of value to influence the action of a TSERC official in procurement process or in contract execution: and
  - (ii) “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 TSERC and includes collusive practice among tenderers (prior to or after tender submission) designed to establish in tender prices at artificial non-competitive levels and to deprive the TSERC of the benefits of free and open competition.
- i Will reject a proposal for award if it comes to a conclusion that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
  - ii Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time it comes to a conclusion that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the TSERC contract.
  - iii Furthermore, tenderers shall be aware of the provisions stated in the general conditions of contract.

## QUALIFICATION INFORMATION

Name of Work: **Package - II**

### Supply and installations of

- 1) Internal and external Electrification including DG Set and excluding conduit pipes laid in brick work and slabs
- 2) Supply and laying of LAN, Networking and Communication systems
- 3) CCTV surveillance systems
- 4) Fire Fighting system
- 5) Hydro Pneumatic pumps
- 6) Uninterrupted Power Supply systems
- 7) Sewerage Treatment Plant for 7 KLD (Other than Civil works)
- 8) Integrated Building Maintenance System

### CHECKLIST TO ACOMPANY THE TENDER

S. No	Description	Submitted Yes/No	Mention Page No. (see Note below)
1	2	3	4
1	Copy of certificate of Class-I contractor or above registered by the competent authorities, or the bidder should have in his team a person with electrical class-I or above registration. The bidder should have completed project with 315 kVA or above of contract demand of above nature.	Yes / No	
2	Copy of PAN card.	Yes / No	
3	Copy of EPF	Yes / No	
3	Copy of latest income tax returns for the assessment year 2022-2023 submitted along with proof of receipt	Yes / No	
4	Copy of Goods <u>and</u> Services Tax (GST) registration	Yes / No	
5	Latest Monthly /quarterly Return for GST.	Yes / No	
6	Information regarding any litigation, with state departments or undertakings during the last five years, in which the tenderer is involved.	Yes / No	



7	EMD / BG / Exemption certificate	Yes / No	
8	Online transaction fee in favour of M.D., T.S.T.S Hyderabad.	Yes / No	
9	Experience: The bidder should have Satisfactorily completed in electrical related works of value not less than Rs. <b>2.00 crores</b> in any one year, during the last three (3) years, from government department or undertakings in the State of Telangana. The bidder should have completed project with 315 KVA or above of contracted demand of the above nature work. The certificate has to be issued by designated authority of state department or undertaking not below the rank of Divisional Engineer or equivalent. Preference will be given to the local bidders having experienced in Telangana state	Yes / No	
10	Liquid assets of Rs. 5.00 crores in the form of solvency certificate shall be valid for a period of one year from the date of their issue.	Yes / No	
11	Annual turnover certificate of Rs. 10.00 crores issued and certified by CA along with Saral form in any one financial year during the last five financial years.	Yes / No	
12	The bidder should have prior own experience of NZEB or super ECBC compliant or IGBC certified green building (with Gold or above standards) or LEED certified green building (with Gold or above standards), GRIHA certified green building (4 star or above standards) in supply and installation of any two items mentioned in package II of NIT . Documentary evidence shall be submitted as proof certified by Indian Green Building Council (IGBC) or USGBC.	Yes / No	
13	Other Relevant Documents		

**Notes:-**

- 1) All the statements copies of the certificates, documents etc., enclosed/ attached to the technical bid and uploaded shall be given page numbers on the right top corner of each certificate, which will be indicated in

column (4) against each item. The statements furnished shall be in the formats appended to the tender document.

- 2) The information shall be filled-in by the tenderer in the checklist and all relevant formats and shall be enclosed to the technical bid for the purposes of verification as well as evaluation of the tenderer's compliance to the qualification criteria as provided in the tender document. All the certificates, documents, statements as per check-list shall be submitted by the tenderer.
- 3) The bidder shall sign all the statements / documents / certificates uploaded by him owing responsibility for their correctness / authenticity.
- 4) The successful (L1) tenderer shall furnish the original hard copies of all the documents / certificates / statements uploaded by them before concluding the agreement
- 5) Non submission of documents indicates lack of the requirement and tantamounts to disqualification. No further correspondence is entertained in this regard. Therefore all the bidders should submit all the required and relevant documents.

## **DECLARATION**

**Name of Work:** Package - II

Package - II

Supply and installations of

- 1) Internal and external Electrification including DG Set and excluding conduit pipes laid in brick work and slabs
- 2) Supply and laying of LAN, Networking and Communication systems
- 3) CCTV surveillance systems
- 4) Fire Fighting system
- 5) Hydro Pneumatic pumps
- 6) Uninterrupted Power Supply systems
- 7) Sewerage Treatment Plant for 7 KLD (Other than Civil works)
- 8) Integrated Building Maintenance System

to Vidyut Niyantran Bhavan (TSERC) at Kalyan Nagar, Hyderabad.

I / WE ..... have gone through carefully all the tender conditions and solemnly declare that the certificates or the documents uploaded by me / us are genuine and I / We will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, TSERC against us, if it is found that the statements, documents, certificates produced by me / us are false / fabricated.

I / WE hereby declare that, I / WE have not been blacklisted / debarred / suspended / demoted in grade by any department in the government of TELANGANA including the state undertakings or in any other state including government of India and its undertakings due to any reasons whatsoever.

**Signature of the tenderer**

## **BANK GUARANTEE PROFORMA FOR EARNEST MONEY DEPOSIT**

Whereas ..... (Name of the contractor) (hereinafter called “the tenderer”) has submitted his tender response to NIT No:..... dated:..... for the work “.....” (Name of work) (hereinafter called “the tender”).

Known all men by those present that we ..... (Name and address of bank) ..... (hereinafter called “the bank”) are bound unto a sum of \* ..... for which payment will and truly to be made to the TSERC, the bank binds itself, his successors and assigns by this document.

Sealed with the common seal of the bank this ..... day of .....2023

The conditions of this obligation are:

- (1) If after opening the tender, the tenderer withdraws or modifies his bid during the period of bid validity specified in the form of tender.
- (2) If the tenderer having been notified of the acceptance of his bid by the TSERC during the period of validity.
  - (a) fails or refuses to execute the form of agreement in accordance with the Instructions to tenderers, if required, or
  - (b) fails or refuses to furnish the balance EMD and additional performance security in accordance with the instructions of tenderers.

We the above named bank undertake to pay to the TSERC up to the above amount upon receipt of TSERC authorised representative’s first written demand, without the TSERC having to substantiate their demand, provided that in their demand, the TSERC will note the amount claimed by them owing to the occurrence of one or both of the two conditions, specifying the occurred condition(s).

This guarantee will remain in force up to and including the date\*\* ..... after the deadline for submission of tenders as such deadline is stated in the Instructions to tenders or as it may be extended by the department, notice of which extension(s) to the bank is hereby waived. Any demand in respect of this guarantee should reach the bank not later than the above date.

DATE:

SIGNATURE OF THE BANK

WITNESS:

SEAL

-----  
(Signature, name and address)

-----  
\* The tenderer should insert the amount of the EMD in words and figures denominated in Indian rupee. This figure should be the same as shown in the NIT.

## **BANK GUARANTEE FOR BALANCE E.M.D**

Whereas\_\_\_\_\_

\_\_\_\_\_(name and address of the contractor) (hereinafter called “the contractor”) has undertaken, in pursuance of contract No: \_\_\_\_\_ dated: \_\_\_\_\_ to execute the work of \_\_\_\_\_ (name of work)

And whereas it has been stipulated by TSERC in the said contract that the contractor shall furnish to TSERC with a bank guarantee by a nationalised bank for the sum specified therein as balance EMD / EMD for compliance with tender obligations in accordance with the contract;

And whereas we have agreed to give the contractor such a bank guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to TSERC, on behalf of the contractor, up to a total of \_\_\_\_\_ (amount of guarantee) \_\_\_\_\_ (in words), such sum being payable and we undertake to pay to TSERC, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. Unequivocally, we guarantee the contractor to pay the sum demanded by TSERC.

This guarantee shall be valid up to ..... i.e., until 28 days from the date of expiry of the defect liability period.

Signature and seal of the guarantor\_\_\_\_\_  
Name of the bank\_\_\_\_\_  
Address\_\_\_\_\_  
Date\_\_\_\_\_



## **BANK GUARANTEE FOR ADDITIONAL FURTHER SECURITY**

Whereas \_\_\_\_\_ (name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract No: \_\_\_\_\_ dated: \_\_\_\_\_ to execute \_\_\_\_\_ (name of contract and brief description of works);

And whereas it has been stipulated by the TSERC in the said contract that the contractor shall furnish TSERC with a bank guarantee by a schedule bank for the sum specified therein as additional further security bank guarantee for compliance with obligations of TSERC in accordance with the contract;

And whereas we have agreed to give the contractor such a bank guarantee;

Now therefore we hereby affirm that we are the guarantor and responsible to TSERC, on behalf of the contractor, up to a total of Rs: \_\_\_\_\_ (amount of guarantee) \_\_\_\_\_ (in words), such sum being payable and we undertake to pay TSERC, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. Unequivocally, we guarantee the contractor to pay the sum demanded by TSERC.

This guarantee shall be valid up to and until 28 days from the date completion.

Signature and seal of the guarantor \_\_\_\_\_  
Name of the bank \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_





**ANNEXURE – I (B)**

**FORM OF SOLVENCY CERTIFICATE BY BANKS**

(From Nationalized Banks)

I, \_\_\_\_\_ Managing Director / Manager /  
General Manager / Agent of \_\_\_\_\_ Bank  
Limited do hereby certify that a \_\_\_\_\_  
\_\_\_\_\_ *[here the Names and addresses of the contractor]* to be  
solvent to the extent of Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_]  
\_\_\_\_\_] as disclosed by the information and record which  
are available with the aforesaid bank.

Place:

For the \_\_\_\_\_ Bank Date:

Signature of Bank Manager  
[Authorized to Sign]

FORMAT FOR EVIDENCE OF ACCESS TO OR  
AVAILABILITY OF CREDIT FACILITIES  
(From Nationalized Banks)

**BANK CERTIFICATE**

This is to certify that M/s. .... is a reputed company with a good financial standing. If the contract for the work namely..... is awarded to the above firm, we shall be able to provide over draft / credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract.

Signature of Sr. Bank Manager

Name of Bank  
Address of Bank

## ACCEPTANCE OF CONDITIONS OF TENDER

Date: .....

To  
Commission Secretary  
TSERC,  
Hyderabad

Sir,

I / We do hereby submit tender and if this tender be accepted, undertake to execute the following work viz providing Supply and installations of

- 1) Internal and external Electrification including DG Set and excluding conduit pipes laid in brick work and slabs
- 2) Supply and laying of LAN, Networking and Communication systems
- 3) CCTV surveillance systems
- 4) Fire Fighting system
- 5) Hydro Pneumatic pumps
- 6) Uninterrupted Power Supply systems
- 7) Sewerage Treatment Plant for 7 KLD (Other than Civil works)
- 8) Integrated Building Maintenance System

to Vidyut Niyantran Bhavan at Kalyan Nagar, Hyderabad as shown in the drawings and described in the specifications deposited in the office of the TSERC, Hyderabad, with such variations by way of alterations or additions to, and omissions from the said works and method of payment as provided for in the "Acceptance of Conditions of tender" for the sum of Rupees

.....  
..... or such other sum as may be arrived under the clause of the standard preliminary specifications relating to "Payment on lump-sum basis or by final measurement at unit rates"

2. I / WE have also quoted rates in schedule 'A' Part-I, annexed (in words and figures) for which I / we agree to execute the work when the lumpsum payment or specified otherwise, under the terms of the agreement is varied by payment on measurement quantities.

3. I / WE have quoted rate in schedule 'A' Part – I both in words & figures. In case of any discrepancy between the rates in words and figures, the rates quoted words only shall prevail.

4. I / WE agree to keep the offer in this tender valid a period of three month(s) mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me

/ us for any reasons whatsoever, the earnest money paid by me / us will be forfeited to TSERC.

5. I / WE hereby distinctly and expressly declare and acknowledge that, before the submission of my / our tender I / we have carefully followed the instructions in the tender notice and have read the TELANGANA Standard Specifications (T.S.S.S) and the preliminary specifications therein and the T. P. S. S. addenda volume and that I / we have made such examination of the contract documents and the plans, specifications and quantities and of the location where the said work is to be done, such investigation of the work required to be done, in regard to the material required to be furnished as to enable me / us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, in the said plans and specifications and distinctly agree that I / we will not hereafter make any claim or demand upon the TSERC based upon or arising out of any alleged misunderstanding or misconception / or mistake on my / our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.

