



**TRIPURA STATE ELECTRICITY CORPORATION LIMITED
(TSECL)**

NOTICE INVITING TENDER

NIT No. DGM / TCD / 18-19 / 02 dated 20.02.2019.

Name of work: - Procurement of materials for repairing of Distribution Transformers of rated capacity from 10 KVA to 500 KVA for Workshop Sub-Division, 79 Tilla, Agartala.

Estimated cost put to Tender:- Rs. 23,72,545.00

Earnest money: - Rs.47,500.00

Time for completion: - 180 (one hundred & eighty days)

This Tender Document contains 45 (forty-five) pages excluding cover pages.

**Dy. General Manager
Testing & Communication Division, TSECL,
79 Tilla, Agartala.**

SECTION – I

NOTICE INVITING TENDER

TRIPURA STATE ELECTRICITY CORPORATION LIMITED

NOTICE INVITING COMPETITIVE BIDDING / TENDER FOR PROCUREMENT OF MATERIALS FOR REPAIRING OF DISTRIBUTION TRANSFORMERS OF RATED CAPACITY FROM 10 KVA TO 500 KVA FOR WORKSHOP SUB-DIVISION, 79 TILLA, AGARTALA.

1.0 INTRODUCTION:

TSECL invites sealed Bids / Tenders in **2 (two) parts (Part – I : Bid Guarantee, Pre-Qualification Bid & Techno-Commercial Bid, Part – II : Price Bid)** for **Procurement of material for repairing of Distribution Transformers of rated capacity 10 KVA to 500 KVA for Workshop Sub-Division, 79 Tilla, Agartala.**

2.0 SCOPE OF WORK:

The scope of work covered the procurement of materials for repairing of 11/0.433 KV transformer of capacity 10 KVA to 500 KVA for consignee to the Senior Manager, Electrical Workshop Sub-Division, 79-Tilla, Agartala, including package, loading, unloading, transportation etc.

3.0 Scope of work given above is only indicative. The detailed scope has been described in the **price bidding schedule** attached with this bidding document.

Bid Receipt time and date : Up to 3.00 p.m. on 05 / 03 / 2019 .
Bid opening time and date : 3.30 p.m. on 05 / 03 / 2019 if possible.
Cost of bidding document : Rs.1,000.00
Earnest Money : Rs. 47,500.00
Completion Period : 180 (one hundred & eighty) days.

4.0 QUALIFYING REQUIREMENTS FOR BIDDERS

4.1 TECHNICAL ELIGIBILITY:

The bidder must have experience in the similar nature of job and shall have to submit performance certificate of similar nature of work.

Authentic Documents in support of the above facts should be accompanied with the Bid. TSECL shall verify the same accordingly.

4.2 FINANCIAL ELIGIBILITY (As per Audited Annual Accounts):

The minimum average annual turnover of the bidder for the last 3 (three) financial years should not be less than **Rs.7.20 lac.**

5.0 The **tender form** can be seen and downloaded from the TSECL's official website www.tsecl.in and also from Govt. of India website www.tenders.gov.in & Govt. of Tripura website <http://www.tripuratenders.gov.in>. **All the proposals shall be separately sealed with the inscription of proposal (bid) along with tender reference. The offers containing all the proposals shall be sealed in a big envelop with the NIT No. & date of opening schedule and to be submitted within date & time specified and shall be opened sequentially in presence of authorized representative of intending bidders.**

5.1 Tender will be received only at Testing & Communication Division, 79 Tilla, Agartala up to 3.00 pm. The pre-qualification & techno-commercial bid shall be opened at 3.30 pm on the same day. In case of any Holiday / Bandh the pre-qualification & techno-commercial bid shall be opened on the next working day at the same time. Only the successful bidders in pre-qualification & techno-commercial bid segment shall be allowed for their price bid. Tender should be accompanied with earnest money to be deposited in the form of **Demand Draft or Banker Cheque** on any nationalized / scheduled Bank in favour of **TRIPURA STATE ELECTRICITY CORPORATION LIMITED** payable at Agartala as per requirement of **clause 3.0** of this section. No tender submitted or received through post after the fixed date and time will be entertained.

(In case the above scheduled last date for receiving of tender against the NIT is declared holiday by the State Government tender(s) in response to the said NIT will be received up to 3.00 p.m. on the following working day keeping other clauses of NIT unchanged).

5.2 The bidder shall bear all cost and expenses associated with purchase and submission of its bid including post bid discussions, technical & other presentation etc. and TSECL will in no case be responsible or liable for these cost, regardless the conduct or outcome of the bidding process.

5.3 The bidder shall furnish documentary evidence in support of the qualifying requirements stipulated above along with their bid as per **clause 4.0 of this section**. Bid received without such documents shall be summarily rejected.

5.4 Tender form can be **downloaded from the** TSECL's official website www.tsecl.in and also from Govt. of India website www.tenders.gov.in & Govt. of Tripura website <http://www.tripuratenders.gov.in> and the **cost of the Tender Form shall be as in clause 3.0 of this section which shall be deposited in the form of Demand Draft / Banker Cheque on any Nationalized / Scheduled Bank** in favour of **TRIPURA STATE ELECTRICITY CORPORATION LIMITED** payable at Agartala in a separate sealed envelope along with bid document.

Non submission / short submission of cost of tender form in case of down loading will be treated as non responsive and shall be rejected outright.

5.5 **The down loaded tender documents in undamaged condition shall be signed by the tenderer / bidder on all pages and will be enclosed with the price bid.** All corrections to rates and items in the tender should be initialed by the tenderer / bidder. Every pages of the rate schedule be signed in full by the tenderer / bidder.

5.6 **The bidders must quote their rates in the prescribed price bidding schedule in the downloaded tender document otherwise the bid shall be treated as non-responsive and shall be rejected. The Bidder shall have to give a DECLARATION that he / they have gone through the details of the bidding document as per format appended. No other price schedule framed by the bidder shall be accepted by TSECL and it shall be rejected.**

5.7 Canvassing in connection with tenders / uncalled remarks by the tenderer will lead to rejection of the tender.

5.8 The bidder(s) responsibility for this contract shall commence from the date of issue of order of acceptance of tender and the **period shall be reckoned from 7th (seventh) day** after date of issue of the Letter of Award (LOA).

5.9 Before submitting tenders, the tenderers are to satisfy themselves by actual visit to the site of work / supply as regards the prevailing conditions of approaches and roads and availability of labourers and materials etc. and tenderers submitting tender shall be deemed to have done so.

No claim on the above will be entertained afterwards and all works and items necessary for completion of the work shall be completed by the bidder / successful contractor irrespectively not mentioned but required by TSECL whatsoever.

- 5.10** The bid shall remain open for **acceptance for a period of 180 (one hundred & eighty) days from the date of opening of tender**. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the TSECL, the TSECL shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely.
- 6.0** **Power of Attorney, if given to authorized signatory for signing the contract Agreement, shall be made in an INDIAN NON-JUDICIAL STAMP PAPER of Rs.100.00 (Rupees one hundred) only.**
- 7.0** The bidding documents are not transferable and cost of bidding document is not refundable under any circumstances.
- 8.0** The bidder shall be required to deposit earnest money as specified in the NIT in the shape of **Demand Draft** or **Banker Cheque** from any nationalized / scheduled Bank guaranteed by Reserve Bank of India favouring **TRIPURA STATE ELECTRICITY CORPORATION LIMITED** payable at **Agartala** along with the bid in a separate sealed envelope. The earnest money deposited is adjustable with contract performance guarantee.

On award of work the successful bidder shall be required to furnish a contract performance guarantee @ 10% of the LOA value in the shape as detailed below:

- a. 50% of Contract Performance Guarantee (CPG) in the shape of Bank Guarantee (BG)** from any nationalized / scheduled Bank guaranteed by Reserve Bank of India favouring **TRIPURA STATE ELECTRICITY CORPORATION LIMITED** payable at **Agartala**.
- b. Balance 50% amount will be deducted from running bills on pro-rata basis or minimum 10% of the balance amount whichever is higher from each bill till full realization of Contract Performance Guarantee (CPG) & this deduction shall be completed before processing of final bill .**

BID NOT ACCOMPANIED WITH REQUISITE BID EARNEST MONEY IN A SEPARATE SEALED ENVELOPE SHALL NOT BE ENTERTAINED AND SHALL BE RETURNED TO THE BIDDER WITHOUT BEING OPENED.

- 9.0** The Bidder should submit the following attested documents with the tender during the time of Dropping: -
- a) PTCC / STCC of Current Validity**
 - b) Copy of PAN Card**
 - c) Copy of Trade License**
 - d) Audited Accounts**
 - e) Supply Performance Certificate**
 - f) GST Registration Certificate**
- 10.0** **Place of Dropping:** - Tender will be received only at O/o the Deputy General Manager, Testing & Communication Division, 79 Tilla, Agartala up to 3.00 PM of the notified schedule date. The pre-qualification bid shall be opened on the same day if possible; otherwise the pre-

qualification bid shall be opened on the next working day or shall be communicated with confirmation of the opening date.