6. I / WE shall not assign the contractor or sublet any portion of the same. In case if it becomes necessary such subletting with the prior permission (in writing) of the TSERC shall be limited to (1) labour contract, (2) material contract, (3) transport contract and (4) engaging specialists for special item of work enjoined in T.S.S.S

7. IF MY / OUR tender is not accepted the sum shall be returned to me / us on application when intimation is sent to me / us of rejection or at the expiration of three months from last date of receipt of this tender, whichever is earlier. If my / our tender is accepted the earnest money shall be retained by the TSERC as security for the due fulfilment of this contract. If upon written intimation to me / us by the TSERC's office, I / we fail to attend the said office on the date communicated or if upon intimation being given to me / us by the TSERC or acceptance of my / our tender, if I / we fail to make the additional security deposit or to enter into the required agreement as mentioned in the tender notice, then I / we agree the forfeit of the earnest money. Any notice required to be served on me / us here under shall be sufficiently served on me / us if delivered to me / us hereunder shall be sufficiently served on me / us if delivered to me / us personally or forwarded to me / us by email, sent by post to be it by registered, certificate of posting or ordinary post or left at my / our address as provided in by me / us in the tender submitted. Such notice shall if it is sent by post shall be deemed to have been served on me / us at the time when in due course of post it would be delivered at the address to which it is sent.

8. I / WE fully understand that the written agreement to be entered into between me / us and TSERC shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me / us and then by the authorised officer to enter into contract on behalf of TSERC.

9. I am /WE are professionally qualified and my / our qualifications are given below:

Sl. No.	Name	Professional qualification

10. I / WE will employ the following technical staff for supervising the work and will see that one of them is always at site during working hours, personally checking all items of works and pay extra attention to such works as required special attention (e.g.) main panel boards, cable connections etc.,

Sl. No.	Name of the members of technical staff proposed to be deployed at the site	Professional qualification

11. I / WE declare that I / we agree to recover the salaries of the technical staff actually engaged on the work by TSERC, from the work bills, if I / We fail to employ technical staff as per the tender condition.

## **TENDERERS / CONTRACTOR'S CERTIFICATE.**

- (1) I / WE hereby declare that I / we have perused in detail and examined closely the T. S. S. S, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I / we tender, before I / we submit such tender and agree to be bound and comply with all such specifications for this agreement which I / we execute with TSERC.
- (2) I / WE certify that I / we have inspected the site of the work before quoting my / our item wise rates , I / we are satisfied about the quality, availability and transport facilities for all the materials
- (3) I / WE am/are prepared to furnish detailed data in support of all my / our quoted rates, if and when called upon to do so without any reservations.
- (4) I / WE hereby declare that I / we will pay an additional security deposit in terms of conditions 3.6 of instructions to tenderers.
- (5) I / WE hereby declare that I am / we are accepting to reject my / our tender in terms of condition 3.7 of instructions to tenderers.
- (6) I / WE hereby declare that I / we will not claim any price escalation.
- (7) I / WE hereby declare that I am / we are accepting for the defect liability period as 24 months instead of 6 months under clause 28 of T. S. S. S.
- (8) I / WE declare that I / wE will not claim any extra amount towards any material used for the work other than the quoted works for respective schedule 'A' items.
- (9) I / WE declare that I / wE will execute the work as per the mile stone programme, and if I / wE fail to complete the work as per the mile stone programme I / we abide by the condition to recover liquidated damages as per the tender conditions.
- (10) I / WE declare that I / wE will abide for settlement of disputes as per the tender conditions.

## **DECLARATION OF THE TENDERER.**

- 1) I / WE have not been blacklisted/ debarred / withheld / suspended / terminated for any kind of work in any department in TELANGANA, Govt. of India and their undertakings due to any reasons.
- 2) I / WE have not been demoted to the next lower category for not filing the tenders after buying / downloading the tender schedules in a whole year and my / our registration has not been cancelled for a similar default in two consecutive years.
- 3) I / We declare that all the certificates / documents uploaded by me / us are genuine.
- 4) I / WE agree that the TSERC has the right to disqualify me / us for any wrong declaration in respect of the above and to summarily reject my / our tender.

Address of the Tenderer:

Phone No.:                      email ID:

Website if any

**CONTRACTOR**



## **CONDITIONS OF CONTRACT**

### **A. GENERAL**

#### **1. Interpretation:**

- 1.1 In interpreting these conditions of contract, singular also means plural, male also means female, and vice-versa. Headings have no significance. Words have their normal meaning under the language of the contract unless specifically defined. TSERC will provide instructions clarifying queries about the conditions of contract.

Provided that any word, phrase or expression defined in any of the applicable enactments, rules or regulations, which is for the time being in force and notified by the competent authority, shall have precedence over any meaning or definition provided by the TSERC.

- 1.2 The documents forming the contract shall be interpreted in the following order:
- 1) Definitions or meanings provided in any of the applicable enactments, rules and regulations.
  - 2) Agreement
  - 3) Letter of Acceptance, notice to proceed with the works
  - 4) Contractor's tender (technical bid)
  - 5) Conditions of contract
  - 6) Specifications
  - 7) Drawings
  - 8) Bill of quantities (Price-bid)
  - 9) Any other document listed as forming part of the contract.

#### **2. TSERC decisions:**

- 2.1 Except where otherwise specifically stated, TSERC will decide the contractual matters between the TSERC and the contractor.

#### **3. Delegation:**

- 3.1 TSERC may delegate or cancel the duties and responsibilities to any of its officers.

#### **4. Communications:**

- 4.1 Communications between parties, which are referred to in the conditions, are effective only when given in writing. A notice shall be effective only when it is delivered in terms of Indian Contract Act

## **5. Sub-contracting:**

- 5.1 If the contractor who has succeeded in the tender desires to sub-let a part of the work, he should disclose the same at the time of filing tenders itself or during execution, giving the name of the proposed sub-contractor, along with details of his qualification and experience. The tender accepting authority shall verify the experience of the sub-contractor and if the sub-contractor satisfies the qualification criteria in proportion to the value of work proposed to be sub-let, it may permit the contractor to handover such work. The total value of works to be awarded on sub-letting shall not exceed 50% of contract value. The extent of subletting shall be added to the experience of the sub-contractor and to that extent deducted from that of the main contractor.

## **6. Cooperation with other contractors and officials:**

- 6.1 The Contractor shall cooperate and share the site with other contractors, public authorities, utilities, and TSERC. The contractor shall also provide facilities and services for them as directed by TSERC.

## **7. Personnel:**

- 7.1 The contractor shall employ the required key personnel named in the schedule of key personnel to carry out the functions stated in the schedule or other personnel approved by TSERC. TSERC will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the schedule.
- 7.2 In case of failure to employ the required technical personnel by the contractor, such sum of the amount will be recovered from the contractor over and above the provision made from the contractor's bills as deemed fit by TSERC.
- 7.3 The technical personnel should be employed on full time basis as the personnel of the contractor and should be available at site not during the execution of the work but also whenever required by the TSERC authorities and to take instructions as to the execution of the work or to take any remedial measures on the work already completed, as have been required by TSERC. This

is not limited to TSERC itself but also any suggestions made by the Architect, Officers of TSGENCO or as directed by TSERC.

- 7.4 The names of the technical personnel to be employed by the contractor should be furnished in the statement enclosed separately preferably along with submission of the tender.
- 7.5 In case the contractor is already having more than one work on hand and has undertaken more than one work at the same time, he should employ separate technical personnel on each work. The contractor should have sufficient standby personnel so as to replace the absentee workforce to avoid delaying the work so as to adhere to the time lines suggested in the NIT. This is intended to shifting of personnel from one work to other and thus affecting both the works.
- 7.6 If the contractor fails to employ required, qualified and sufficient technical personnel, the work will be suspended or TSERC will engage the required technical personnel for proceeding with the work and recover the cost incurred thereof from the contractor.
- 7.7 If the TSERC asks the Contractor to remove a person who is a member of contractor's staff or his work force stating the reasons the contractor shall ensure that the person leaves the site forthwith and would never be associated with the work in the contract by any means.

## **8. Contractor's risks:**

8.1 Contractor is responsible for providing all safety equipment and ensure compliance of all safety measures at the site duly complying all statutory requirements in that regard. All risks of loss of or damage to physical property and of personnel injury and death as a result of noncompliance of safety precautions or otherwise, which arise during and in consequence of the performance of the Contract are the responsibility of the contractor and TSERC is not responsible for any kind of untoward incidents.

## **9. Contractor to execute the works:**

- 9.1 The contractor shall execute and commission the work in accordance with the specifications and drawings.

## **10. Power Supply**

- 10.1 The contractor shall make his own arrangements for obtaining power from the power supplying company, at his own cost. The

contractor will pay the bills of power supplying company for the cost of power consumed while executing the work under the contract.

Provided however, the contractor shall be at liberty to request the existing contractor who have provided the power supply to the site to share the same on utilisation basis and pay the necessary expenses to the said contractor.

10.2 The contractor shall satisfy all the conditions and rules required as per Electricity Act, 2003, the Indian Electricity Rules, 1956 as amended from time to time and such other rules and regulations notified by the competent authorities under Electricity Act, 2003.

10.3 The power shall be used for bonafide contract work only.

**11. Monsoon damages:**

Damages due to rain or flood shall have to be made good by the contractor till the work is handed over to TSERC. The responsibility of making good the damages due to rain or flood rests with the contractor. No extra payment is payable for such operations and the contractor shall therefore, have to take all necessary precautions to protect the work done during the construction period.

**12. The works to be completed by the intended completion date:**

12.1 The contractor may commence execution of the works on the 'start date' and shall carry out the works in accordance with the programme submitted by the contractor, as updated with the approval of the designated authority of TSERC, and complete the work by the intended completion date.

**13. Possession of the site.**

13.1 TSERC shall give possession of the site to the contractor soon after the execution of the agreement. If possession of a part site is given, TSERC will ensure that the part site so handed over is amenable to carrying out the work at site by the contractor.

**14. Access to the site:**

14.1 The contractor shall provide the designated authority of TSERC and any person authorised by the designated authority of TSERC, access to the site and to any place where work in connection with the contract is being carried out or is intended to be carried out.

**15. Instructions:**

- 15.1 The contractor shall carry out all instructions of the designated authority of TSERC and comply with all the applicable laws which are for the time being in force, where the site is located.

**16. Settlement of disputes:**

- 16.1 The contractor shall strive to settle all disputes amicably, without resorting to the adjudication. A three tier resolution process is laid down for dispute resolution. In the first place the contractor has to seek resolution of disputes with the designated authority of TSERC. Thereafter it can be escalated to the Secretary, TSERC in the form of a review. Finally, the contractor can file an appeal before the Commission.
- 16.2 If the Contractor is not satisfied with the decision of the Commission, the matter can be referred for arbitration, to a mutually agreed Arbitrator, whose award is binding on both the parties.
- 16.3 If any dispute of difference of any kind whatsoever arises between TSERC and the contractor in connection with, or arising out of the contract, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the contract, it shall in the first place, be referred to and settled by the designated authority of TSERC who shall, within a period of thirty days after being requested by the contractor to do so, give written notice of his decision to the contractor. Upon receipt of the written notice of the decision of the designated authority of TSERC the contractor shall promptly proceed without delay to comply with such notice of decision.
- 16.4 If the designated authority of TSERC fails to give notice of his decision in writing within a period of thirty days after being requested or if the contractor is dissatisfied with the notice of the decision of the designated authority of TSERC, the contractor may within thirty days after receiving the notice of decision may prefer an appeal to the Commission (TSERC). Either the Contractor or TSERC are dissatisfied may prefer arbitration on mutual agreement.

## **B. TIME FOR COMPLETION**

### **17. Work:**

- 17.1 The total period for completion of work assigned under the contract is **3 (Three) Months** from the date of entering with agreement to proceed including rainy season.
- 17.2 The attention of the tenderer is directed to the contract requirement at the time of beginning of the work, the rate of progress and proportionate value of work to be done from time to time will be indicated by the designated authority of TSERC. Date of commencement of work will be the date for concluding agreement irrespective of the date of handing over site.
- 17.3 After signing the agreement, the contractor shall forthwith begin the work, shall regularly and continuously proceed with work.
- 17.4 Rate of progress/percentage of work :
- i) 30% of work to be carried out in 30 days from the date of agreement**
  - ii) 60% of work to be carried out in 60 days from the date of agreement**
  - iii) 100% of work to be carried out in 90 days from the date of agreement**

### **PENALTY:**

If the Contractor does not adhere to this schedule, he is liable to be penalized with a penalty of 5% on the delay of work and for the amount ascertained or attributed (as decided by TSERC) for the delay.

- 17.5 The contractor shall commence the works on site within the period specified as above after the receipt by him of a written order to this effect from the TSERC subject to other provisions of these conditions and shall proceed with the same with due diligence and without delay, except as may be expressly directed or ordered by the TSERC.
- 17.6 Save in so far as the contractor may provide, the extent of portions of the site of which the contractor is to be given possession from time to time and the order in which such portions shall be made available to him, subject to any requirement in the contract as to the order in which the works

shall be executed, the designated authority of TSERC's written order to commence the works, given to the contractor as may be required to enable the contractor to commence and proceed with the execution of the works in accordance with the schedule if any, otherwise in accordance with such reasonable proposals of the contractor as he shall by written notice to the TSERC, make and will from time to time proceed according such timelines. The TSERC shall 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 with due dispatch in accordance with the said schedule of work proposals as the case may be; if the contractor suffers delay or incurs cost from failure on the part of the TSERC to give possession in accordance with the terms of this clause, the TSERC shall grant an extension of time for the completion of works where the delay is solely attributed to TSERC.