- 11.0 TSECL will not be liable for any delay by post / courier in receiving any tender for the work. Tender received within the schedule date and time shall only be considered.
- 12.0 The item rates as per schedule of this tender process shall be finalized on the basis of overall lowest price offered subject to compliance of "**Pre-Qualification & Techno-commercial bid**".
- 13.0 The successful bidders / approved bidders shall have to execute an agreement with the Deputy General Manager, Testing & Communication Division, 79 Tilla, Agartala, and be allowed running bill quarterly based on satisfactory performance with respect to terms & conditions / special terms & conditions after due verification and certification by the concerned Sr. Manager, TSECL.
- 14.0 **The Agreement shall be valid up to 6 (Six) months (180 days) for completion of supply / delivery of the ordered quantity and shall be reckoned from the 8th Day of the issue of the supply order. Supply / delivery of materials must have to be completed @ 25 % of the ordered quantity within the 1st month. For the rest 75% of the ordered quantity, deliver/supply of materials must be completed @ 15% in the 2nd, 3rd, 4th, 5th & 6th month respectively. Please note that time allowed for completion of the supply is the essence of this order/contract. If necessary it may be extended for further period at the same Rate(s), Terms & Conditions as may be decided by the authority.**
- 15.0 Taxes as applicable shall be deducted at source.
- 16.0 The bidder should quote rate(s) and amount both in figure & words respectively.
- 17.0 The successful bidder will have to enter in an agreement with TSECL.
- 18.0 The intending bidder must be willing to produce the break-up of prices if desired by the authority.
- 19.0 Address for communication.

**The Deputy General Manager
Testing and communication Division
79tilla, Agartala, West Tripura
Ph. No. 0381-2359352.**

SECTION – II

INSTRUCTION TO BIDDERS

1.0 GENERAL INSTRUCTIONS

The bidders are to satisfy themselves by actual site visit to the site of work as regards the prevailing condition of approaches, transportation facilities, availability of labourers and availability of materials etc. before submission of bid. No claim or excuse on this account will be entertained at any stage later on, whatsoever.

2.0 COST OF BIDDING

The Bidder shall bear all the costs and expenses associated with preparation and submission of Bid including post-bid discussions, technical and other presentation etc. and the TSECL shall in no case be responsible or liable for these costs, regardless the conduct or outcome of the bidding process.

3.0 THE BIDDING DOCUMENT

3.1 CONTENTS OF BIDDING DOCUMENTS

The goods and services required, bidding procedures and contract terms are as prescribed in the Bidding Documents.

In addition to the Invitation for Bids, the Bidding Documents is a compilation of the following sections:

Section – I : Notice Inviting Tender

Section – II : Instructions to Bidders

Section – III : General Terms & Conditions of Contract

Section – IV : Special instruction to Bidder(s)

Section – V : Price bidding schedule

3.2 UNDERSTANDING OF BIDDING DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder's risk and may result in the rejection of its Bid.

4.0 CLARIFICATIONS ON BIDDING DOCUMENTS

4.1 If prospective Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part or requires any clarification on Bidding Documents should make the request / notify the tender inviting authority of TSECL in writing. The concerned authority of TSECL shall respond in writing to any request for such clarification of the Bidding Documents, which it receives not later than fifteen (15) days prior to the deadline for submission of bids stipulated in tender notice. Written copies of the response (including an explanation of the query but without identifying its source) shall be sent to all prospective bidders who purchased the tender document.

4.2 Verbal clarification and information given from any offices of TSECL or his employee(s) or his representative (s) shall not in any way be binding on TSECL.

5.0 AMENDMENT TO BIDDING DOCUMENTS

- 5.1** At any time prior to the deadline for submission of bids, TSECL may, for any reason, whether at its own initiative or in response to a written clarification requested by a prospective Bidder at least 15 (fifteen) days before the deadline for submission of bid, modify the Bidding Documents by amendment (s).
- 5.2** The amendment shall be notified in writing or by Fax or Post or Email to all prospective Bidders, who have requested for clarification, at the address contained in the letter of request for clarification. TSECL shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.
- 5.3** In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, TSECL may, at its discretion, extend the deadline for submission of bids.
- 5.4** Such amendments, clarifications, etc shall be binding on the bidders and shall be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the Bid.

6.0 PREPARATION OF BIDS

6.1 LANGUAGE OF BID

The Bid prepared by the Bidders and all correspondence and documents relating thereto, exchanged by the Bidder and TSECL, shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

7.0 LOCAL CONDITIONS

- 7.1** It shall be imperative on each bidder to fully inform him of all local conditions and factors, which may have any effects on the execution of the contract covered under these documents and specifications. The Owner shall not entertain any request for clarification from bidders, regarding such local conditions.
- 7.2** It must be understood and agreed that such factors as above have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents shall be entertained by TSECL. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by TSECL.

8.0 DOCUMENTS COMPRISING THE BID

The Bid shall be submitted in **2 (two) parts** in **separate sealed envelopes** properly **super scribing tender no., name of work and bid opening date** as follows:

Part – I: Bid Guarantee & Pre-Qualification Bid Data & Techno-Commercial Bid

- i) Containing Bid earnest money and cost of bid document as per the stipulations of the Bid Documents in a separate sealed envelope.
- ii) Containing Documentary Evidence of the Bidder fulfilling the Qualifying Requirements stipulated in the NIT / Bid Document.
 - a. Bidder shall furnish photo copies of original documents of registration and place of business.
 - b. Written power of attorney / Board resolution of the signatory of the bid.

- c. Copy of audited annual accounts of the company for the last 3 (three) years to verify the average annual turnover as per qualifying requirement.
 - d. Copies of PAN Card, Sales Tax, GST Registration Certificate.
 - e. The bidders who have earlier failed to execute the purchase order(s) to any power utility and or black listed by any power utility shall not be eligible to participate in this tender. In this context a declaration duly attested by notary shall be attached with the bid that the bidder is not blacklisted by any power utility for bad performance (**Annexure – IV**). In absence of such self declared performance certificate, the bidder may not qualify the techno-commercial evaluation. Any litigation against the bidder but not cleared by court shall be produced along with tender document (**Annexure – V**).
- iii) Containing Bidders Technical Proposal, drawings etc. along with his Commercial Terms, Payment Terms in conformity with the Bid Documents.

Part – II: Price Bid

The price schedule as per the format indicated in the Bid Price Schedule (**Section – V**). The price should be quoted both in figures and words (sub-total and total value). If there is no meaning of words the figures will be considered otherwise words are final. **No other price schedule format, other than this (Section – V) shall be acceptable and in such event of submission in their own price format, the bids shall be cancelled.**

9.0 SCOPE OF THE PROPOSAL

9.1 The approved bidders, to whom the LOA shall be placed, have to execute the work as per provision laid down in **Clause no. 2.0 of Section – I** of this NIT. The following shall also be included:

- i) **Supply of tendered materials should be as per IS / CBIP standard. Only reputed make used in the Distribution Transformer manufacturing industry shall be accepted.**
- ii) **Packing, transportation & delivery of material F.O.T. at the consignee is the sole responsibility of the bidder.**
- iii) **After delivery, the consignee has the full liberty / right to verify all supplied materials. Maintaining Quality of the supplied items is attributable only on the bidder/supplier and any discrepancy in quality of material shall be liable for rejection. In this regard decision of TSECL is final and mandatory.**

9.2 Bids containing deviations from provisions relating to the following clauses shall be considered as non-responsive:

- i) **Price Basis and Payments:** Clause no. 11.0 (Section – II)
- ii) **Bid Guarantee:** Clause no. 16.0 (Section – II)
- iii) **Contract Performance Guarantee:** Clause no. 8.0 (Section – I)
- iv) **Liquidated Damages:** Clause no. 13.0 (Section – III)
- v) **Guarantee:** Clause no. 14.0 (Section – III)
- vi) **Payment:** Clause no. 30.0 (Section – III)

The determination of a Bid's responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.

9.3 Bids not covering the above entire Scope of Work shall be treated as incomplete and hence rejected.

10.0 BID PRICE

10.1 The Bidder shall quote **firm** unit rates in the appropriate schedule of the Bid Document, for the entire period of schedule / extended schedule if any without any additional cost to TSECL.

10.2 The Bidder shall also furnish the price breakup in the appropriate schedule of Bid Form to indicate the following:

- i) Ex-works price of the equipment / materials (including tools and tackles etc.)
- ii) Charges for inland transportation and insurance for delivery of the equipments / materials up to their final destinations.
- iii) Lump-sum charges towards unloading, storage & transit insurance, erection, testing and commissioning.
- iv) Tax and any other levies legally payable on the transactions between the Owner and the Bidder as per prevailing rates.

11.0 PRICE BASIS AND PAYMENTS

11.1 The bidders shall quote **firm Price** in their price bidding schedule for the entire Scope of Work covered under the Technical Specification as required in the Bid, till taking over by TSECL.

11.2 Bidder shall indicate Bid prices in Indian Rupees only & **Price breakup must be submitted as Annexure – I (Price Break-up).**

12.0 TAXES AND DUTIES

12.1 **Prices to be quoted including GST on supply items** and other levies payable by the bidders in respect of the transactions between the bidder and their vendors / sub-suppliers while procuring any components, sub-assemblies, raw materials and equipment shall be included in the bid price and no claim on this behalf shall be entertained by TSECL. The bid price shall also be inclusive of excise duty and central sales tax and other levies in respect of the transactions solely between TSECL and the bidder under the Contract. The local sale tax as applicable shall be clearly indicated which is reimbursable on production of document of actual payment.

12.2 As regards the Income Tax, surcharge on Income Tax and other corporate taxes, the Bidder shall be responsible for such payment to the concerned authorities.

13.0 TIME SCHEDULE

13.1 The basic consideration and the essence of the Contract shall be strict adherence to the time schedule for performing the specified works.

13.2 The requirement of completion schedule for the works is mentioned in **clause no. 14.0 of Section – I** of this document.