17.7 The contractor shall bear all costs and charges for special or temporary way leases required by him in connection with access to the site. The contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purposes of the work.

17.8 Subject to any requirement in the contract as to completion of any section of the works before completion of the whole of the works shall be completed in accordance with the stated provisions of clauses within the time stated in the contract calculated from the last day of the period named in the statement to the tender as that within which the works are to be commenced or such extended time as may be allowed.

**17.9 Delays and extension of time:**

17.9.1.No claim for compensation on account of delays or hindrances to the work from any cause whatever shall lie, except as hereafter defined. Reasonable extension of time will be allowed by TSERC for unavoidable delays, such as may result from causes, which in the opinion of TSERC are undoubtedly beyond the control of the contractor. TSERC shall assess the period of delay or hindrance caused by any written instructions issued by him, at twenty five per cent in excess or the actual working period so lost.

17.9.2.Whenever authorised alterations or additions made during the progress of the work are of such a nature in the opinion of the designated authority of TSERC as to justify an extension of time

in consequence thereof, such extension will be granted in writing by the designated authority of TSERC or other competent authority when ordering such alterations or additions.

## **18. Execution Schedule:**

18.1 The contractor shall furnish immediately on receipt of the LOA a schedule showing the sequence in which the contractor proposed to carry out the work, monthly progress expected to be achieved, also indicating date of procurement of materials plant and machinery. The schedule should be such that it is practicable to achieve completion of the whole work within the time limit fixed and shall have the approval of the designated authority of TSERC. Further rate of the progress as in the schedule shall be kept up to date. In case it is subsequently found necessary to alter this schedule, the contractor shall submit sufficiently in advance the revised program incorporating necessary modifications and get the concurrence of the designated authority of TSERC. No revised program shall be operative without concurrence of designated authority of TSERC.

18.2 The TSERC shall have all times the right, without any way violating this contract, or forming grounds for any claim, to alter the order of progress of the works or any part thereof and the contractor shall after receiving such directions proceed in the order directed. The contractor shall also report the progress to the TSERC within 7 days of the designated authority of TSERC's direction to alter the order of progress of works.

18.3 The contractor shall give written notice to the designated authority of TSERC whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawings or order including a direction, instruction or concurrence is communicated by the designated authority of TSERC within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

## **19. Speed of work**

19.1 The contractor shall at all times maintain the pace of work to conform to the latest operative schedule approved by the designated authority of TSERC. The contractor should furnish report indicating the progress of works once in two weeks. The designated authority of TSERC may at any time direct the



contractor to slow down any part or whole of the work for any reason which shall not be questioned whatsoever; and the contractor shall comply with such orders of the designated authority of TSERC. The compliance of such orders shall not entitle the contractor to claim any compensation. Such orders of the designated authority of TSERC for slowing down the work will however be duly taken into account while granting extension of time if asked for by the contractor for which no extra payment will be allowed.

- 19.2 Delays in commencement or scheduled of work or neglect of work would entail forfeiture of earnest money, security deposit and withholding of the amounts due under the contract:
- 19.3 If, at any time, the designated authority of TSERC is of the opinion that the contractor is delaying commencement of the work or violating any of the provisions of the contract or is neglecting or delaying the progress of the work as committed to TSERC, the TSERC shall so advise the Contractors and at the same time demand compliance in accordance with conditions of Tender notice. If the contractor neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time thereafter, be lawful for the designated authority of TSERC to take suitable action in accordance with relevant clauses of T. S. S. S.

## **20. Suspension of works by the contractor:**

- 20.1 If the contractor has at any point of time suspended the works, or sublet the work without prior concurrence of the designated authority of TSERC, or in the opinion of the designated authority of TSERC shall neglect or fail to proceed with due diligence in the performance of his part of the contract as laid down in the schedule work, or if the contractor continues to default or repeat such default in the respects of aspects mentioned in clause. 27 of the T. S. S. S, the designated authority of TSERC shall be at liberty to take action in accordance with clause 61 of T. S. S. S.
- 20.2 If the Contractor stops work for 10 days and the stoppage has not been authorised by the designated authority of TSERC the contract will be terminated under clause 61 of T. S. S. S.
- 20.3 If the contractor has delayed the completion of works the contract will be terminated under clause. 61 of T. S. S. S.

### **Extension of the intended completion date:**

- 20.4 The designated authority of TSERC shall extend or recommend for extension, by TSERC, the intended completion date if a variation is issued which makes it impossible for completion to be achieved by the intended completion date.
- 20.5 The designated authority of TSERC shall decide whether and by how much time / period to extend the intended completion date within span of 21 days under the Contractor for a decision upon the effect of a the variation and obtaining full supporting information. If the contractor has failed to notify the likely delay duly setting out he reasons or has failed to cooperate with TSERC or other contractor in mitigating the delay, the delay occasioned by this failure shall not be considered in assessing or setting out the new intended completion date.

### **21. Delays occasioned at the instance of designated authority of TSERC**

- 21.1 The designated authority of TSERC may in a given set of circumstances arising out of or in the context its own actions or the actions of any other contractor working on the same project for different works, require the contractor to delay the start of work or undertake any activity of the work at snail pace.

### **22. Cautioning on likely events during subsequent execution of work:**

- 22.1 The contractor ~~is~~ has to take such prudent steps so as to alert the designated authority of TSERC at the earliest opportunity of the specific likely future events or circumstances that may adversely affect the timely execution of works.
- 22.2 The contractor shall cooperate with the designated authority of TSERC in setting out proposals on mitigating the effect of such an event or circumstance which can be avoided or the likely damage can be reduced by taking such prudent steps in carrying out the work and in effectively carrying out requirements of the designated authority of TSERC.

### **23. Meetings with TSERC:**

- 23.1 The designated authority of TSERC may require the contractor to attend a meeting with TSERC. The agenda of a meeting shall be on an aspect of the works under the scope, also to review about the work delivered including conveying the requirements for the

remaining work as also to deal with matters raised in accordance with regard to alert on likely events during subsequent execution of work .

## **C. QUALITY CONTROL**

### **24. Identifying defects:**

24.1 The designated authority of TSERC shall check the contractor's work and notify the contractor of any defects that are found in execution of the work. Such checking shall not affect the contractor's responsibilities. The designated authority of TSERC may require the contractor to verify the defect and to uncover and test any work that the concerned person considers may be a defect.

Provided the contractor shall provide a report to the designated authority as to rectification of a defect after testing and finding the defect so pointed by the designated authority.

### **25. Tests:**

25.1 If the designated authority of TSERC instructs the contractor to carry out a test not specified in the specification to check whether any work has a defect and the Contractor shall pay for the test and any samples.

### **26. Correction of defects:**

26.1 The designated authority of TSERC shall give notice to the contractor of any defects before the end of the defects liability period, which begins on completion of the scope of work entrusted under the contract. The defects liability period shall be extended for as long as defects remain to be corrected by the contractor but is subject to the other provisions of the tender document as also the agreement entered by the contractor with TSERC.

26.2 Every time notice of defect is given, the contractor shall correct the notified defect within the time period specified by the designated authority of TSERC's notice.

*Explanation:- this provision is in addition to the provisions made under relevant clauses.*

### **27. Uncorrected defects**

27.1 If the contractor has not corrected the defect within the time period specified by the designated authority of TSERC, the designated authority of TSERC will assess the cost of having the defect corrected. Such amount so incurred for correction of the

defect may be recovered upfront with same being paid by the contractor immediately or to deduct the amount from the part payments that are released to the contractor from time to time, at the discretion of the TSERC.

- 27.2 The contractor shall introduce O.K. cards in the prescribed formats thereof. O. K. cards shall relate to all major components of the work. The contractor / his authorised representative shall be required to initiate, fill in and present the O. K. card to the construction staff who would check the respective items and send to the quality control staff for final check and clearance / O. K. Any defects pointed out by the construction supervision staff or by the quality control staff shall promptly be attended by the contractors and the fact of doing so duly recorded on the back of O. K. card.

Explanation: These O. K. cards are in addition to the manufacturer warranty cards that are made available in respect of any machinery plant or equipment procures / used / installed as part of the scope of work.

- 27.3 The designated authority of TSERC may also introduce check lists which shall be kept in bound registers physically or by electronic database by the construction supervision personnel overseeing the scope of work. The contractor may be required to fill up these lists in the first instance and shall be subsequently checked by the construction / quality control engineers.

## **28. Quality Control:**

In addition to the normal inspection by the regular personnel in charge of the execution of work, the work will also be inspected by the designated authority of TSERC or any other of officer as assigned from time to time. TSERC is at liberty to test the installed equipment (either through any agency or otherwise) for meeting the quality requirements. Necessary actions initiated by TSERC based on the quality testing report, if the installed equipment does not conform to the quality standards.

## **D. COST CONTROL**

### **29. Bill of quantities:**

- 29.1 The bill of quantities shall contain items for the construction work to be done by the contractor.
- 29.2 The contractor is paid for the quantity of the work done at the estimate rate in the bill of quantities for each item plus or minus tender percentage.

### **30. Changes in the quantities:**

- 30.1 The contractor is bound to execute all supplemental works that are found essential, incidental and inevitable during execution of main work.
- 30.2 The payment of rates for such supplemental items of work will be regulated as under;

Supplemental items directly deductible from similar items in the original agreement.

- 1) The rates shall be derived by adding to or subtracting from the agreement rate of such similar item the cost of the difference in the quantity of materials labour between the new items and similar items in the agreement worked out with reference to the standard schedule of rates adopted in the sanctioned estimate with which the tenders are accepted plus or minus over all tender percentage.
  - (a) Similar items but the rates of which cannot be directly deduced from the original agreement.
  - (b) Purely new items which do not correspond to any item in the agreement.
- 2) The rates of all such items shall be estimated rates plus or minus overall tender premium.

### **31. Extra Items:**

- 31.1 Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by the designated authority of TSERC. The rates for extra items shall be worked out by the designated authority of TSERC as per the conditions of the contract and the same are binding on the contractor.

- 31.2 The contractor shall before the 15<sup>th</sup> day of each month, submit in writing to the designated authority of TSERC a statement of extra items if any that have been executed during the preceding month failing which the contractor shall not be entitled to any claim towards such extra items.

Provided that any extra item which is necessary and essential and has not been suggested by the designated authority, shall be part of the work subject satisfaction and ratification of the actions of the contractor by such designated authority.

31.3 Entrustment of additional items:

- 1) Wherever any additional items not contingent on the main work and outside the scope of Agreement are to be executed by the Contractor dispensing with bids and if the value of such items exceeds the limits upto which the designated authority of TSERC is empowered to entrust works initially to contractor without calling for tenders, the designated authority may allow such works carried out subject to ratification by the tender inviting authority or TSERC as the case may be. Entrustment of such items on nomination shall be at rates not exceeding the estimated rates.
- 2) Entrustment of the additional items is contingent on the main work and will be authorised by the designated authority upto the monetary limits upto which they themselves are competent to accept the items in the original agreement so long as the total amounts upto which they are competent to accept in an original agreement rates for such items shall be worked out in accordance with the laid down procedure. For all items of work in excess of the quantities shown in the bill of quantities of the tenders, the rate payable for such items shall be quoted rates for the items accepted by the designated authority of TSERC or TSERC itself.
- 3) Entrustment of either the additional or supplemental items shall be subject to the provisions of the agreement entered into by a TSERC after the tender is accepted.
- 4) All additional items which are entrusted shall automatically form part of the agreement soon after its administrative approval accorded by the Commission.

- 5) The cost of all the additional items required for the execution of the work upto 10% of quoted tender rate shall be deemed to have approval of the Commission considering the nature of work being executed subject to certification by the designated authority of TSERC or any other officer authorised by them.

**Note:** It may be noted that the term estimate rate used above means the rate in the sanctioned estimate with which the tenders are accepted, or if no such rates is available in the estimate, the rate derived will be with reference to the standard schedule of rates adopted in the sanctioned estimate with which tenders are accepted.

### **32. Cash flow forecasts:**

- 32.1 When the program is updated, the contractor has to provide to the designated authority of TSERC with an updated cash flow forecast.

### **33. Payment certificates:**

- 33.1 The contractor shall place before to the designated authority of TSERC, monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 33.2 The designated authority of TSERC shall check the contractor's monthly statement.
- 33.3 The value of work executed shall be determined by the designated authority of TSERC.
- 33.4 The value of work executed shall comprise the value of the quantities of the items in the bill of quantities completed.
- 33.5 The designated authority of TSERC may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

### **34. Payments:**

- 34.1 Payment for the work done by the contractor will be made for the finished work based on the measurements recorded in measurement books. The measurement shall be recorded at various stages of the work done and also after work is completed.



The contractor shall be present at the time of recording of each set of measurement and their check measurement and accept them then and there so as to avoid disputes at a later stage. If the contractor is not available at the work spot at the time of recording measurements or check measurements the particulars of measurements shall be signed by the authorised representative of the contractor, which the contractor shall accept the set of measurements without any further dispute. If for any reason the contractor's authorised representative is also not available at site when TSERC decides to carry out the work of recording of measurements in the absence of the contractor or his authorised representative, TSERC shall not entertain any claim from the contractor for any loss incurred by him on this account. The contractor shall however note that TSERC cannot indefinitely wait for recording the measurement due to the absence of the contractor and his authorised agent and as such would proceed to check measure them even in the absence of the contractor.

#### 34.2 Payments and Certificates:

- 1) Payments shall be set off against any advance payments made, liquidated damages claimed in terms of tender conditions and security deposit for the due fulfilment of the contract. Payment will be made to the contractor under the certificate to be issued at reasonably frequent intervals and intermediate payment will be the sum equal to 92½% of the value of work done so certified and balance of 7½% will be withheld and retained as security for the due fulfilment of the contract under the certificate to be issued by the designated authority of TSERC. On completion of the entire works the contractor will receive the final payment of all the amount due or payable to him under or by virtue of the contract along with 5% of value of the amount kept as retention except earnest money deposit retained as security and a sum equal to 2½ percent of the total value of the work done. The amount withheld from the final bill will be retained under deposits and paid to the contractor together with the earnest money deposit retained as security after a period of 24 months as all defects shall have been made good according to the true intent and meaning thereof.
- 2) In case of over payments or wrong payment if any made to the contractor due to wrong interpretation of the provisions of the contract, T. S. S. S or contract conditions etc., such unauthorized payment will be deducted in the subsequent

bills or final bill for the work with the TSERC or at any time thereafter from the deposits available with the TSERC.

- 3) No claim shall be entertained, if the same is not represented in writing to the designated authority of TSERC within 15 days of its occurrence.
- 4) The contractor is not eligible for any compensation for inevitable delay in handing over the site or for any other reason. In such case, suitable extensions of time may be granted after considering the merits of the case.

#### **34.3 Intermediate payments:**

- 1) For intermediate stage of work, only part rates as fixed by the designated authority of TSERC will be paid.
- 2) Part rates shall be worked out for the work done portion based on the actual operations involved keeping in view the value of the balance work to be done, to avoid unintended benefit to the contractor in initial stage.
- 3) Full rate shall be paid when the work is completed to the full profile as noted in the drawings.

#### **35. Interest on money due to the contractor:**

- 35.1 No omission by the designated authority of TSERC to pay the amount due upon certificates shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee fund or payments in arrear, nor upon any balance which may, on the final settlement of his accounts, found to be due to him. In this regard the decision of the designated authority of TSERC or TSERC itself will be final.

#### **36. Certificate of completion of works:**

- 36.1 Certificate of completion of works:
  - 1) When the whole of the work has been completed and has satisfactory passed the final test of quality control that may be provided in the contract, the contractor may give an intimation to that effect to the designated authority of TSERC accompanied by an undertaking to carry out any rectification work during the period of maintenance, such notice and undertaking shall be in writing and shall be deemed to be request by the contractor to the designated

authority of TSERC to issue a certificate of completion in respect of the works. The designated authority of TSERC shall, cause to issue a certificate of completion stating the date on which, in his opinion, the works were completed in accordance with the contract or give instructions in writing to the contractor specifying all the works which, in the designated authority of TSERC opinion, required to be done by the contractor before the issue of such certificate.

- 2) The designated authority of TSERC shall also notify the contractor of any defects in the works affecting completion that may appear after such requirements intimated before completion of the works specified therein. The contractor shall be entitled to receive such certificate of completion of work to the satisfaction of the designated authority of TSERC of the works specified and making good of any defects so identified.
- 3) Similarly, the contractor may request and the designated authority of TSERC shall issue a certificate of completion in respect of:
  - a) Any section of the permanent works in respect of which a separate time for completion is provided in the contract, and
  - b) Any substantial part of the permanent works which has been completed to the satisfaction of the designated authority of TSERC, occupied or used by TSERC.
- 4) If any part of the permanent works have been completed and have satisfactorily passed the final quality control test as is provided in the Contract, the designated authority of TSERC may issue such certificate and the contractor shall be deemed to have undertaken to complete all the outstanding work in that part of the works during the period of maintenance.

**37. Taxes included in the bid:**

- 37.1 The rates quoted by the contractor shall be deemed to be exclusive of the GST on all materials that the contractor will have to purchase for performance of this contract.

**38. Retention**

- 38.1 TSERC shall retain from each payment due to the contractor at the rate of 7.5% of bill amount until completion of the scope of the works.
- 38.2 On completion of the scope of the work, 5% of the value of the work will be released with the final bill and balance 2.5% shall be repaid to the Contractor when the defects liability period has passed over and the designated authority of TSERC has certified that all the defects identified by the designated authority of TSERC before the end of this period have been corrected upon information of the same to the contractor by the designated authority.
- 38.3 On completion of the scope of work, the contractor may substitute retention money with a bank guarantee.

**39. Securities:**

- 39.1 The earnest money deposit shall be provided to TSERC not later than the date specified in the letter of acceptance and shall be issued in an amount and form and by a nationalised bank. The earnest money shall be valid until a date 28 days from the date of expiry of defects liability period and the additional security shall be valid until a date 28 days from the date of issue of the certificate of completion.

**40. Cost of repairs:**

- 40.1 Loss or damage to the works or materials to the works between the start date and the end of the defects correction periods shall be remedied by the contractor at the contractor's cost if the loss or damage arises from the contractor's acts or omissions.

## **E. FINISHING THE CONTRACT**

### **41. Completion:**

41.1 The contractor shall request the designated authority of TSERC to issue a certificate of completion of the works and the designated authority of TSERC will do so upon deciding that the scope of work is completed meeting all specifications in complete fulfilment of the agreement.

### **42. Taking Over:**

42.1 TSERC shall take over the site and the works within seven days of the designated authority of TSERC issuing a certificate of completion.

### **43. Final Account:**

43.1 The contractor shall render to the designated authority of TSERC a detailed account of the total amount that the contractor considers payable under the contract before the end of the Defects Liability Period.

### **44. Termination:**

44.1 TSERC may terminate the contract if the contractor causes a fundamental breach of the contract.

44.2 Fundamental breaches of contract include, but shall not be limited to the following.

- a) The contractor stops work for 10 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the designated authority of TSERC.
- b) The contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- c) The designated authority of TSERC gives notice that failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the designated authority of TSERC; and

- d) The contractor does not maintain a security which is required and
- e) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined.
- f) If the contractor, in the judgement of TSERC has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment to the TSERC and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the TSERC of the benefits of free and open competition.

44.3 Notwithstanding the above TSERC may terminate the contract for convenience.

44.4 If the Contract is terminated, the contractor shall stop work immediately, make the Site safe and secured to leave the Site as soon as reasonably possible.

#### **45. Payment upon termination:**

49.1 If the contract is terminated because of a fundamental breach of contract by the contractor, the designated authority of TSERC shall issue a certificate for the value of the work done less advance payments received upon the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed. If the total amount due to TSERC exceeds any payment due to the contractor the difference shall be a debt payable to TSERC.

#### **46. Property:**

46.1 All materials on the site, plant, equipment, temporary works and works are deemed to be the property of TSERC if the contract is terminated because of contractor’s default.

**47. Release from performance:**

47.1 If the contract is frustrated by the outbreak of war or by any other event entirely beyond the control of either TSERC or the contractor the designated authority of TSERC shall certify that the contract has been frustrated. The contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any work carried out afterwards to which commitment was made.

## **F. SPECIAL CONDITIONS**

### **48. Water Supply:**

The contractor has to make his own arrangements for water required for the work, which is to be established by the contractor. Provided however, the contractor shall be at liberty to request the existing contractor who have provided the water supply to the site to share the same on utilisation basis and pay the necessary expenses to the said contractor.

### **49. Electrical Power:**

The contractors will have to make their own arrangements for drawing electric power from the nearest power line after obtaining permission from the Telangana State Southern Power Distribution Company Ltd (TSSPDCL) at his own cost. In case of failure of electricity, the contractor has to make alternative arrangements for supply of electricity by diesel generator sets of suitable capacity at place of work. If the supply is arranged by TSERC, necessary tariff rates shall have to be paid based on the prevailing rates.

The contractor will pay the bills of TSSPDCL for the cost of power consumed by him.

The contractor shall satisfy all the conditions and rules required as per Indian Electricity Laws as amended from time to time and other pertinent rules.

The power shall be used for bonafide Departmental works only.

Provided however, the contractor shall be at liberty to request the existing contractor who have provided the power supply to the site to share the same on utilisation basis and pay the necessary expenses to the said contractor.

### **50. Land:**

#### **50.1 Land for contractor's use:**

The contractor will be permitted to use TSERC land for execution of work. The contractor shall have to make his own arrangements for their site office, workshop or stores and for related activities. The contractor shall apply to TSERC within a reasonable time after the award of the



contract and atleast 30 days in advance of its use, the details of area required by him for the work at site.

The designated authority of TSERC reserves the right to refuse permission for use of any TSERC land for which no claim or compensation shall be admissible to the contractor. The contractor shall, however, not be required to pay cost or any rent for the TSERC for the area given to him.

Provided however, the contractor shall be at liberty to request the existing contractor who have provided the office space in the site to share the same on utilisation basis and pay the necessary expenses to the said contractor.

### **50.2 Surrender of occupied land / space:**

a) The TSERC land as herein before mentioned shall be surrendered to the designated authority of TSERC within seven days, after issue of completion certificate. Also no land shall be held by the contractor for a period longer than the period decided by the designated authority of TSERC shall deem necessary and the contractor shall on the receipt of due information from the designated authority of TSERC, vacate and surrender the land which the designated authority of TSERC may certify as no longer required by the contractor for the purpose of the work.

b) The contractor shall make good to the satisfaction of the designated authority of TSERC any damage to areas, which such contractor has to return or to other property or land handed over to him for purpose of this work. Temporary structures may be erected by the contractor for storage sheds, offices, residences etc., for non-commercial use, with the permission of the designated authority of TSERC on the land handed over to him at his own cost. At the completion of the work these structures shall be dismantled site cleared and handed over to the designated authority of TSERC. The space required for providing amenities will be given free of cost from the available space with TSERC otherwise the contractor shall have to make his own arrangements.

## **51. Payment for camp construction**

No payment will be made to the contractor for construction, operation and maintenance of camp and other camp facilities and the entire cost of such work shall be deemed to have been included in the tender rate for the various items of work in the schedule of quantities and bids.

## **52. Labour:**

The contractor shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

Labour importation and amenities to labour and contractor's staff shall be to the contractor's account. The contractor's quoted rates shall include the expenditure towards importation of labour amenities to labour and staff;

The contractor shall, if required by the designated authority of TSERC, deliver to the designated authority of TSERC a written in detail, in such form and at such intervals as the designated authority of TSERC may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the contractor on the site and such information respecting contractor's equipment as the designated authority of TSERC may require.

## **53. Transportation of Labour:**

- I. The contractor shall make his own arrangement for the daily transportation of the labour and staff from labour camps colonies to the work spot and no labour or staff of the contractor shall stay at the work spot. No extra payment will be made to the contractor for the above transportation of the labour and his quoted rates to the work shall include the transportation charges of labour from colonies to work spot and back.
- II. The contractor will at all times duly observe the provisions of employment of children Act XXVI of 1938 and any enactment or modification of the same and will not employ or permit any person to do any work for the purpose under the provisions of this agreement in contravention of said Act. The contractor here by agrees to indemnify TSERC from and against all claims, penalties which may be suffered by TSERC or any person employed by TSERC by any default on the part of the contractor in the observance and performance of the provisions of the employment of children Act. XXVI of 1938 or any enactment or modification of the same.

As per Govt. memo No.721/Gr.(1)/81-35, dt:17.11.87. The contractor shall obtain the insurance at his own cost to cover the risk on the works to labour engaged by him during period of execution against fire and other usual risks and produce the

same to the designated authority of TSERC concerned before commencement of work.

**54. Safety Measures:**

1. The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative where necessary and shall comply with directions issued by the designated authority of TSERC or on his behalf from time to time and at all times.
2. Providing protective tools which are usually mandated for the tasks undertaken in the scope of work including but not limited such remedial tools which to take such steps relating to any untoward incident which would can be visualised in the scope of work.
3. Providing protective head wear to workers at places like under ground excavations to protect them against rock falls.
4. Providing masks to workers against release of any harmful air pollution.
5. Getting the workers in such jobs periodically examined for chest trouble due to too much breathing fine dust.
6. Taking such normal precautions like fencing and lightening in excavation of trenches, not allowing rolls and metal parts of useless timber spread around, making danger areas for blasting providing whistles etc.
7. Supply work men with proper belts, ropes etc., when working in precarious slopes etc.
8. Avoiding naked electrical wire etc., as they would electrocute the works without proper safety precautions and equipment in hand, as the workers have to deal with electrical and connected wiring.
9. Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in around the areas where machines hoists and similar units are working. Also

ensuring availability of supervisory force having sufficient experience while handling the machinery.