13.3 The completion schedule as stated in **clause no. 14.0 of Section – I** shall be one of the major factors in consideration of the Bids.

13.4 The owner reserves the right to request for a change in the work schedule during post-bid discussion with successful bidder.

13.5 The owner will provide a delivery schedule of the materials within the scope of supply by the owner on award of contract.

13.6 The successful Bidder shall be required to submit detailed BAR CHART on the basis of the delivery schedule provided by the owner and finalize the same with the owner, as per the requirement of completion schedule.

14.0 CONTRACT QUALITY ASSURANCE

14.1 The Bidder shall include in his proposal, the quality assurance program containing the overall quality management and procedures which he proposed to follow in the performance of the works during various phases, as detailed in relevant clause of the General Technical Conditions.

14.2 At the time of award of Contract, the detailed quality assurance program to be followed for the execution of the contract shall be mutually discussed and agreed to and such agreed program shall form part of the contract.

15.0 BRAND NAMES

All the materials required for repairing as mentioned in the Price Bidding Schedule shall be supplied of reputed make for quality control and reliability.

16.0 BID GUARANTEE

16.1 The Bidder shall furnish, as part of its Bid, earnest money for an amount as specified in the Notice Inviting Tender (NIT) in the shape of demand draft only in favour of **Tripura State Electricity Corporation Limited** payable at SBI, TLA House Branch, Agartala, West Tripura.

16.2 The earnest money is required to protect TSECL against the risk of Bidder's conduct, which would warrant the earnest money forfeiture pursuant to **Para 16.7**.

16.3 The earnest money shall be deposited in Indian rupees only.

16.4 Any bid not secured in accordance with para 17.1 and 17.3 above shall be rejected by TSECL as non-responsive.

16.5 The earnest money of the unsuccessful Bidders shall be discharged / returned as promptly as possible as but not later than 60 days after the expiration of the period of bid validity prescribed by the Owner.

16.6 The earnest money of the successful Bidder may be adjusted with the performance guarantee required to be furnished on award of contract as per **clause no. 8.0 of Section – I**.

16.7 The earnest money shall be forfeited:

- a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the bid form; or
- b) In case of a successful Bidder fails:
 - i) to sign the contract; or
 - ii) to furnish the performance guarantee.

16.8 No interest shall be payable by the owner on the above earnest money.

17.0 PERIOD OF VALIDITY OF BIDS

17.1 Bids shall remain valid for **180 (one hundred and eighty) days** after the date of bid opening prescribed by TSECL, unless otherwise specified in this document. A Bid valid for a shorter period shall be rejected by the owner as non-responsive.

17.2 In exceptional circumstances, the owner may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the response thereto shall be made in writing (including

phone or fax). The Earnest money provided under **clause 8.0 of Section – I** shall also be retained up to the extended period. No interest shall be payable by the owner for retaining the earnest money up to the extended period. A Bidder may refuse the request without forfeiting the earnest money deposited by him. A Bidder granting the request shall not be required or permitted to modify his Bid.

SUBMISSION OF BIDS

18.0 FORMAT OF BID

- 18.1** The Bidder shall prepare two copies of the Bid, clearly marking the “Original Bid” and “Copy of Bid”. In the event of any discrepancy between them, the original shall prevail.
- 18.2** The “Original” and “Copy of Bid” shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized by the bidder to sign the bidding document. The letter of authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
- 18.3** The Bid shall be submitted in two parts as described in **clause no. 8.0 of Section – II**.
- 18.4** The bid shall contain the bid document purchased from the owner duly signed by the Bidder or persons authorized by the bidder in all pages which will form a part of agreement with the successful bidder.
- 18.5** The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

19.0 SIGNATURE OF BIDS

- 19.1** The Bid must contain the name, residence and place of business of the person or persons making the Bid and shall be signed and sealed by the Bidder with his usual signature. The names of all persons signing shall also be typed or printed below the signature.
- 19.2** Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
- 19.3** Bids by Corporation / Company must be signed with the legal name of the Corporation / Company by the President, Managing Director or by the Secretary or other person or persons authorized to Bid on behalf of such Corporation / Company in the matter.
- 19.4** A Bid by a person who affixes to his signature the word ‘President’, ‘Managing Director’, ‘Secretary’, ‘Agent’, or other designation without disclosing his principal shall be rejected.
- 19.5** Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.
- 19.6** The Bidder’s name stated on the proposal shall be exact legal name of the firm.
- 19.7** Bids not conforming to all the above requirements of para 19 above may be disqualified.

20.0 SEALING AND MARKING OF BIDS

- 20.1** The Bidders shall seal the “original” and “Copy of Bid” in an inner and an outer envelope, duly marking the envelopes as “Original” and “Copy”.
- 20.2** The inner and outer envelopes shall be:

a) **Addressed to TSECL at the following address:**

**Dy. General Manager
Testing & Communication Division
79 Tilla, Agartala, West Tripura**

b) Bear (the NIT No., Name of work & date of opening).

The inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late" or "rejected".

20.3 If the outer envelope is not sealed and marked as required by **para 20.2 (b)**, the owner shall assume no responsibility for the Bid's misplacement or premature opening.

20.4 The earnest money must be submitted in a separate sealed envelope along with Techno-Commercial Bid.

21.0 DEADLINE FOR SUBMISSION OF BIDS

21.1 The Bidders have the option of sending the Bid by registered post or submitting the Bid in person. Bids submitted by telegram/fax shall not be accepted. No request from any Bidder to the owner to collect the Bid from airlines, cargo agents etc. shall be entertained.

21.2 Bids shall be received by the owner at the address specified under **para 20.2 (a) of section – II**, not later than the time & date mentioned in the Invitation to Bid.

21.3 The owner may, at its discretion, extend this deadline for the submission of Bids, in which case all rights and obligations of the owner and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22.0 LATE BIDS

Any Bid received by the owner after the time & date fixed or extended for submission of Bids prescribed by TSECL, shall be rejected and/or returned unopened to the Bidder.

23.0 MODIFICATION AND WITHDRAWAL OF BIDS

23.1 The Bidder may modify or withdraw its Bid after the Bid's submission provided that written notice of the modification or withdrawal is received by TSECL prior to the deadline prescribed for submission of Bids.

23.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of **clause 20.0 of section – II**.

23.3 No Bid shall be modified / withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal / modification of a Bid during this interval shall result forfeiture of the earnest money deposited by the bidder.

24.0 INFORMATION REQUIRED WITH THE PROPOSAL

24.1 The Bids must clearly indicate the name of the manufacturer, the type of model of each principal item of equipment within their scope proposed to be furnished and erected. The Bid shall also contain drawings and descriptive materials indicating general dimensions, principles of operation, the extent of pre-assembly involved.

24.2 The above information shall be provided by the Bidder in the form of separate sheets, drawings, catalogues, etc. in five copies

24.3 Any bid not containing sufficient descriptive material to describe accurately the equipment proposed, shall be treated as incomplete and hence rejected. Such descriptive materials and

drawings submitted by the Bidder shall be retained by the owner. Any major departure from these drawings and descriptive material submitted shall not be permitted during the execution of the Contract without specific written permission of the owner.

- 24.4 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter shall not be considered.
- 24.5 Standard catalogue pages and other documents of the Bidder may be used in the Bid to provide additional information and data as deemed necessary by the Bidder.
- 24.6 In case the proposal information contradicts specification requirements; the specification requirements shall govern, unless otherwise brought out clearly in the technical / commercial deviation schedule.

BID OPENING AND EVALUATION

25.0 OPENING OF BIDS BY THE OWNER

- 25.1 First the cover containing Earnest money as per **clause 3.0 of Section – I** shall be opened and then documents of qualifying requirement as per **clause 4.0 of Section – I & Techno Commercial bid (Part – I)** shall be opened. Only those Bidders whose Bid contains Earnest money and documents of qualifying requirements as per the stipulations of Section – I shall be considered eligible for opening of Techno-economical of the Bid which shall also be opened on the same day. The Price Bid (Part – II) of the eligible bidders on the basis of evaluation of Part – I Bid shall be opened on a subsequent date. The date of opening of the price Bid (Part – II) shall be notified in writing or by Fax to all qualified Bidders.

In case the above schedule date of opening of Bid is declared holiday by the State / Central Govt. the Bid will be opened on the following working day keeping time unaltered.

- 25.2 The Bid and its all parts shall be opened in the presence of Bidders' representatives (up to 2 persons) who choose to attend at the date and time for opening of bids indicated in the NIT or in case any extension has been given thereto, on the extended bid opening date & time notified to all the Bidders, who have purchased the Bidding Documents. The Bidders representatives who are present shall sign a register evidencing their attendance. No person / agent shall be allowed to be present during opening of Bid without valid authorization from the concerned bidder.
- 25.3 The Bidders names, bid prices, modifications, bid withdrawals and the presence or absence of the requisite earnest money and such other details as the owner, at its discretion, may consider appropriate shall be announced at the opening.
- 25.4 No electronic recording devices shall be permitted during bid opening and Mobile phone shall be OFF mode.

26.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of Bids, TSECL may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

27.0 PRELIMINARY EXAMINATION

- 27.1 The owner shall examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.

27.2 Arithmetical errors shall be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If there is no meaning of word the figure will be considered. If there is a discrepancy between total and sub-total, the sub-total shall be considered. If the Bidder does not accept the correction of the errors as above, his bid shall be rejected and the amount of earnest money shall be forfeited.

The Bidder shall ensure that the prices furnished by him are complete. In the case of not quoting of rates of any item (supply / erection) in the specified price schedules of the Bid Form, TSECL shall be entitled to consider that the price is absorbed by the bidder and during evaluation and placement of order no amount will be considered.

27.3 Prior to the detailed evaluation, TSECL shall determine the substantial responsiveness of each Bid w.r.t. Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. TSECL determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.

27.4 A Bid determined as not substantially responsive shall be rejected by TSECL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

27.5 TSECL may waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

28.0 DEFINITIONS AND MEANINGS

28.1 For the purpose of the evaluation and comparison of bids, the following meanings and definition shall apply: -

- a) 'Bid Price' shall mean the base price quoted by each Bidder in his proposal for the complete scope of works.
- b) "Evaluated Bid Price" shall be the summation of 'Bid Price', 'Differential Price' and 'Cost Compensation for Deviations'.

28.2 Calculation of Cost Compensation for Deviations.

28.2.1 Deviations from the Bidding Documents in so far as practicable shall be converted to a Rupee value and added to the Bid Price to compensate for the deviation from the Bidding Documents while evaluating the Bids. In determining the Rupee value of the deviations, TSECL shall use parameters consistent with those specified in the specifications and documents and/or other information as necessary and available to TSECL.

29.0 COMPARISON OF BIDS

29.1 The cost of mandatory spares shall not be taken into account for evaluation of bids.

29.2 Evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated Bid and, as a result of this comparison, the lowest Bid shall be selected for consideration of award of the Contract.

30.0 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by TSECL to the Bidders. While the

bids are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting by any means, the Owner and / or his employees / representatives on matters relating to the bids under consideration. TSECL, if necessary, shall obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders shall not be permitted to change the substance of the bids after the bids have been opened.

AWARD OF CONTRACT

31.0 AWARD CRITERIA

31.1 The owner shall award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as technically acceptable and lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The owner shall be the sole judge in this regard.

31.2 Further, the owner reserves the right to award separate Contracts to two or more parties in line with the terms and conditions specified in the accompanying Technical Specifications.

32.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

TSECL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action.

33.0 NOTIFICATION OF AWARD

33.1 Prior to the expiration of the period of bid validity and extended validity period, if any, the owner shall notify the successful Bidder in writing by registered letter or by phone or FAX, to be confirmed in writing by registered letter, that his Bid has been accepted.

33.2 The Notification of Award/Letter of Award shall constitute the formation of the Contract.

33.3 Upon the successful Bidder's furnishing of Contract Performance Guarantee pursuant to Clause 8.0 of section – I. TSECL shall promptly notify each unsuccessful Bidder and will discharge its bid guarantee, pursuant to **Clause no. 16.0 of Section – II.**

34.0 SIGNING OF CONTRACT

34.1 At the same time as TSECL notifies the successful Bidder that its bid has been accepted, TSECL shall send the Bidder the detailed Letter of Award.

34.2 Within 15 (fifteen) days of receipt of the detailed Letter of Award, the successful Bidder shall convey in writing unconditional acceptance of the Letter of Award and shall attend the respective office of TSECL for signing the contract agreement.

35.0 CONTRACT PERFORMANCE GUARANTEE

35.1 As a Contract Performance Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a contract Performance Guarantee in the shape of demand draft in favour of Tripura State Electricity Corporation Limited payable at Agartala, West Tripura or in the shape of Bank Guarantee from a Nationalized / Scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.100 Crores or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) in the form attached as **Annexure – II** in favour of **TRIPURA STATE ELECTRICITY CORPORATION LIMITED**. The guarantee amount shall be equal to ten percent (10%) of the Contract Price and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. The earnest money deposited at the time of tender shall be adjusted with the contract performance guarantee.

The contract performance guarantee submitted in the shape of Bank Guarantee shall be valid up to guarantee period.

- 35.2** The Performance Guarantee shall cover additionally the following guarantees to the owner:
- a. The successful Bidder guarantees the successful and satisfactory operation of the equipment supplied and erected under the Contract, as per the specifications and documents.
 - b. The successful Bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the owner fully remedy free of expenses to TSECL such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the General Terms and conditions.
- 35.3** The Contract Performance Guarantee is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages under clause entitled "Equipment Performance Guarantee" in Technical Specifications and damages stipulated in other clauses in the Bidding Documents.
- 35.4** The Contract performance Guarantee submitted in the shape of demand draft shall be returned to the Contractor without any interest at the end of successful completion and commissioning of the work against a Bank Guarantee of equivalent amount from any Public Sector / scheduled Indian Bank valid up to the Guarantee period. The Bank Guarantee such deposited shall be discharged after expiry of Guarantee period.
- 35.5** The contract performance Guarantee shall be forfeited: -
- a) If the contractor fails to start the work as per approved BAR CHART for reasons solely rest on him.
 - b) If the contractor left / suspends the work without prior written intimation to the owner's Engineer in charge of the work stating the reasons for such suspension of work.
 - c) If the contractor left / suspends the work for reasons which are not acceptable to TSECL.

36.0 CORRUPT OR FRAUDULENT PRACTICES

TSECL expects the bidders / suppliers / contractors to observe the highest standards of ethics during the procurement and execution of such contracts in pursuance of this policy, TSECL.

- a. Defines, for the purpose of this provision, the terms set forth below as follows;
 - i. "Corrupt practice" means offering, giving, receiving or soliciting of anything of value to influence the action of a official in the 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 owner, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the owner from the benefits of free and open competition.
- b. Will reject a proposal for award if it determines the bidder recommended for award has engaged a corrupt or fraudulent practice in competing for the contract in question.
- c. Will declare a firm ineligible, either indefinitely or for a stated period of time, if TSECL at any time determines that the firm has engaged in corrupt / fraudulent practices in competing for, or in executing the contract.

SECTION – III

GENERAL TERMS & CONDITIONS OF CONTRACT

1.0 DEFINITION OF TERMS

- 1.1 'The Contract' means the agreement entered into between Tripura State Electricity Corporation Limited and Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 'Owner' shall mean **TRIPURA STATE ELECTRICITY CORPORATION LIMITED (TSECL)** and shall include their legal representatives, successors and assigns.
- 1.3 'Contractor' or 'Manufacturer' shall mean the Bidder whose bid shall be accepted by TSECL for award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 1.4 'Sub-contractor' shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the owner's Engineer in charge of the work and shall include the legal representatives, successors and permitted assigns of such person.
- 1.5 'Consulting Engineer' / 'Consultant' shall mean Power Grid Corporation of India Ltd. or any firm or person duly appointed as such from time to time by TSECL ..
- 1.6 The terms 'Equipment', 'Stores' and 'Materials' shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- 1.7 'Works' shall mean and include the furnishing of equipment, labour and services, as per the Specifications and complete erection, testing and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site as defined in the Contract.
- 1.8 **'Specifications' shall mean the Specifications and Bidding Documents forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.**
- 1.9 The term 'Contract Price' shall mean the item wise price / lump-sum price quoted by the Contractor in his bid with additions and / or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the works.
- 1.10 The term 'Equipment Portion' of the Contract price shall mean the ex-works value of the equipment.
- 1.11 'Manufacturer's Works' or 'Contractor's Works', shall mean the place of work used by the manufacturer, the Contractor, their collaborators / associate or sub-contractors for the performance of the Contract.
- 1.12 Engineer-in-charge shall mean the person nominated by TSECL from time to time and shall include those who have been expressly authorized or approved by the Purchaser / owner to act for and on his behalf for all functions pertaining to operation of this Contract. All functions pertaining to this Contract means all acts necessary for execution of the Contract, coordinating between the different agencies and final closing of the Contract.
- 1.13 'Inspector' shall mean TSECL or any person nominated by TSECL from time to time, to inspect the equipment; stores or Works under the Contract and/or the duly authorized representative of TSECL.

- 1.14 'Notification of Award of Contract' / 'Letter of Award' / 'Telex of Award' shall mean the official notice issued by TSECL notifying the Contractor that his bid has been accepted.
- 1.15 'Date of Contract' shall mean the date on which Notification of Award of Contract / Letter of Award / Telex of Award has been issued.
- 1.16 'Month' shall mean the calendar month. 'Day or 'Days', unless herein otherwise expressly defined, shall mean calendar day or days of 24 hours each.
A 'Week' shall mean continuous period of seven (7) days.
- 1.17 "Writing" shall include any manuscript, type written or printed statement, under or over signature and / or seal as the case may be.
- 1.18 When the words 'Approved'. Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used, the approval, judgment, direction etc. is understood to be a function of TSECL.
- 1.19 "Test on Completion" shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is Taken Over by TSECL.
- 1.20 'Start Up' shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The startup period shall include preliminary inspection and checkout of equipment and supporting sub-system, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut down, inspection and adjustment prior to the trial operation period.
- 1.21 "Initial Operation" shall mean the first integral operation of the complete equipment covered under the Contract with the sub-system and supporting equipment in service or available for service.
- 1.22 'Trial Operation', Reliability Test', 'Trial Run', 'Completion Test' shall mean the extended period of time after the start up period. During this trial operation period, the unit shall be operated over the full load range.
The length of Trial Operation shall be as determined by the Engineer of TSECL unless otherwise specified elsewhere in the Contract.
- 1.23 'Performance and Guarantee Test' shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract Documents.
- 1.24 The term 'Final Acceptance / Taking Over' shall mean written acceptance of the Works performed under the Contract by TSECL, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specification or otherwise agreed in the Contract.
- 1.25 "Commercial Operation" shall mean the Conditions of Operation in which the complete equipment covered under Contract is officially declared by TSECL to be available for continuous operation at different loads up to and including rated capacity. Such declaration by TSECL, however, shall not relieve or prejudice the Contractor of any of his obligations under the Contract.