**55. Fair wage clause:**

1. The contractor shall pay wages in accordance with the notifications under payment of wages or minimum wage laws to labourers engaged by him on the work.
2. “Fair” wages means wages whether for time or piecework notified by the Government of Telangana invoking appropriate laws from time to time in the area in which the work is situated.
3. The contractor shall notwithstanding the revisions of any contract to the contrary cause to be paid to the labour, indirectly engaged on the work including any labour engaged by the sub-contractor in connection with the said work, as if the laborers had been directly employed by contractor.
4. In respect of labour directly or indirectly employed in the works for the execution of works under this contract, the contractor shall comply with the rules and regulations on the maintenance of suitable records notified for this purpose from time to time by the Government of Telangana. The contractor shall maintain his accounts and vouchers on the payment of wages to the laborers to the satisfaction of the designated authority of TSERC duly complying with the applicable laws.
5. The designated authority of TSERC shall have the right to call for such record as is required to satisfy himself on the payment of fair wages to the labourers and shall have the right to deduct from the contract amount a suitable sum for making good the loss suffered by the worker or workers by reason of the “fair wages” clause to the workers.
6. The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the government, from time to time without prejudice to the right of the contractor to claim indemnity from the sub-contractors engaged by the contractor.
7. As per contract labour (Regulation and abolition) Act. 1970 the contractor has to produce the license obtained from the licensing officers of the labour department along with the tender or at the time of agreement.

8. Any violation of the conditions above shall be deemed to be a breach of the contract.
9. Equal wages are to be paid for both men and women if the nature of work is same and similar.
10. The contractor shall arrange for the recruitment of skilled and unskilled labour local and imported to the extent necessary to complete the work within the time period specified in the NIT and as directed by the designated authority of TSERC in writing.

#### **56. Indemnity bond:**

The contractor do hereby binds to follow all Labour laws and pay all the claims that may come

- (a) under Workmen's Compensation Act, 1923 with any statutory modification thereof and rules there under or otherwise for or in respect of any damage or compensation payable in connection with any accident or injury sustained
- (b) under Minimum Wages Act, 1948
- (c) under payment of Wages Act, 1936
- (d) under the Contractor Labour (Regulation and Abolition) Act, 1970 towards workmen engaged for the performance of the business relating to the contract

that is failing such payment of claims of workmen engaged in respect of this contract, the contractor should abide in accepting for the recovery of such claims, to be effected from any of the assets with TSERC or from the bills, EMD / performance security etc.

- (e) or any other labour or labour welfare laws.

#### **57. Compliance with labour regulations:**

- 57.1 During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules, regulations, notifications and bye laws made thereunder or by the state or central government(s) or any local authority including that may be passed or notified in future either by the state or the central government(s) or the local authority but not limited to health, sanitary arrangements, insurance and other benefits for workmen. Salient features of some of the major labour laws that are applicable to engagement of labour are given below, however, necessary compliance of any other

such laws with regard to electricity workers etc are also to be followed. The contractor shall keep TSERC indemnified in case any action is taken against the contractor by the competent authority on account of contravention of any of the provisions of any Act or rules, regulations or notifications including amendments made thereunder.

57.2 If TSERC is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provision stipulated in the notifications / bye laws / Acts / Rules / regulations including amendments, if any, on the part of the contractor, the designated authority of TSERC shall have the right to deduct any money due to the contractor including his amount of performance security. The designated authority of TSERC 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 TSERC.

57.3 The employees of the Contractor and the Sub-contractor in no case shall be treated as the employees of TSERC at any point of time.

**58. Salient features of some major labour laws applicable to engaging of labour:**

- (a) Workmen compensation Act 1923: The Act provides for compensation in case if injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if any employee has completed 5 years of service or more, or on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments, employing 10 or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952: The Act provides for monthly contributions by TSERC plus workers @ 10% or 8.33%. 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.,

- (d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinements or miscarriage etc.
- (e) 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 department by law. The principal department is required to take certificate of registration and the contractor is required to take license from the designated officer. The Act is applicable to the establishments or contractor of principal department if they employ 20 or more contract labour.
- (f) Minimum Wages Act 1948: TSERC is supposed to pay not less than the minimum wages fixed by appropriate government as per provisions of the Act if the employment is a scheduled employment construction of buildings, roads, runways are scheduled employments.
- (g) 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.
- (h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to male or female workers and for not making discrimination against female employee in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965: The Act Is applicable to all establishments employing 20 or more employees. The Act provides for payment of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3,900/- per month or less. The bonus to be paid to employees getting Rs.2,500/- per months or above and upto Rs.3,900/- per month shall be worked out by taking wages as Rs.2,500/- per monthly only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the state departments or undertakings have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- (j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock- out becomes illegal and what are the

- requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by the state and central government to 50 in certain cases). The Act provides for laying down rules governing the conditions of employment by any establishment on matters provided in the Act and get the same certified by the designated authority.
  - (l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employees. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.
  - (m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below the age of 14 years in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes, Employment of child labour is prohibited in building and construction industry.
  - (n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of service) Act 1979: The Act applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter state 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.
  - (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 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 modified by the government. 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 accommodations for workers near the work place etc. The establishment to whom the



Act applies has to obtain a registration certificate from the Registering Officer appointed by the government.

- (p) Factories Act 1948: The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 person or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

## **59. Liabilities of the contractor**

### **59.1 Accident relief and workmen compensation:**

The contractor should make all necessary arrangements for the safety of workmen on the occurrence of the accident, which results in the injury or death of any of the workmen employed by the contractor, the contractor shall within 24 hours of the happenings of the accident and such accidents should intimate in writing to the concerned designated authority of TSERC as well to such competent authority under the relevant law in the event of such accident. The contractor shall indemnify TSERC against all loss or damage sustained by the TSERC resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by TSERC as a consequence of any failure to give notice under Workmen's Compensation Act or otherwise conform to the provisions of the said Act in regard to such accident.

59.2 In the event of an accident in respect of which compensation may become payable under the Workmen's Compensation Act whether by the contractor or by the TSERC it shall be lawful for the designated authority of TSERC to retain such sum of money which may in the opinion of the designated authority of TSERC be sufficient to meet such liability. The opinion of the designated authority of TSERC shall be final in regard to all matters arising under this clause.

59.3 The contractor shall at all times indemnify the TSERC against all claims which may be made under the Workmen's Compensation Act or any statutory

modification thereafter or rules there under or otherwise consequent of any damage or compensation payable in consequent of any accident or injuries sustained or death of any workmen engaged in the performance of the business relating to the contractor.

**60. Contractor's staff, representatives and labour:**

- (a) The contractor shall, at all times, maintain at the works site, staff of qualified engineers, and supervisors of sufficient experience, other employees of similar experience including other jobs to ensure that the quality of work turned out shall be as intended in the contract as well as bill of quantities specifications. The contractor shall also maintain at the work site, a Work Manager or of such sufficient status, experience along with office and duly authorize him to deal with all aspects of the day-today work. All communications as to any commitments by the Work Manager shall be considered as binding on the contractor and would constitute a work related direction from the designated authority of TSERC.
- (b) The contractor shall at all times submit details of skilled and unskilled labour and equipment employed to the designated authority of TSERC in prescribed proforma as may be required to assess and ensure that there is proper progress of work.
- (c) If the contractor does not employ the technical person agreed to in the tender proposals on the work, a fine of Rs.25,000/- will be imposed per day. If the contractor does not employ for 15 days, thereafter it becomes a fundamental breach of contract.

**61. Accommodation and food:**

The contractor should arrange accommodation that the contractor needs to provide to the workman, at his own cost. The contractor shall make own arrangements for supply of food grains, fuel and other provision to the staff and labourers including controlled commodities.

**62. Relationship:**

Contractor shall have to disclose the details of the relationship with any officer of TSERC, including but not limited to Government of Telangana

**63. Protection of adjoining premises:**

The contractor shall take all such measures to protect adjoining sites against structural, decorative and other damages that could be caused by the execution of the works and make good the cost of any such damages.

**64. Work during night or on Sundays and holidays:**

The works can be allowed to be carried out during night, Sundays or authorised holidays in order to enable contractor to meet the schedule targets and the work shall require almost round the clock working keeping in view:

- (i) The provisions of relevant labour laws being adhered to:
- (ii) Adequate lighting, supervision and safety measures are established to the satisfaction of the designated authority of TSERC and
- (iii) The construction programme given by the contractor and agreed upon by the designated authority of TSERC envisages such night working or working during Sundays or authorised holidays

**65. Layout of materials stacks:**

The contractor shall deposit materials for the purpose of the work on such parts only of the ground as may be approved by the designated authority of TSERC before starting work. A detailed survey, clearly indicating position and areas where materials shall be stacked and sheds built is to be conducted by the contractor at his own cost and only after obtaining necessary approval of the plan for use of sites by the designated authority of TSERC, the contractor can use the sites accordingly.

**66. Plant and equipment:**

- 66.1 The contractor shall have sufficient plant, equipment and labour and shall work for such hours and shifts as may be necessary to maintain the progress on the work as per the approval schedule. The working and shifts hours shall comply with the applicable provisions of the enactments, rules and regulations that for the time being in force.
- 66.2 It has to be expressly and clearly understood that the contractor shall make own arrangements to equip himself with all machinery and special tools and plant for the speedy and proper execution of the work and TSERC does not undertake responsibility towards their supply.

**67. Inconvenience to public:**

The contractor shall not deposit materials at the site, which will cause inconvenience to public, co-owners in the adjacent area and their contractors. The designated authority of TSERC may direct the contractor to remove such materials or may undertake the job at the cost of the contractor.

**68. Conflict of interest:**

Any bribe, commission, gift or advantage given, promised or offered by on behalf of contractor or his partner, agent or servant or any one on his behalf to any officer, servant, representatives, agents of designated authority of TSERC, or any persons on their behalf, in relation to the obtaining or to execution of this, or any other contract with designated authority of TSERC shall in addition to any criminal liability, which it may incur, subject to the cancellation of this or all other contracts and also to payment of any loss or damage resulting from any such cancellation. The designated authority of TSERC shall then be entitled to deduct such amount, so payable from any money, otherwise due to the contractor under this or any other contract.

**69. Contract documents and materials to be treated as confidential:**

- (a). All documents, correspondences, 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 person without the prior leave or consent of the designated authority of the TSERC.
- (b). The contractor or his personnel shall not share, divulge or use any plans drawings designs and bill of quantities etc, employed or provided by the designated authority of TSERC for the purpose of the schedule of works under this contract with any other establishment or organisation which has entrusted / entered into a contract of similar or different nature with the contractor executing this work, until and unless this work is completed and all the defect liability period is completed.

**70. General obligations of contractor:**

- 70.1 The contractor shall, subject to the provision of the contract and with due care and diligence, execute and maintain the works in accordance with specifications and drawings.

70.2 The contractor shall promptly inform the designated authority of TSERC of any error, omission, fault and such defect in the design of or specifications for the works which are discovered when reviewing the contract documents or in the process of execution of the works.

70.3 If Contractor believes that a decision taken by the designated authority of TSERC was either outside the authority given to the designated authority of TSERC by the contract or that the decision was wrongly taken, the decision shall be referred to the technical expert within 14 days of such decision of the designated authority of TSERC.

70.4 Pending finalisation of disputes, the contractor shall proceed with execution of work with all due diligence, ungrudging and with cooperation.

## **71. Security measures:**

- a) Security requirements for the work shall be in accordance with the TSERC's general requirements including provisions of this clause and the contractor shall conform to such requirements and shall be held responsible for the actions of all his staff, employees and the staff and employees of his subcontractors
- b) All contractors' employees, representatives and sub-contractor's employees shall wear identifications badges provided by the contractor. Badges shall identify the contractor, showing and employee's number and shall be worn at all times while at the site. The daily labour will not be required to wear identification badges, but contractor shall have a physical or an electronic record of such labour so as identify them in case of any requirement as to work or otherwise thereof.
- c) All vehicles used by the contractor shall be clearly marked with contractor's name including the personnel manning such vehicles with identification cards depicting their employment with the contractor. TSERC shall in no way be responsible for the security and safety of such vehicles.
- d) The contractor shall be responsible for the security of the works for the duration of the contract and shall provide and

maintain continuously adequate security personnel to fulfil these obligations. The requirements of security measures shall include, but not limited to maintenance of order on the site, provision of all lighting, fencing, guard flagmen, all materials delivered to the site, all persons employed in connection with the works continuously throughout working and non working period including nights, Sundays and holidays for duration of the contract.

- e) Other contractors working on the site concurrently with the contractor will provide security for their own plant and materials. However, their security provisions shall in no way relieve the contractor of his responsibilities in this respect. With the consent of the designated authority, the contractors shall have the authority to mutually agree to provide common security services by sharing the such expenses between them.
- f) Separate payment will not be made for provision of security services.

## **72. Fire-fighting measures:**

- a) The contractor shall provide and maintain adequate fire fighting equipment and take adequate fire precaution measures for the safety of all the personnel and temporary and permanent works and shall take action to prevent damage or destruction by fire of trees shrubs and grasses if any available at the work site.
- b) Separate payment will not be made for the provision of fire prevention measures.

## **73. Sanitation:**

The contractor shall implement the sanitary and watch and ward rules and regulations for all forces employed under this contract and if the contractor fails to enforce these rules, the designated authority of TSERC may enforce them at the expenses of the contractor.