- 1.26 'Guarantee period' / 'Maintenance Period' shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works performed under the contract.
- 1.27 'Latent Defects' shall mean such defects caused by faulty designs, material or workmanship which cannot be detected during inspection, testing etc, based on the technology available for carrying out such tests.
- 1.28 'Drawings', 'Plans' shall mean all:
- a) Drawing furnished by TSECL as a basis for Bid Proposals.
 - b) Supplementary drawings furnished by TSECL to clarify and define in greater detail the intent of the Contract.
 - c) Drawings submitted by the Contractor with his Bid provided such drawings are acceptable to TSECL.
 - d) Drawings furnished by TSECL to the Contractor during the progress of the Work; and
 - e) Engineering data and drawings submitted by the Contractor during the progress of the Work provided such drawings are acceptable to the owner's Engineer in charge of the work.
 - f) As built up drawings to be submitted by the contractor on completion of the project with reproducible
- 1.29 "Codes" shall mean the following including the latest amendments and / or replacement, if any:
- a) A.S.M.E. Test Codes.
 - b) A.I.E.E. Test Codes.
 - c) American Society of Testing Materials Codes.
 - d) Standards of the Indian Standards Institutions.
 - e) I.E.E. standards.
 - f) I.E.C. standards.
 - g) Other Internationally approved standards and / or Rules and Regulations touching the subject matter of the Contract.
- 1.30 Words imparting 'Person' shall include firms, companies, corporation and association or bodies of individuals.
- 1.31 Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof if any.
- 1.32 In addition to the above the following definitions shall also apply.
- a) 'All equipment and materials' to be supplied shall also mean 'Goods'.
 - b) 'Constructed' shall also mean 'erected and installed'
 - c) 'Contract Performance Guarantee shall also mean 'Contract Performance Security'.

2.0 APPLICATION

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3.0 STANDARDS

The Goods supplied under this Contract shall conform to the standards mentioned in the Various Technical Specifications and when no applicable standard is mentioned; to the authoritative standard appropriate to the Goods and such standards shall be the latest issued by the concerned institution.

4.0 LANGUAGE AND MEASURES

All documents pertaining to the Contract including specification, Schedules, notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The Metric System of measurement shall be used exclusively in the Contract.

5.0 CONTRACT DOCUMENTS

The term "Contract Documents" shall mean and include the following which shall be deemed to form an integral part of the Contract:

- a) Invitation of Bid including letter forwarding the Bidding Documents, Instructions to Bidders, General Terms and Conditions of Contract, Erection Conditions of Contract and all other documents included under the Special Conditions of Contract and various other sections.
- b) Specifications of the equipment to be furnished and erected under the Contract as brought out in the accompanying Technical Specification.
- c) Contractor's Bid proposal and the documents attached there-to including the letter of clarifications thereto between the Contractor and TSECL prior to the Award of Contract.
- d) All the materials, literature, data and information of any sort given by the Contractor along with his bid, subject to the approval of TSECL.
- e) Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of contract if any.

6.0 USE OF THE CONTRACT DOCUMENTS AND INFORMATION

The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this contract, or descriptions of the site, dimensions, quantity, quality, or other information, concerning the Works unless prior written permission has been obtained from TSECL.

7.0 JURISDICTION OF CONTRACT

The laws applicable to the Contract shall be the laws in force in India. The Courts of **Agartala** shall have exclusive jurisdiction in all matters arising under this Contract. No case can be transferred to any place than Agartala.

8.0 MANNER OF EXECUTION OF CONTRACT

- 8.1 The contractor should attend the concerned office of TSECL within 15(fifteen) days from the date of issue of the Letter of Award to the Contractor for signing the contract agreement.

- 8.2 The Contractor shall provide for signing of the Contract, Performance Guarantee, appropriate power of attorney and other requisite materials.
- 8.3 The Agreement shall be signed in two originals and the Contractor shall be provided with one signed original and the rest shall be retained by TSECL.
- 8.4 The Contractor shall provide free of cost to TSECL all the engineering data, drawings, and descriptive materials submitted with the Bid, in at least six (6) copies to form a part of the contract immediately after issue of Letter of Award.
- 8.5 Subsequent to signing of the Contract, the Contractor, at his own cost, shall provide TSECL with at least ten (10) true copies of Agreement and one soft copy including 6 (six) hard copies of the approved drawings within fifteen (15) days after the signing of the Contract.

9.0 ENFORCEMENT OF TERMS

The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not prejudice either party from exercising the same or any other right it may have under the Contract.

10.0 COMPLETION OF CONTRACT

Unless otherwise terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed on the date stipulated in the NIT.

GUARANTEE & LIABILITIES

11.0 TIME – THE ESSENCE OF CONTRACT

- 11.1 The time of completion of the Contract as stipulated in the bidding document by TSECL without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his Work as to complete it not later than the date agreed to.
- 11.2 The Contractor shall submit a detailed **BAR CHART / PERT NETWORK** consisting of adequate number of activities covering various key phases of the Work such as procurement, shipment and field erection activities within fifteen (15) days of the date of Notice of Award of Contract. This Bar Chart shall also indicate the issue schedule of equipments/materials within the scope of the owner to be maintained and the interface facilities to be provided by TSECL and the dates by which such facilities are needed. The Contractor shall discuss with the owner's Engineer in charge of the work for finalization and approval of the Bar Chart by TSECL. The agreed Bar Chart shall form part of the contract documents. During the performance of the Contract, if in the opinion of the owner's Engineer in charge of the work, proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to TSECL. The interface facilities to be provided by TSECL in accordance with the agreed Bar Chart shall also be reviewed while reviewing the progress of the Contractor.
- 11.3 Based on the agreed Bar Chart fortnightly reports shall be submitted by the Contractor as directed by the owner's Engineer in charge of the work.

11.4 Subsequent to the finalization of the Bar Chart, the Contractor shall make available to the owner's Engineer in charge of the work a detailed manufacturing programme in line with the agreed Contract Bar Chart. Such manufacturing programme shall be reviewed, updated and submitted to the owner's Engineer in charge of the work once in every month thereafter.

11.5 The above Bar Charts / manufacturing programme shall be compatible with TSECL computer environment and furnished to TSECL on such media as may be desired by TSECL.

12.0 EFFECTIVENESS OF CONTRACT

The Contract shall be considered as having come into force from the date of the Notification of Award, unless otherwise provided in the Notification of Award.

13.0 LIQUIDATED DAMAGES

13.1 For Equipment / material Portion & Erection portion

13.1.1 If the Contractor fails to successfully complete the supply / work within the time fixed under the Contract, the Contractor shall pay to TSECL as liquidated damages and not as penalty a sum specified for each specified period of delays as below.

13.1.2 Equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time, the equipment and materials will be considered as delayed until such time the missing parts are also delivered.

13.1.3 **The total amount of Liquidated Damages (LD) for delay under the Contract will be subject to a maximum of 5% of the Contract price for maximum 120 days delay exceeding stipulated completion period, beyond that imposition of percentage of LD lies at the discretion of TSECL. Fixing of LD shall be the sole responsibility of TSECL.**

14.0 GUARANTEE

14.1 The Contractor shall warrant that the equipment / materials supplied by them are new, unused and in accordance with the contract documents and free from defects in material. The Contractor's liability shall be limited to the replacement of any defective parts in the equipment / materials supplied by them under normal use and arising solely from faulty design, materials. Such replaced / defective parts shall be returned to the Contractor who shall be contractually bound to provide replacement with new materials without fail. In this matter the decision of the Engineer-In-Charge is final. **The successful bidder should submit BG (Bank Guarantee) valid up to 12 (twelve) months from the date of successful supply of materials.**

14.2 The acceptance of the equipment / materials by the owner's Engineer in Charge of agreement shall in no way relieve the Contractor of his obligation under this clause.

15.0 TAXES, PERMITS & LICENCES

The Contractor shall be liable and pay all non-Indian taxes, duties, levies lawfully assessed against TSECL or the Contractor in pursuance of the Contract. In addition, the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against this contract.

16.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

16.1 If during the performance of the Contract, owner's Engineer in charge of the work shall decide and inform in writing to the Contractor that the Contractor has manufactured any equipment, material or part of equipment unsound and imperfect or has furnished any equipment inferior to the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such works and furnish fresh equipment/materials up to the standards of the specifications. In case, the Contractor fails to do so, the Owner's Engineer in charge of the work may on giving the Contractor seven (7) days notice in writing of his intentions to do so, proceed to remove the portion of the works so complained of and at the cost of the Contractor perform all such work or furnish all such equipment / materials.

16.2 The Contractor's full and extreme liability under this clause shall be satisfied by the payment to TSECL of the extra cost, of such replacement procured including erection as provided for in the Contract, such extra cost being the ascertained difference between the price paid by TSECL for such replacements and the Contract Price by portion for such defective equipment / materials / works and repayments of any sum paid by TSECL to the Contractor in respect of such defective equipment / material. Should TSECL not so replace the defective equipment / materials, the Contractor's extreme liability under this clause shall be limited to repayment of all sums paid by TSECL under the Contract for such defective equipment / materials

17.0 PATENT RIGHTS AND ROYALTIES

Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep TSECL indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the Works, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against TSECL, the same shall be defended at the cost and expense of the Contractor who shall also satisfy/comply with any decree, order or award made against TSECL. But it shall be understood that no such machine, plant, work, material or thing has been used by TSECL for any purpose or any manner other than that for which they have been furnished and installed by the Contractor and specified under these specifications. Final payment to the Contractor by TSECL shall not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any part thereof furnished by the Contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Contractor shall at his option and at his own expense, either procure for TSECL, the right to continue the use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

18.0 DEFENCE OF SUITS

If any action in court is brought against the owner for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractors, or in connection with any

claim based on lawful demands of Sub-Contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the owner , from all losses, damages, expenses or decrees arising of such action.

19.0 LIMITATION OF LIABILITIES

Limitation of liabilities shall remain in force up to guarantee / warrantee period as specified. Bank Guarantee (BG) shall only be released from TSECL after expiry of the guarantee / warrantee period.

20.0 POWER TO VARY OR OMIT WORK

20.1 No alterations, amendments, omissions, suspensions or variations of the Works (hereinafter referred to as 'variation') under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by owner's Engineer in charge of the work, but he shall have full powers subject to the provisions hereinafter contained, from time to time during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the owner's Engineer in charge of the work thereof in writing and the owner's Engineer in charge of the work shall decide forthwith whether or not, the same shall be carried out and if the owner confirm his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deduced from the Contract Price as the case may be.

20.2 In the event of the owner requiring any variation, a reasonable and proper notice shall be given to the Contractor to enable him to work his arrangement accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.

20.3 In any case in which the Contractor has received instructions from the owner's Engineer in charge of the work as to the requirement of carrying out the alterations or additional or substituted work which either then or later on, shall in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Owner's Engineer in charge of the work to that effect. But the Owner's Engineer in charge of the work shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the owner's Engineer in charge of the work.

20.4 If any variation in the Works results in reduction of Contract Price, the parties shall agree, in writing, to the extent of any change in the price, before the Contractor proceeds with the change.

20.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of owner's Engineer in charge of the work shall prevail.

20.6 Notwithstanding anything stated above in this clause, owner's Engineer in charge of the work shall have the full power to instruct the Contractor, in writing, during the execution of the Contract to vary the quantities of the items or groups of items in accordance with the

provisions of clause entitled 'Change of Quantity in Section – III'. The Contractor shall carry out such variations and be bound by the same conditions as though the said variations occurred in the Contract Documents.

21.0 ASSIGNMENT AND SUB-LETTING OF CONTRACT

21.1 The Contractor may, after informing owner's Engineer in charge of the work and getting his written approval, assign or sub-let the Contract or any part thereof other than supply of main equipments and any part of the plant for which makes are identified in the Contract. Suppliers of the equipment not identified in the Contract or any change in the identified suppliers shall be subjected to approval by the owner's Engineer in charge of the work. The experience list of equipment vendors under consideration by the Contractor for this Contract shall be furnished to the owner's Engineer in charge of the work for approval, prior to procurement of all such items/equipment. Such assignment/sub-letting shall not relieve the Contractor of any obligation, duty or responsibility under the Contract. Any assignment as above, without prior written approval of the owner's Engineer in charge of the work, shall be void.

21.2 For components / equipment procured by the Contractor for the purposes of the Contract, after obtaining the written approval of TSECL, the Contractor's purchase specifications and enquiries shall call for quality plan to be submitted by the suppliers along with their proposals. The quality plans called for from the Vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the Vendors quality control organization, the relevant reference document / standard used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendors shall be discussed and finalized in consultation with the owner's Engineer in charge of the work and shall form part of the purchase order/contract between the Contractor and the Vendor. Within three weeks of the release of the purchase orders / contracts for such bought out items / components, a copy of the same without price details but together with detailed purchase specifications, quality plans and delivery conditions shall be furnished to the owner's Engineer in charge of the work by the Contractor.

22.0 CHANGE OF QUANTITY

22.1 During the execution of the Contract, TSECL reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such variations shall not be subjected to any limitation for the individual items but the total variations in all such items including items not covered under the Contract shall be limited to **±25%**.

22.2 The base unit rates, as identified in the Contract shall however remain constant during the currency of the contract. In case, the unit rates are not available in the contract, the same shall be worked out as below: -

- i) If the rates for the additional, altered or substituted work are specified in the contract, the contractor is bound to carry the additional, altered or substituted work at the same rates as are specified in the contract.
- ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract, the rates will be derived from a similar class of work as are specified in the contract
- iii) If the rates for the additional, altered or substituted work includes any work for which no rate is specified in the contract / cannot be derived from the similar class of work in the contract, then such work shall be carried out at the rates which will be

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

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

23.0 PAKING, FORWARDING AND SHIPMENT

23.1 The Contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till the time of erection. The Contractor shall be held responsible for all damages due to improper package.

23.2 The Contractor shall notify the owner's Engineer in charge of the work of the date of each shipment from manufacturer's works, and the expected date of arrival at the site.

23.3 The Contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the owner's Engineer in charge of the work may require.

23.4 The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose materials forming each and every consignment dispatch to Site.

The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling, right from his works up to the Site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.

24.0 CO-OPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

The Contractor shall agree to cooperate with the TSECL's Consulting Engineers and freely exchange with them such technical information, as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The owner's Engineer in charge of the work shall be provided with three copies of all correspondence addressed by the Contractor to the consulting Engineers of TSECL in respect of such exchange of technical information.

25.0 NO WAIVER OF RIGHTS

Neither the inspection by TSECL nor any order by TSECL for payment of money or any payment for or acceptance of, the whole or any part of the Works by the owner's Engineer in charge of the work, nor any extension of time, nor any possession taken by the owner's Engineer in charge of the work shall operate as a waiver of any provision of the Contract, or of any power herein reserved to TSECL or any right to damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

26.0 CERTIFICATE NOT TO AFFECT RIGHT OF THE OWNER AND LIABILITY OF CONTRACTOR.

No interim payment certificate of the owner's Engineer in charge of the work, nor any sum paid on account by TSECL, nor any extension of time for execution of the Works granted by TSECL shall affect or prejudice the rights of TSECL against the Contractor or relieve the Contractor of his obligation for the due performance of the Contractor, or be interpreted as approval of the Works done or of the equipment furnished and no certificate shall create liability for TSECL to pay for alterations, amendments, variations or additional works not ordered, in writing, by the owner's Engineer in charge of the work or discharge the liability of the Contractor for the payment of damages whether due, ascertained or certified or not or any sum against the payment of which he is bound to indemnify TSECL, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of TSECL against the Contractor.

27.0 PROGRESS REPORTS AND PHOTOGRAPHS

During the various stages of the Work in the pursuance of the Contract, the Contractor shall at his own cost submit periodic progress reports as may be reasonably required by the owner's Engineer in charge of the work with such materials as, charts, Bar Charts, photographs, test certificates, etc. Such progress reports shall be in the form and size as may be required by the owner's Engineer in charge of the work and shall be submitted in at least three (3) copies.

28.0 TAKING OVER

Upon successful completion of all the tests to be performed at Site on equipment furnished and erected by the Contractor, the owner's Engineer in charge of the work shall issue to the Contractor a **Taking over Certificate** as a proof of the final acceptance of the materials. Such certificate shall not unreasonably be withheld.

29.0 CONTRACT PERFORMANCE GUARANTEE

The Contractor shall furnish contract performance guarantee as specified in **clause no. 8.0 of Section – I** for the proper fulfillment of the Contract within fifteen (15) days of "Notice of Award of Contract."

30.0 PAYMENT

30.1 The payment to the Contractor for the performance of the Works under the Contract will be made by TSECL as per the guidelines and conditions specified herein. All payment made during the Contract shall be on account payments only. The final payment will be made on completion of all Works and on completion of warranty / guaranty period including fulfillment by the Contractor of all his liabilities under the Contract.

30.2 Currency of Payment

All payments under the Contract shall be in Indian Rupees only.

30.3 **Due Dates for Payments**

TSECL will make progressive payment as and when the payment is due as per the terms of payment set forth as herein after.

31.0 **MODE OF PAYMENT**

31.1 Payment due on supply of materials shall be made by the owner's Engineer in charge of the work through account payee Banker cheque.

31.2 **Terms of payment**

Payment shall be made after satisfactorily completion of the job / job(s) either partly or fully.

31.3 **Inland Transportation & Insurance**

Inland transportation (including port handling) and inland insurance charges shall be borne by the contractor and TSECL in no way shall be liable for the inland transportation and insurance charges.

32.0 **EXTENSION OF TIME**

32.1 The owner may consider **granting of time extension** for completion of the work if it is felt absolutely essential for the grounds arising out as per **clause no. 22.0 and clause no. 39.0** of this section or otherwise the time extension shall be granted on fulfillment of following conditions by the Contractor:-

- a) The contractor must apply to the owner's Engineer-In-charge in writing for extension of time so required justifying the necessity as per pro-forma attached at **ANNEXURE – III**.
- b) Such application must state **the grounds** which hindered the contractor in the execution of the work within the time as stipulated in the contract document.
- c) Such application must be made within 30 days of the date on which such hindrance had arisen.
- d) The owner's **Engineer-in-charge** must be of the opinion that the grounds shown for the extension of time are reasonable and without extension of such time completion of the work is practically impossible.

32.2 **The owner's Engineer-In-Charge** will have full powers, but the orders on the application Of the Contractor accepted by the appropriate authorities of TSECL Shall be issued by him only after written approval from the concerned authority..