## **74. Training of personnel:**

The contractor, shall, if and as directed by the designated authority of TSERC provide free of any charge adequate facilities, for vocational onsite training of TSERC officers, staff and also those who are on outsourcing basis etc. not exceeding six in number at any one time on

the contractor's work. Their salaries, allowances etc. shall be deemed to be included in the contract price.

**75. Ecological balance:**

a) The contractor shall maintain ecological balance by preventing de-forestation, water pollution and defacing of natural landscape. The contractor shall so conduct his construction operation as to prevent any unnecessary destruction, scarring, or defacing of the natural surrounding in the vicinity of the work. In respect of the ecological balance, contractor shall observe the following instructions.

- i) Where unnecessary destruction, scarring, damage or defacing may occur, as result of the operation, the same shall be repaired replanted or otherwise corrected at the contractor's expense. The contractor shall adopt precautions when using explosives, which will prevent scattering of rocks or other debris outside the work area. All work area including borrowed areas shall be smoothened and graded in a manner to conform to the natural appearances of the landscape as directed by the designated authority of TSERC.
- ii) All trees and shrubbery which are not specifically required to be cleared or removed for construction purposes shall be preserved and shall be protected from any damage that may be caused by the contractor's construction operation and equipment. The removal of trees and shrubs will be permitted only after prior approval by the designated authority of TSERC. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the contractor shall adequately protect such trees by use of protective barriers or other methods approval by the designated authority of TSERC. Trees shall not be used for anchorages. The contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs be restored as nearly as practicable without delay to their original condition at the contractor's expense.
- iii) The contractor's construction activities shall be performed by methods that will present entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into river. Such pollutant and waste include earth and earth products, garbage, cement concrete, sewage effluent,

industrial wastes, radioactive substances, mercury, oil and other petroleum products, aggregate processing, mineral salts and thermal pollution. Pollutants and wastes shall be disposed off in a manner and at sites approved by the designated authority of TSERC.

- iv) In conduct of construction activities and operation of equipments the contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize the air pollution. The excessive omission of dust in to the atmosphere will not be permitted during the manufacture, handling and storage of concrete aggregates and the contractor shall use such methods and equipment as a necessary for collection and disposal or prevention of dust during these operation. The contractor's methods of storing and handling cement shall also include means of eliminating atmospheric discharges of dust, equipment and vehicles that give objectionable omission of exhaust gases shall not be operated. Burning of materials resulting from clearing of trees, bushes, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favourable.
- b) Separate payment will not be made for complying with the provisions of this clause and all cost shall be deemed to have been included in the unit rates and prices included in the contract if any provision is not complied with within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by the designated authority of TSERC at the cost of the contractor, orders of the designated authority of TSERC in this respect would be final and binding on the contractor.

**76. Preservation of existing vegetation:**

- a) The contractor will preserve and protect all existing vegetation such as trees, on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the designated authority of TSERC. The contractor will be held responsible for all unauthorized cutting or damage of trees, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment. Care shall be taken by the Contractor in felling tress authorised for removal to avoid any unnecessary damages to vegetation and tress that are to remain in place and to structures under construction or in existence and to workmen.



- b) All the produce from such cutting of trees by the contractor shall remain the property of TSERC and shall be properly stacked at site, approved by the designated authority of TSERC. No payment whatsoever, shall be made for such cutting and its stacking by the Contractor. If any produce from such cutting is not handed over to the TSERC by the contractor, he shall be charged for the same at the rates to be decided by the designated authority of TSERC. The recovery of this amount shall be made in full from the intermediate bill that follows.
- c) The contractor shall also make arrangements of fuel deposits for supply of required fuel for the labourer to be employed for cooking purpose at his own cost in order to prevent destruction of vegetation growth in the surrounding area of the work site.

**77. Possession prior to completion:**

The designated authority of TSERC shall have the right to take possession of or use any completed part of work or works or any part thereof under construction either temporarily or permanently. Such possession or use shall not be deemed as an acceptance of any work either completed or not completed in accordance with the contract within the interest of clause 28 of T. S. S except where expressly otherwise specified by the designated authority of TSERC.

**78. Payment upon termination:**

If the contract is terminated because of a fundamental breach of contract by the contractor, the designated authority of TSERC shall issue a certificate for the value of the work done less advance payment received upon the date of the issue of the certificate and less the percentage to apply to the work not completed as indicated in the contract data. If the total amount due to TSERC exceeds any payment due to the contractor, the difference shall be a debt payable to TSERC. In case of default for payment within 28 days from the date of issue of notice to the above effect, the contractor shall be liable to pay interest at 12% per annum for the period of delay.

**79. Access to the contractor's books:**

Whenever it is considered necessary by the designated authority of TSERC to ascertain the actual cost of execution of any particular extra item of work or supply of the plant or material on which advance is to be made or of extra items or claims, he shall direct the contractor to produce the relevant documents such as payrolls, records of personnel, invoices of materials and any or all data relevant to the item or necessary to determine its cost etc. and the contractor shall when so

required furnish all information pertaining to the aforesaid items in the mode and manner that may be specified by the designated authority of TSERC.

**80. Drawing to be kept at site:**

One copy of the drawings furnished to the contractor shall be kept by the contractor on the site and the same shall at all reasonable time be available for inspection and use by the designated authority of TSERC and the designated authority of TSERC or its representative and by any other persons authorized by the designated authority of TSERC in writing.

**81. B.I.S. [I.S.I.] books and T. S. S. S to be kept at site:**

A complete set of Indian standard specification referred to in “Technical Specifications” and T. S. S. S. shall be kept at site for reference.

**82. Site Order Book:**

An order book shall be kept at the site of the work. As far as possible, all orders regarding the work are to be entered in this book. All entries shall be signed and dated by TSERC officer in direct charge of the work and by the contractor or by his representative. In important cases, the designated authority of TSERC will countersign the entries, which have been made. The order book shall not be removed from the work, except with the written permission of the designated authority of TSERC.

**83. Variations by way of modification, omissions or additions:**

(a) For all modifications, omissions from or additions to the drawings and specifications, the designated authority of TSERC will issue revised plans, or written instructions, or both and no modification, omission or addition shall be made unless so authorised and directed by the designated authority of TSERC in writing.

(b) The designated authority of TSERC shall have the privilege of ordering modifications, omission or additions at any time before the completion of the work and such orders shall not operate to annul those portions of the specifications with which said changes do not conflict.

Designated authority of TSERC’s Decision:

It shall be accepted as inseparable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specification, mode of the procedure and the carrying out of the work, the decision of the designated authority of TSERC, shall be binding on the contractor.

**84. Income tax**

- a) During the currency of the contract deduction of income tax as applicable for the relevant financial year shall be made from the gross value of each bill of the contract, the contract value of which is in excess of Rs.10,000/- for deduction of tax procedure stipulated under Income Tax Act, 1961 shall be followed.
- b) Income Tax clearance certificate should be furnished before the payment of final bill.
- c) The Contractor is liable for making any payments after affecting TDS as per existing Laws.
- d) If any exceptions to the TDS is applicable, the same should be informed to TSERC well in advance and with relevant valid proof.

**85. Goods and Services Tax (GST):**

85.1 The rates of agreement items of works are exclusive of GST. The rates quoted by the contractor is exclusive of **GST** on works

85.2 However, GST on works contracts will be added to the gross amount in each bill at the time of payment of bills as per the prevailing rules and rates and recovery of the same shall be made from the bills,.

85.3 GST for the works contract shall be as per GST Act 2017 along with rules, regulations and notifications thereof. For works contract, tax deduction at source will be recovered from each bill of the contractor as applicable for the relevant financial year in respect of the bill amount. The TDS for GST as applicable for the relevant financial year will be added and recovered from each work bill.

85.4 It is the liability of the contractor to pay GST as fixed by the TSERC on each bill of work done. However TDS as applicable for the relevant financial year is recovered from each bill could be added in the monthly returns submitted. The contractor will be reimbursed of the balance GST paid as fixed as applicable for the relevant financial year and provided in the sanctioned estimate.

85.5 deduction during the currency of the contract will be made while making payments to the contractor

**86. Supply, stack and use of materials:**

- i) The contractor has to make his own arrangements for procurements, supply, stack and use of materials.
- ii) All materials so procured should confirm to the relevant specifications indicated in the bidding documents.
- iii) The contractor shall follow all regulations of GoTS and also GoI in respect of import licenses etc., of the procurement of the materials is through imports and the contractor shall be responsible for the payment of applicable duties and taxes, port clearances, inland transportation etc.
- iv) The contractor shall make his own arrangements for adequate storage of the materials.

## GENERAL SPECIFICATIONS AND INSTRUCTIONS

1. **I. E. RULES 1956:** The installation shall generally be carried out in conformity with the Indian Electricity Rules 1956 as amended from time to time and National Electrical Code which contains specific regulations to be adhered to in the supply and use of electricity energy in the interest of safety.
2. **VOLTAGE AND FREQUENCY OF SUPPLY:** All current consuming devices shall be suitable of the voltage and frequency of supply stated in the special conditions of contract.
3. **SYSTEM OF WIRING:** The wiring shall be carried out on such a system as may be specified in the conditions of contract. "Power wiring shall be kept separate and distinct from lighting wiring. All conductors shall be run as far as possible along the walls and ceiling, so as to be easily accessible for inspection. The balancing of circuits in 3 phase systems shall be arranged beforehand by the Engineer.
4. **CONDUCTORS:** The material and size of the conductors shall comply with the Bureau of Indian Standards and as per the provision of I. E. Rules, 1956 including but not limited to energy efficiency rules and regulation which are vogue from time to time. All cables shall have maker's name and identifications printed on the insulated surface. In case of dispute regarding make it is the responsibility of the contractor to prove that the material is original of the company.
5. **MATERIALS:** All materials, fittings, equipment and their accessories, appliances, etc used in an electrical installation shall conform to Bureau of Indian Standard specification as also I. E. Rules, 1956 including but not limited to energy efficiency rules and regulation which are vogue from time to time, wherever they exist. In case an Indian Standard does not exist, the materials and other items shall be those approved by the competent authority. A list of approved materials for use in the electrical works is enclosed. The approved makes as specified in schedule – A should invariably be used in the work. In case of other items which are not specified in schedule – A, the materials covered under approved make list can be used.
6. **TEST TO BE COMPLIED WITH:** Before an installation is permanently put into service the following test shall be complied with
  - (i) Lighting circuits shall be tested with all lamps in place except in the case of earthed concealed wiring system.

- (ii) Heating and power circuits may be tested, if desired with the heating and power appliance disconnected from the supply.
- 7) **EARTH RESISTANCE:** It is recommended that the value of any earth system shall not be more than 5 times unless otherwise specified. Care should be taken to select a material which is resistant to corrosion in the type of soil in which it will be used. The electrode shall be kept free from paint, enamel and grease. The size of the earth continuity conductor should not be less than 14 SWG (2.8.94 sqmm). Earths resistivity test shall be carried out in accordance with Indian standard code of practice for earthing.
- 8) **FANS & REGULATORS:** All ceiling fans shall be wired to a ceiling rose and suspended from a hook or shackle and insulated from the same. All joints in the suspension rod shall be screwed and all joints or bolts in connection shall be additionally secured by means of split pins.
- 9) **CONDUIT SYSTEM OF WIRING:** The conduit shall be electrically continuous from distribution board to outlet boxes for lighting, switches and other appliances. The lengths of conduit shall be joined by means of screws sockets. Threads shall be free from grease or oil and no material of this nature shall be allowed to come in contact with the conductors. The whole metal system of the conduit system shall be electrically continuous throughout and shall be permanently and efficiently connected to the earthing system.
- 10). **EXCAVATION AND BACK FILL:** All excavation and back fill including tampering shoring and strutting required for the installation of the cable shall be carried out by the contractor in accordance with the drawings and requirements laid down elsewhere. Trenches shall be filled in layer not exceeding 150 mm. Each layer shall be properly rammed and consolidated before laying the next layer. The contractor shall restore all surface, road ways, side walks, curbs, wall or other works out by excavation to their original condition, satisfactory to TSERC officers.
- 11) Prior to laying of cables, following tests shall be carried out.
  - a) Insulation test between phases, phase and earth for each length of cable before and after joining. On completion of cable laying work, the following tests shall be conducted in the presence of TSERC Engineer.
    - i) Insulation resistance test
    - ii) Continuity test
    - iii) Earth test

12) MEDIUM VOLTAGE AND LOW VOLTAGE SWITCH GEAR PANEL BOARD

The main panel board shall be floor mounted and totally enclosed. The design shall include all provisions for safety of operating and maintenance personal. The general construction shall conform to appropriate Indian Standard Specification. Cubical type switch board shall be fabricated out of sheet steel not less than 2.00 mm thick. Such steel chamber shall be stiffened by angle iron framework. Unless otherwise approved, incomer and section panels or sections shall be separate and independent. The general arrangement for multi storied construction shall be such that the horizontal bar formed presents a pleasant and aesthetic look. The general arrangement shall be got approved before fabrication. All cable entries shall be through gland plates. Cable entry plates shall be sectionalized. The construction shall include necessary cable supports for the cable alloy or rear cable chamber, incomer terminations shall be suitable for a receiving bus bar trunking. Busbar shall be firmly fixed on supports constructed from a suitable insulating materials which confirms to relevant Indian Standards. The supports shall be sufficiently robust to effectively withstand electro mechanical stresses produced in the event of short circuit. The minimum clearance to be maintained for open and closed indoor air insulated busbars / electrically non – exposed and working at system voltage upto 600 volts shall be as follows :