32.3 The opinion of **the Engineer-in-charge**, whether the grounds shown for the time extension are or are not reasonable, is final. If the owner's **Engineer-in-charge** is of the opinion that the grounds shown by the supplier / contractor are not reasonable and declines to grant extension to time, the supplier/contractor will be intimated accordingly.

33.0 **DEDUCTION FROM CONTRACT PRICE**

All costs, damages or expenses which the owner may have paid, for which under the Contract, the Contractor is liable, will be deducted from the progressive bill of the contractor.

34.0 **TRANSFER OF THE TITLE**

34.1 This Transfer of Title of equipments / materials shall not be constructed to mean the acceptance and the consequent "Taking Over" of equipment and materials. The

Contractor shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance with the specifications until "Taking Over" and the fulfillment of guarantee provisions of this Contract.

- 34.2 This Transfer of Title shall not relieve the Contractor from the responsibility for all risks of loss or damage to the equipment and materials as specified under the clause entitled "Insurance" of this Section.

35.0 INSURANCE

- 35.1 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of TSECL against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to TSECL. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be of the Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in a joint name of TSECL and the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.

- 35.2 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and / or replacement of the equipment / material, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide TSECL with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to TSECL immediately after such insurance coverage. The Contractor shall also inform TSECL in writing at least sixty (60) Days in advance regarding the expiry/cancellation and / or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.

- 35.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot, strikes, social unrest and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.

- 35.4 All costs on account of insurance liabilities covered under the Contract will be to Contractor's account and will be included in Contract Price, However, TSECL may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premium amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts

on premium, which may be available for higher volume or for reason of financing arrangement of the project.

36.0 LIABILITY FOR ACCIDENTS AND DAMAGES

Under the Contract, the Contractor shall be responsible for loss or damage to the equipment until the successful completion of commissioning as defined else-where in the Bidding Documents.

37.0 DELAYS BY THE OWNER OR HIS AUTHORISED AGENTS

In case the Contractor's performance is delayed due to any act on the part of the owner or his authorized agents, then the Contractor shall be given due extension of time for the completion of the Works, to the extent of such act on the part of the owner has caused delay in the Contractor's performance of the Contract.

Regarding reasonableness or otherwise of the extension of time, the decision of the TSECL shall be final.

38.0 DEMURRAGE, WARFARE, ETC.

All demurrage, warfare and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Contractor.

39.0 FORCE MAJEURE

39.1 Force majeure is herein defined as any cause which is beyond the control of the Contractor or TSECL as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:

- a. Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;
- b. Acts of any Government including but not limited to war, declared or undeclared, quarantines, and embargoes.

Provided the contractor shall within fifteen (15) days from the occurrence of such a cause notify the owner in writing of such causes, acceptance of which will be given by the owner after verification.

39.2 The Contractor or TSECL shall not be liable for delays in performing his obligations resulting from any force-majeure cause as referred to and /or defined above.

The date of completion will, subject to hereinafter provided, be extended by a reasonable time. In such case the contractor shall submit to owner's Engineer-in-charge of the work the time extension application as per format attached at **ANNEXURE – III**.

40.0 SUSPENSION OF WORK

TSECL reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for Suspension or reinstatement of the Works will be issued by TSECL to the Contractor in writing. The time for completion of the works will be extended for a period equal duration of the suspension.

41.0 CONTRACTOR'S DEFAULT

41.1 If the Contractor shall neglect to execute the Works with due diligence and expertise or shall refuse or neglect to comply with any reasonable order given to him in the Contract by the owner's Engineer in charge of the work in connection with the works or shall

contravene the provisions of the Contract, the owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the owner shall be at liberty to employ other workmen and forthwith execute such part of the Works as the Contractor, may have neglected to do or if the owner shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor's hands and re-contract with any other person or persons to complete the works or any part thereof and in that event the owner shall have free use of all Contractor's equipment that may have been at the time on the Site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the owner shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the Work or of completing the Works as the case may be. If the cost of completing of Works or executing a part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the Contractor shall have to pay if the completion of Works is delayed.

- 41.2 In addition, such action by the owner as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of Works as defined in **clause 13.0** of this Section.

Such action by the owner as aforesaid, the termination of the Contract under this clause shall neither entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.

42.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

- 42.1 The owner reserves the right to terminate the Contract either in part or in full due to reasons stipulated in the clause entitled "Contractor's Default." The owner shall in such an event give fifteen (15) days notice in writing to the Contractor of his decision to do so.
- 42.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice.
- 42.3 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the owner shall be entitled to cancel the Contract as to its uncompleted part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the owner that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties.

RESOLUTION OF DISPUTES

43.0 SETTLEMENT OF DISPUTES

- 43.1 Any dispute(s) or difference (s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.
- 43.2 If any dispute or difference of any kind whatsoever shall arise between the owner's Engineer in charge of the work and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Additional General Manager of the concerned circle / General Manager of TSECL as the case may be, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to both the parties.
- 43.3 In the event the Contractor is being dissatisfied with any such decision, the matters in dispute shall be referred to arbitration as hereinafter provided.

44.0 ARBITRATION

- 44.1 All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.
- 44.2 The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after 90 (ninety) days from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach.
- 44.2.1 The arbitration shall be conducted by an arbitrator, to be nominated by TSECL and he will be the sole arbitrator to conduct the arbitration.
- 44.2.2 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration & Reconciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be at Agartala.
- 44.3 The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award.
- 44.4 The arbitrator shall have full powers to review and / or revise any, decision, opinion, direction, certification or valuation of the Engineer in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the condense or arguments out before the Engineer for the purpose of obtaining the said decision.
- 44.5 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

45.0 RECONCILIATION OF ACCOUNTS

The Contractor shall prepare and submit every six months, a statement covering payments claimed and the payments received vis-à-vis the works executed, for reconciliation of accounts with the owner's Engineer in charge of the work. The Contractor shall also prepare and submit a detailed account of Materials received from TSECL and utilized by him for reconciliation purpose.

SECTION – IV

Special Instructions to Bidder(s)

- a) The Bidder(s), before submitting of Bid(s), are advised to invariably visit the site of the work and satisfy himself / themselves about physical volume of works to be carried out, acquaint himself / themselves with the environment, take into consideration details of all **minor & major Technical requirements so as to** ensure successful completion of the work with ease & comfort on award.
- b) Package shall be supplied by the owner free of cost in phase depending on performance of successful bidder in respect of supply of other items as specified in the bidding schedule.
- c) All materials are to be supplied by the successful Bidder as per sample available with the Workshop Sub-Division.
- d) Test Certificate with Guarantee Card is to be submitted at the time of delivery wherever applicable.
- e) **± 25%** quantity variation may be there if necessary.
- f) The bidder should submit tender for each work in separate sealed envelope inscribing Name of the work along with NIT No. on the Top.
- g) Tender should enclosed earnest money and cost of bidding document as specified against the tender package in the shape of Demand Draft drawn in favour of **Tripura State Electricity Corporation Limited** from any Nationalized scheduled Bank at Agartala failing which Tender shall be rejected summarily.
- h) The Bidder should submit the following attested documents with the tender during the time of Dropping: -
 - i) **PTCC / STCC of Current Validity,**
 - ii) **Copy of PAN Card,**
 - iii) **Copy of Trade License,**
 - iv) **Audited Accounts,**
 - v) **Supply Performance Certificate,**
 - vi) **GST Registration Certificate.**
- i) **Place of Dropping:** - O/o the Deputy General Manager, Testing & Communication Division, 79 Tilla, Agartala.
- j) TSECL will not be liable for any delay by post / courier in receiving any tender for the work. Tender received within the schedule date and time shall only be considered.
- k) The successful bidder shall have to execute an agreement with the Deputy General Manager, Testing & Communication Division, 79 Tilla, Agartala, and be allowed running bill quarterly based on satisfactory performance with respect to terms & conditions/ special terms & conditions after due verification and certification by the concerned Sr. Manager, T.S.E.C.L.
- l) The Agreement shall be valid up to 6(Six) months from the 16th day of date of issue of the work order. If necessary it may extend for further period at same Rate(s), Terms & Conditions as may be decided by the authority.
- m) Taxes as applicable shall be deducted at source.
- n) The bidder should quote rate(s) and amount both in figure & words respectively.
- o) The successful bidder will have to enter in an agreement with T.S.E.C.L.
- p) The intending bidder must be willing to produce the break-up of prices if desired by the authority.
- q) The bidder should enclose a Declaration with the Tender at the time of Dropping in the following manner: -
- r) The Deputy General Manager reserve the right to reject any or all of the Tenders without assigning any reasons thereof.

ANNEXURE – I

Price Break-up for supply item:-

a) Suppliers rate ex-factory Godown: : Rs.

b) Excise duty if applicable declared% &
Amount/if not applicable, please state clearly : Rs.

c) GST applicable declared% and amount : Rs.

d) Road transport charges including loading
at despatch point unloading at worksite inclusive
of comprehensive insurance and other charges :- Rs.

Rs.

e) TST (Local tax) – declared% and amount :

f) Suppliers should declare any other tax/duties
not covered above and amount, if applicable:-

Total :: Rs.

g) Validity period :-

h) Earnest money deposited in the form of DD / Call deposit: -

i) Test certificate furnished : - Yes/No

j) Discount if any % (percentage) on : - Rs.

Signature of the Tenderer / Bidder

**PROFORMA OF BANK GUARANTEE FOR
CONTRACT PERFORMANCE**
(To be stamped in accordance with stamp Act)

Ref.