BETWEEN	MAIN CLEARANCE
<b>Phase to Earth</b>	<b>26 mm</b>
<b>Phase to Phase</b>	<b>32 mm</b>

- 13) DISTRIBUTION: Distribution boards shall be assembled and aligned toggled together and installed as per installation manual of the switch board supplier and relevant Indian Standard specifications. Phase sequence for each incomer shall be tested and connections adjusted accordingly. A mechanical endurance test shall be carried out by closing and opening of the circuit breaker.
- 14). COMPLETION DRAWINGS: At the completion of the work and before issuance of virtual completion the contractor shall submit to TSERC officer five sets of layout drawings drawn at approved scale indicating the complete wiring system “As installed”. The drawings shall in particulars give the following information.
- Run and size of conduit, inspection and junction boxes.
  - Number and size of conductors in each circuit
  - Location and rating of sockets and switches controlling the light and power outlets

- iv) Location and details of distribution boards, main switches and other particulars
  - v) A complete wiring diagram as installed and schematic diagram showing all connections in the complete electrical system.
  - vi) Instructions, maintenance and operation manuals if any for the equipment.
  - Vii) Contractors should obtain necessary approval, from Electrical Inspectorate authority duly submitting necessary drawings test certificates etc.
- 15). The contractor should hand over the guaranty / warranty certificates, catalogues, technical / instruction booklets to the concerned designated authority of TSERC



## **ADDITIONAL CONDITIONS TO TENDER NOTICE**

A statement giving brief particulars of equipment and resources that will be put at the disposal of the work under the following classification should accompany the tender

1.    a.    Equipment transport for material viz. lorrie/carts, crushers etc.,  
      b.    Organization: (i). technical (ii). unskilled  
      c.    Methods that will be adopted to speed up the work to ensure completion within the prescribed time.
2.    The contractor shall make his own arrangements for all the tools and plants required for the execution of the work. The equipment if any, available with TSERC may be given on hire to the contractor at rates and conditions prescribed by TSERC.
3.    National Savings Certificates and other government bonds will not be acceptable towards the EMD.
4.    All rejected materials shall be removed from the site, within 24 hours after written instructions of rejecting and materials and ordering their removal have been issued. In case of default, on the part of the contractor to carryout such order, the materials will be got removed through other agency at the contractor's risk and cost.
5.    All materials rejected or obstructing traffic shall be removed by the contractor, with the least possible delay, within the time specified, failing which it is open to TSERC to remove them at the contractor's risk, through other agency. All costs involving labour in testing and measuring during measurements and check measurements should be borne by the contractor.
6.    The contractor shall with his own expenses, make all the arrangements and take all possible steps and precautionary measures, for the safety of the public, during the execution of the electrical works. The rates offered by the contractor should be inclusive of such incidental charges.
7.    Fully accepted agreement rates will be paid only after all the items of work are completed. The agreement executing authority will decide the exact items, the rates of which are considered to be high, for the purpose of this clause and the decision of the designated authority of TSERC shall be final and binding on the contractor. (Reference to the

instruction of TELANGANA PWD Memo No. 544 / Cond'n, 72 – 2, dt. 06.07.1973 is invited).

8. As per new section 104 – C of the Income Tax 1961, deduction at the rate as applicable for the relevant financial year on the gross amounts of payments, will be effected towards income tax should the value of the contract exceeds Rs. 10,000/- (Vide Government of India reference F. N. 275 / 100 / 72 – 1 – TJI – dated 29.05.1972 and Government of TELANGANA Finance B. G. Department memo No. 53548 / 744 / BC / 82 – 1, dated 10.08.1972).
9. Where the value of the contract exceeds the sum of Rs. 10,000/- the contractor has to produce a valid income tax clearance certificate along with the tender valid for the earlier or the latest year. The final bill will be paid only after production of the said certificate as otherwise it will be withheld.

## **GENERAL CONDITIONS FOR ELECTRICAL WORK**

1. The make of material mentioned in the schedule – A, should be used on the work invariably and TSERC reserves the right to insist upon using any of the make of the material mentioned in the schedule – A
2. The work shall be carried out strictly in conformity with (i) code of practice for electrical wiring and fittings in TSERC building (ii) The Indian Standard Specification (iii) government specification, if the work carried out does not comply with the code of practice and other specifications and if the workmanship is unsatisfactory it will be binding of the contractor to redo the job without any extra cost and pay penalty as decided by TSERC towards inconvenience caused , if any.
3. The work should be carried out under the direct supervision of persons holding a certificate of competency for the type of work involved.
4. After completion of work a plan of building should be furnished indicating the location of various main and sub- boards and all the fittings together with a circuit diagram duly numbered (in the diagram)
5. The contractor will be responsible for any defect noticed during either improper workmanship or defective materials supplied by him for two calendar years from the date of final completion of work
6. Lugs should be provided for all earth connections.
7. The contractor himself should arrange for the transportation of men and material to their work spot.
8. All civil works and patch works indicated for providing electrical installations should be well finished to the satisfaction of the civil authorities. A certificate from them should be obtained to the effect that the civil and patch work done is to the satisfaction of civil authorities. It will be the responsibility of the electrical contractor to obtain such certificate from the Civil Engineer. Unless such certificate is produced TSERC will have right to withhold the bill.
9. Concreting to the pole and providing independent earthing should be done in presence of designated staff.
10. The distribution boards (DB) with switch controls shall be separate in each floor for normal supply and essential supply.

11. The lighting circuits shall be provided with separate conductor to enable to connect the normal lighting and essential lighting without linking to any of the above systems to ensure to switch over to essential supply in order to have minimum lighting to avoid inconvenience to the staff working.
12. The controls for the luminaires are to be provided for both normal supply and essential supply and shall be separate and away from the each system.
13. For the points to be connected to essential supply, a separate conduit system is to be laid as enumerated in the above conditions.
14. The locations for the D. B's. and switch controls for essential supply will be decided during the course of execution where the circuit conduit way have to be terminated.
15. The agency is bound to supply the materials prescribed in schedule – A and no change of specification and make will be entertained. The tenderer has to survey the market regarding availability of the materials for specified item brand / specified make in schedule – A before tendering for the work. In case of discrepancy the final decision will be taken by the tender accepting authority.
16. The tenderer has to furnish the copy of the relevant test certificates / delivery challan against the materials supplied in support of genuine electrical materials
17. Tenderer has to furnish compliance report comprising the details of the testing of the installation duly indicating IR values and fitness before the Energisation as per I. E. rules and he is solely responsible after energisation of the installation during the defect liability.
18. It is bound and duty of the tenderer to see that the site is taken over after issue of the work order or after signing the agreement and should commence the work without delay. Any failure in this regard will be viewed seriously and necessary penalty will be levied as per agreement conditions.
19. The tenderer has to keep the necessary test equipment at site at his own cost for the convenience of the inspecting officers till the work is completed.

### **Super ECBC Compliance manuals:**

The building is poised to achieve the Super ECBC Compliance and some of the related manuals can be accessed from the following sources. The list is representative and not exhaustive. The Contractor has to adhere to all the Compliances and ensure that the building is a Super ECBC complied.

1. Energy Conservation Building Code 2017  
<https://beeindia.gov.in/sites/default/files/ECBC%20book%20final%20one%20%202017%20with%20Amendements.pdf>
2. Energy Conservation Building Code User Guide  
[https://beeindia.gov.in/sites/default/files/ECBC%20User%20Guide%20V-0.2%20\(Public\).pdf](https://beeindia.gov.in/sites/default/files/ECBC%20User%20Guide%20V-0.2%20(Public).pdf)
3. Energy Conservation Building Code User Manual  
[https://beeindia.gov.in/sites/default/files/ECBC\\_Users%20Manual.pdf](https://beeindia.gov.in/sites/default/files/ECBC_Users%20Manual.pdf)
4. Energy Conservation Building Code Rules  
[https://beeindia.gov.in/sites/default/files/ECBC%20Rules\\_Gazette.pdf](https://beeindia.gov.in/sites/default/files/ECBC%20Rules_Gazette.pdf)
5. Tip Sheet for Building Lighting Design  
<https://beeindia.gov.in/sites/default/files/Building%20Lighting%20Design%20Tip%20Sheet.pdf>
6. Tip Sheet for Building Envelope  
[https://beeindia.gov.in/sites/default/files/Building\\_Envelope\\_Tip\\_Sheet.pdf](https://beeindia.gov.in/sites/default/files/Building_Envelope_Tip_Sheet.pdf)
7. Tip sheet for Energy Simulation  
<https://beeindia.gov.in/sites/default/files/Energy%20Simulation%20Tip%20Sheet.pdf>

## **DRAWINGS**

### **1.0 DRAWINGS:**

- 1.1 The plans enclosed with the tender are liable to be altered during execution of work as per necessity of site conditions. The rates quoted by the contractor for various items shall hold good for execution of work even with altered plans.
- 1.2 One set of drawings, on the basis of which actual execution of the work is to proceed shall be furnished free of cost to the contractor by the TSERC / designated authority of TSERC progressively according to the schedule of work submitted by the contractor and accepted by the TSERC / designated authority of TSERC. Drawings for any particular activity shall be issued to the contractor at least 30 days in advance of the scheduled date of the start of the activity. However, no extra claims by the contractor towards any delay in issue of drawing or issue of any revision / change to the drawings issued earlier shall be admissible. The TSERC shall intimate the contractor 7 days in advance regarding any delay to issue of drawings, for any

particular stage of works. If work gets affected due to delay ~~to~~ in issue of drawings, for any particular stage of work the contractor shall be granted extension of time as deemed fit by the TSERC.

- 1.3 Signed drawings shall not be deemed to be an order for work unless they entered in the agreement or schedule of drawings under proper alterations of the contractor and designated authority of TSERC or unless they have been sent to the contractor by the designated authority of TSERC with a covering letter confirming that the drawing is an authority to work in contract.

## **2.0 DISCREPANCIES:**

- 2.1 In case of discrepancies between documents the following order of procedure shall apply:-

- 2.1.1 Between the written description of written dimensions in the drawings and the corresponding one in the specifications, the latter shall apply.

- 2.1.2 Figured dimensions shall supersede scaled dimensions. The drawings on a larger scale shall take precedence over those on a smaller scale.

- 2.1.3 Drawings issued as construction drawings from time to time shall supersede tender drawings and also the correspondence drawings previously issued.

Note: The contractor should not execute any component of work without obtaining the working drawings. Any work done without drawings shall be at the contractor's responsibility only. Acceptance for such work will be at the discretion of the Designated authority of TSERC.

## **3.0 SECRECY CLAUSE**

The drawings and specifications made available to the tenderer shall exclusively be used on the work and they are restrained from passing on each plan to any unauthorized hand either in parts or in full under the provisions of Section-3 and 5 of the Official Secrets Act 1923. Any violation in this regard will entail suitable action under appropriate clause of Official Secrets Act 1923.

**BILL OF QUANTITIES  
AND  
PRICE BID**

**Name of the work:**

**Package - II**

Supply and installations of Internal and external Electrification including DG Set and excluding conduit pipes laid in brick work and slabs , Supply and laying of LAN, Networking and Communication systems, CCTV surveillance systems, Fire Fighting system, Hydro Pneumatic pumps, UPS, Sewerage Treatment Plant for 7 KLD (Other than Civil works), Integrated Building Maintenance System, to Vidyut Niyantaran Bhavan (TSERC) at Kalyan Nagar, Hyderabad.

**BILL OF QUANTITIES**

**PREAMBLE**

1. The 'Bill of Quantities' shall be read in conjunction with the instructions to tenderers, general and special conditions of contract technical specifications and drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide common basis for tendering. The quantities here given are those upon which the lumpsum tender cost of the work is based but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The basis of payment will be actual quantities of work ordered and carried out as measured by the Contractor and verified by the site engineer and valued at the contract rate as quoted in the Bill of Quantities where applicable, and otherwise at such rates and prices as the designated authority of TSERC may fix within the terms of contract.
3. The rates quoted by the bidder as per the Bill of Quantities shall, except in so far as it is otherwise provided under the Contract include cost of all constructional material, labour, machinery, transportation, erection, maintenance, profit, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The plans enclosed with the tender are liable to be altered during execution of work as per necessity of site conditions. The tender rates

quoted by the tenderer shall hold good for execution of work even with altered plans.

5. The whole cost of complying with the provisions of the contract shall be included in the quoted rates for items provided in the Bill of Quantities and where no items are provided in the Bill of Quantities, their cost shall be deemed to be distributed among the estimate rates entered for the related items of work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering estimate rate against each item in the Bill of Quantities.
7. The method of measurements of completed work for payment shall be in accordance with the relevant B. I. S. Codes and T. S. S. S.
8. All items of work are to be executed as per the drawings / specifications supplied with the contract documents.

If there is any contradiction between the drawings and the text of the specifications, the latter shall prevail.

9. The quantum of measurement for all items of earthwork involving conveyance manually or by machinery shall be as assessed by level measurement. The measurements for the embankment will be for the consolidated banks only.
10. Wherever bailing out of water is involved either for excavation or for foundations or for constructions, the percentage quoted shall take into account the dewatering charges necessary. No separate payment will be made for dewatering.
11. The quoted rates shall also include the work of any kind necessary for the due and satisfactory construction, completion and maintenance of the works according to the drawings and these specifications and further drawings and orders that may be issued by the Designated authority of TSERC from time to time. The quoted rates shall include compliance by the contractor with all the general conditions of contract, whether specifically mentioned or not in the various clauses of these specifications, all materials, machinery, plant, equipment, tools, fuel, water, strutting, timbering, transport, offices, stores, workshop staff, labour and the provision of proper and sufficient protective works,



diversions, temporary fencing and lighting. It shall also include safety of workers, first aid equipments suitable accommodation for the staff and workmen, with adequate sanitary arrangements, the effecting and maintenance of all insurances, the payment of all wages, salaries, fees, royalties / taxes, duties or other charges arising out of the execution of works and the regular clearance of rubbish, reinstatement and clearing-up of the site as may be required on completion of works safety of the public and protection of the works and adjoining land. The work of building in quality control / assurance shall be deemed to be covered in the quoted percentage.

12. The contractor shall ensure that, the quoted rates shall cover all stages of work such as setting out, selection of materials, selection of construction methods, selection of equipment and plant, deployment of personnel and supervisory staff, quality control testing etc. The work quality assurance shall be deemed to be covered in the tender percentage.
13. a) The special attention of the tenderer is drawn to the conditions in the tender notices wherein reference has been made to the TELANGANA Standard Specifications [TSSS] and the standard preliminary specifications containing therein. These preliminary specifications shall apply to the agreement to be entered into between the contractor and the TSERC, the specifications of government of TELANGANA and shall form an inseparable condition of the contract along with the estimate. All these documents taken together shall be deemed to form one contract and shall be complimentary to another.
14. The tenderers attention is directed to requirements for materials under the clause 'materials and workmanship' in the preliminary specifications of TSSS. Materials conforming to the Bureau of Indian Standards specifications, TSSS etc., shall be used on the work and the tenderers shall quoted his overall tender percentage accordingly.
15. The tenderer has to do his own testing of materials and satisfy himself that they conform to the specifications of respective I. S. I. Codes before tendering.
16. The tenderer's particular attention is drawn to the sections and clauses in the T.S. standard specification dealing with
  - a) Test, inspection and rejection of defective materials and work.

- b) Carriage
- c) Construction plant
- d) Water and lighting
- e) Cleaning up during the progress and for delivery.
- f) Accidents
- g) Delays
- h) Particulars of payments.

The contractor should closely peruse all the specification clauses, which govern the overall tender percentage he is tendering.

17. The defect liability period of contract in terms of G. O. Ms. No: 8, T (R & B) Dept. dated: 08.01.2003 is **twenty four months**.
18. The rates quoted for items shown in the schedule "A" include all construction materials. No escalation in rates will be paid unless specified in the tender document. The tenderer has to quote item wise rates considering all the aspects of the tender to complete the finished item of work as per the TSSS / MORT&H / B. I. S. specifications, the special specifications appended, drawings etc.
19. If there is any contradiction between TSSS / MORT&H and B. I. S. specifications, listed and detailed technical specifications, the latter shall prevail.
20. In case of a job for which specifications are not available with the schedule or in TSSS / MORT&H or B. I. S. code and are required to be prescribed, such work shall be carried out in accordance with the written instructions of the designated authority of TSERC.
21. Additions and alternations by the tenderer in the schedule of quantities will disqualify the tender.
22. In the case of discrepancies between the written description of the item in the schedule "A" and the detailed description in the specification of the same item, the latter shall be adopted.
23. The unit rates quoted those governing payment of extras or deductions for omissions according to the conditions or the contract as set forth in the preliminary specifications of the T. S. standard specifications and other conditions of specification of this contract.
24. It is to be expressly understood that the measured work is to be taken according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the

designated authority of TSERC and the cost calculated by measurement or weight at their respective rates without any additional charge for any necessary or contingent works connected herewith. The quoted tender rates are for works in situ and complete in every respect.

25. For all items of work in excess of the quantities indicated the rates payable for such excess quantities will be tendered rates that is rates accepted by TSERC.
26. For all items of work, intermediate payment will be made provisionally as per relevant clause. Full-accepted agreement rates will be paid only after all the items of works are completed.
27. The contractor is bound to execute all supplemental works that are found essential incidental and inevitable during execution of main work.
28. The payment of rates for supplement items of work will be regulated as under.
  - a) Supplemental items directly deductible from similar items in the original agreement.
  - b) The rates shall be derived by adding to or subtracting from the agreement rate of such similar item the cost of the difference in the quantity of materials labour between the new items and similar items in the agreement worked out with reference to the schedule of rates adopted in the sanctioned estimate with which the tenders are compared.
  - c) Similar items but the rates of which cannot be directly deducted from the original agreement.
  - d) Purely new items which do not correspond to any item in the agreement.
  - e) The rate of all such items shall be quoted and accepted rates.
29. ENTRUSTMENT OF ADDITIONAL ITEMS.
  - a) Where ever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor dispensing with tenders and if the value of such items exceeds the limits upto which the officer is empowered to entrust

works initially to contractor without calling for tenders approval of next higher authority shall be obtained. Entrustment of all such items on nomination shall be rates not exceeding the estimate rates.

- b) Entrustment of supplement items contingent on the main work will be authorised by the officers upto the monetary limits upto which they themselves are competent to accept items in the original agreement so long as the total amounts upto which they are competent to accept in an original agreement rates for such items shall be worked in accordance with the procedure prescribed in G. O. Ms. No. 1493 PWD, dated:25.10.1971 and as amended in govt. memo number 544 cod 72-22 dt: 06.07.1973.
- c) Entrustment of either the additional supplemental items shall be further subject to the provisions under para 176 (b) of APWD Code Viz., the items shall not be ordered by an officer on his own responsibility if the revised estimate or deviation statement providing for the same requires the sanction of higher authority.

## **BILL OF QUANTITIES**

[Part-I]

### **Name of work: - Package - II**

Supply and installations of Internal and external Electrification including DG Set and excluding conduit pipes laid in brick work and slabs, Supply and laying of LAN, Networking and Communication systems, CCTV surveillance systems, Fire Fighting system, Hydro Pneumatic pumps, UPS, Sewerage Treatment Plant for 7 KLD (Other than Civil works), Integrated Building Maintenance System, to Vidyut Niyantran Bhavan (TSERC) at Kalyan Nagar, Hyderabad.

<b>Sl.No</b>	<b>Approximate quantity In figures/ words</b>	<b>Description of work</b>	<b>Specification No / APSS / BIS / MORT&amp;H</b>	<b>Unit In figures / words</b>	<b>Estimate Rate In figures / words</b>	<b>Amount in Rs.</b>

		<b>Schedule “A” Enclosed</b>				

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## **BILL OF QUANTITIES**

### **Part-II**

#### **Details of maximum amount reimbursable to the contractor**

- 1) Towards Insurance premium : Nil
- 2) Towards technical agent charges : Nil  
One Graduate Engineer (Ele) &  
One Diploma Engineer (Ele)  
(Having appropriate Competency  
Certificate issued by T.S.E.L.B.)

The tenderers are eligible for reimbursement of amounts towards engaging technical personnel not exceeding the amounts indicated above, subject to production of copies of appointment order & payment voucher for technical personnel etc., failing to comply with the above, reimbursement shall not be allowed but suitable penalty shall be imposed for not engaging technical personnel



**ANNEXURE – A**  
**FINANCIAL BID**

**Package - II**

1 Supply and installations of Internal and external Electrification including DG Set and excluding conduit pipes laid in brick work and slabs, Supply and laying of LAN, Networking and Communication systems, CCTV surveillance systems, Fire Fighting system, Hydro Pneumatic pumps, UPS, Sewerage Treatment Plant for 7 KLD (Other than Civil works), Integrated Building Maintenance System, to Vidyut Nyantran Bhavan (TSERC) at Kalyan Nagar, Hyderabad.

**Bidding value (in figures & words): Rs.XXXX**

**(RUPEES :**

**ONLY)**

I **M/s.** \_\_\_\_\_ do hereby express my/our willingness to execute the aforesaid work as per the conditions, standards, specifications, rules, regulations, etc., stipulated in the tender documents for the above mentioned amount.

a) At estimate value.

SIGNATURE, NAME OF THE TENDERER / AUTHORISED SIGNATORY

## DEFINITIONS

In the “bid / tender” unless the context otherwise requires the words and phrases employed in this document shall have the meaning as assigned to them herein:

- (A). “bid / tender” shall mean the Techno Commercial and the Price/Financial Bid submitted by the bidder along with all documents/credentials/attachments, formats, etc., in response to this Bid Document, in accordance with the terms and conditions hereof.
- (B). “bidder / tenderer” shall mean bidding company (lead bidder) submitting the bid. Any reference to the bidder includes bidding company including its successors, executors and permitted assigns jointly and severally, as the context may require”;
- (C). “bidding company” shall refer to such single company or firm/joint venture companies or firms who have submitted the bid in accordance with the provisions of this document;
- (D). “bid deadline” shall mean the last date and time for submission of bid in response to this tender notification as specified in bid information sheet and as specified in this bid document including all amendments thereof;
- (E). “bid document” shall mean all definitions, sections, layouts, drawings, photographs, formats and annexure etc., as provided in this bid including all the terms and conditions hereof.
- (F). “chartered accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a chartered accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- (G). “competent authority” shall mean Commission/Commission Secretary, TSERC himself and/or a person or group of persons nominated by Commission for the purposes mentioned in this document;
- (H). "contract" means the agreement entered into between the TSERC and the Contractor/successful bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (I). "contract price / contract value" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in bid and/or the contract rates as payable to the contractor for the entire execution and full completion of the work (price for supply, transportation (including loading, unloading and transfer to site), insurance including change order etc.

- (J). “completion of work” means that the project/works have been completed operationally and structurally has been attained as per technical specifications.
- (K). “contract document” shall mean collectively the bid document, design, drawings, and specifications, BOQs, annexures, agreed variations, if any, and such other documents consisting the bid and acceptance thereof;
- (L). “day” means calendar day;
- (M). “defect liability period” means the period of validity of the warranties given by the contractor (commencing at completion of the project/works, during which the contractor is responsible for defects with respect to the project/works.
- (N). “designated authority” shall mean such authority is assigned by the Commission from time to time
- (O). “EMD or earnest money deposit” shall mean the unconditional and irrevocable online payment or DD only to be submitted along with the bid by the bidder;
- (P). “ECBC” Energy Conservation Building Code
- (Q). “eligibility criteria” shall mean the eligibility criteria as set forth in this tender document, BOQ, technical & special conditions of contract of this BID;
- (R). “effective date” means the date from which the time for completion shall be determined; (S). “GCC” means the general conditions of contract contained in this section;
- (T). “goods” means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the works by the contractor under the contract but does not include contractor’s equipment;
- (U). “NIT” shall mean Notice Inviting Tender (AA)
- (V). “NZEB” shall mean Net Zero Energy Building
- (W). “owner” “employer” or “TSERC” shall mean Telangana State Electricity Regulatory Commission, Hyderabad.
- (X). “price/financial bid” shall mean online bid, containing the bidder’s quoted price as per the format prescribed in annexure A of this BID document
- (Y). “qualified bidder” shall mean the bidder(s) who, after evaluation of their techno commercial bid as per eligibility criteria set forth in this bid document and BOQ

- stand qualified for opening and evaluation of their price/financial bid;
- (Z). “statutory auditor” shall mean the auditor of a company appointed under the provisions of the Companies Act, 2013 or under the provisions of any other applicable governing law;
  - (AA). “services” means all those services ancillary to the supply of the products, to be provided by the contractor under the contract; e.g. transportation (including loading, unloading and transfer to site) and provision of marine or other similar insurance, inspection, expediting, carrying out guarantee tests, operations, maintenance etc.
  - (BB). “successful bidder(s) / contractor(s)” shall mean the bidder(s) selected by employer pursuant to this Bid i.e. on whom award is made.
  - (CC). “standards” shall mean the standards mentioned in the technical specification of the goods and equipment utilized for the work or such other standard which ensure equal or higher quality and such standards shall be latest issued by the concerned institution like Bureau of Indian Standards (BIS), Bureau Energy Efficiency (BEE) etc.
  - (DD). “time for completion” means the time within which completion of the project/works is to be attained as per the LOA or the relevant provisions of the contract;
  - (EE). “LEED AP” means Leadership in Energy and Environmental Design Accredited Professional
  - (FF). “IGBC AP” means Indian Green Building Council Accredited Professional
  - (GG). “GRIHA CP” Green Rating for Integrated Habitat Assessment Certified Professional