Bank Guarantee No.

Date

To
Dy. General Manager
Testing & Communication Division
Tripura State Electricity Corporation Limited
79 Tilla, Agartala – 799 006
West Tripura.

Dear Sir,

In consideration of **Tripura State Electricity Corporation Limited** (hereinafter referred to as the 'Owner', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its registered/Head office at(hereinafter referred to as 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issued of Owner's Letter of Award No.....dated.....and the same having been acknowledged by the Contractor, resulting in a Contract bearing No.datedvalued atfor(scope of contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent tobeing .(%) per cent) of the said value of the Contract to the Owner.

We, (Name & Address) having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any all monies payable by he Contractor to he extent ofas aforesaid at any time up to.....**.....(days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee, from time to time to extend the time for performance or the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to for bear to enforce any

covenants, contained or implied, in the Contact between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released to its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing what so ever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee the Owner may have in relation to the Contactor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted toand it shall remain in force upto and includingand shall be extended from time to time for such period (not exceeding one year), as may be desired M/son whose behalf this guarantee has been given.

Dated this day of200..... At

WITNESS

.....

(Signature)
(Signature)

.....

(Name)
(Name)

.....

(Official Address)
(Official Address)

Attorney as per Power
Of Attorney No.

Date

APPLICATION FOR EXTENSION OF TIME

(Part – I)

1. Name of Contractor _____
2. Name of work (as given in the contract) _____

3. Agreement of _____
4. Estimate amount put to tender _____
5. Date of Commencement of work _____
6. Period allowed for completion of work (as per agreement) _____
7. Date of completion stipulated in the agreement _____
8. Period for which extension of time has been given previously if any _____
 - a) 1st extension vide No. _____
 - b) 2nd extension vide No. _____
 - c) 3rd extension vide No. _____
 - d) 4th extension vide No. _____
9. Period for which extension have been previously given (Copies of the previous application should be attached).
10. Hindrances on account of which extension is applied for with date on which hindrances occurred.

Sl. No.	Nature of hindrances	Date of occurrence	Period of which hindrances is likely to last	Extension of time applied for by the contractor	Overlapping period, if any, giving reference to items which overlap	Period for which extension is applied for.	Remarks as to why the hindrances occurred and justification for extension of time

11. Total period for which extension is now applied for on account of hindrances mentioned above.

12. Extension of time required for extra work: - _____ Months. _____ days.

13. Detailed for extra work and the amount involved: -

14.

a) Total value of extra work: -

b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work: -

15. Total extension of time required for 11 & 12: -

16. The price shall remain Firm even during extended period whatsoever.

Signature of Contractor

APPLICATION FOR EXTENSION OF TIME

(Part – II)

(To be filled in by TSECL)

1. Date of receipt of application from _____
contractor for the work of _____
_____ in the Sub-Divisional
_____.
2. Acknowledgement issued by the Sr. Manager, vide his No. _____
_____ Dated _____.
3. Recommendation of Sr. Manager, in – charge of the Sub-Division is to whether the reasons given
by the Contractor are correct and what extension, if any, recommended by him, if he does not
recommended the extension, reasons for rejection should be given

Dated

Signature of the Sr. Manager in-charge of Sub-Division.

APPLICATION FOR EXTENSION OF TIME

(Part – III)

(To be filled in by TSECL)

1. Date of receipt in the Divisional office: _____
2. Report of DGM, in-charge of the Division regarding hindrances mentioned by the contractor

Sl. no.	Nature of hindrances	Date of occurrence	Period for which hindrances is likely to last	Extension of time applied for by the contractor	Overlapping period, if any, giving reference to items which overlap	Net extension applied for	Remarks as to why the hindrances occurred and justification for extension recommended

3. Recommendation / Approval of the DGM, in-charge of the Division: -
(The present progress of work should be stated and whether the work is likely to be completed by the date upto which extension is applied for, if extension of time is not recommended, what compensation is proposed to be levied under clause 13 of section – III.

Signature of DGM

4. Recommendation / Approval of the AGM, in-charge of the Circle: -

Signature of AGM

5. Recommendation / Approval of the GM (Technical): -

Signature of GM (Technical)

6. Recommendation / Approval of the CMD: -

Signature of CMD

ANNEXURE – IV

(TO BE SUBMITTED WITH DUE ATTESTATION BY NOTARY IN COVER NO.1)

Refer NIT No. _____ Date _____

**To
The Deputy General Manager,
Testing & Communication Division,
Tripura State Electricity Corporation Limited,
Agartala, West Tripura.**

Declaration

Sir,

I / We hereby on behalf of (the name of the Vendor / Firm.....) declare that we are not "De-barred / Black listed" by any Central (GOI) / State Govt. owned Power Utility, for similar nature of work during last 3 (three) years for whatever reasons.

Yours faithfully

Date:.....

(Signature of the Tenderer)
With rubber Stamp

Attestation Signature of Notary
With Rubber Stamp

Date:

Litigation History

Name of the Bidder:

Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation and matter in dispute	Disputed amount

(Signature of the Tenderer)
With rubber Stamp

SECTION – V

PRICE BIDDING SCHEDULE

The qualified Bidder(s) / Contractor(s) should duly fill up the schedule of item(s) format. The rate and amount are to be written both in figures and words in such a way that interpolation is not possible. In case of figures, the word Rs. should be written before the figure and paise at the end (viz. Rs.250.50 p). In case of rate or amount in words, the 'Rupees' should precede and the 'only' should be written at the end (viz. Rupees Two hundred fifty and Paise fifty only).

(Rate & amount in Rs.)

Sl. No.	Description of items	Qty.	Unit	Rate	Amount
1.	Super Enamel Aluminium wire				
	i) Size -16.0 s.w.g.	400	Kg		
	ii) Size -17.0 s.w.g.	100	Kg		
	iii) Size -17.5 s.w.g.	700	Kg		
	iv) Size -14.0 s.w.g.	400	Kg		
	v) Size -21.0 s.w.g.	300	Kg		
	vi) Size -21.5 s.w.g.	200	Kg		
2.	DPC insulated Copper wire				
	i) Size -12.0 s.w.g.	300	Kg		
	ii) Size -13.0 s.w.g.	150	Kg		
	iii) Size -14.0 s.w.g.	400	Kg		
3.	Super Enamel Copper wire				
	i) Size -12.0 s.w.g.	100	Kg		
	ii) Size -13.0 s.w.g.	150	Kg		
	iii) Size -14.0 s.w.g.	200	Kg		
4.	Cotton Tape				
	i) Size - 19 mm X 40 mm	200	Roll		
	ii) Size - 25 mm X 40 mm	100	Roll		
5.	Wiving Tape (Size -25 mm X 40 mm)	100	Roll		
6.	Insulation paper				
	i) Size -3 mils X 2.5 feet (W)	100	Kg		
7.	Pressphan sheet				
	i) Size -1/8" X 40" X 84"	250	Kg		
	ii) Size -1/16" X 40" X 84"	50	Kg		
	iii) Size -1/32" X 40" X 84"	200	Kg		
8.	D.P.C. L.V. Al wire size.				
	i) 10 mm breadth 4 mm thick	50	Kg		
	ii) 7 mm breadth 3 mm thick	50	Kg		
	iii) 7 mm breadth 1 mm thick	50	Kg		
	iv) 6 mm breadth 3 mm thick	20	Kg		

9.	L.V. bushing for				
	i) 200 KVA to 315 KVA trr.size 240 mm X 15 mm	40	No		
	ii) 500 KVA trr.size 240 mm X 19 mm	60	No		
	iii) 500 KVA trr.size 300 mm X 25 mm	30	No		
10.	11 KV Bushing	300	No		
11.	Fevicol (1 Kg tin)	100	No		
12.	Sleeving tube (1 mtr long) dia				
	i) 2 mm	2500	No		
	ii) 3 mm	2000	No		
	iii) 5 mm	1500	No		
	iv) 8 mm	2500	No		
	v) 10 mm	1500	No		
	vi) 12 mm	500	No		
13.	Straight through joint (Al) dia.				
	i) 4 mm	5000	No		
	ii) 6 mm	2500	No		
	iii) 10 mm	500	No		
14.	L.V. Oil seal for				
	i) 10 KVA to 100 KVA Transformer.	2500	No		
	ii) 500 KVA Transformer (size -1.25"dia).	100	No		
	iii) 500 KVA Transformer (size -1"dia).	200	No		
	iv) 315 KVA Transformer.	200	No		
15.	H.V. Oil seal	2500	No		
16.	Copper Lace.				
	i) 315 KVA to 500 KVA Trr.(60X220mm) for 3/4" dia stud	10	No		
	ii) 500 KVA Trr.(60X220mm) for 1" dia stud	10	No		
17.	Rubberised Gasket sheet.				
	i) Size- 900X600X4mm	300	No		
	ii) Size- 900X600X6mm	20	No		
18.	Bakelite tube(1 mtr. Long) dia.				
	i) 5 mm	200	No		
	ii) 8 mm	300	No		
	iii) 10 mm	500	No		
	iv) 12 mm	800	No		
	v) 16 mm	300	No		
19.	LV bruss stud complete for.				
	i) 200 KVA to 315 KVA trr.	30	No		
	ii) 500 KVA trr (240 mm long X 19 mm dia).	15	No		
	iii) 500 KVA trr (300 mm long X 25 mm dia).	15	No		
	iv) 500 KVA trr (300 mm long X30 mm dia).	15	No		
20.	Silicagel breather for.				

	i) 25 KVA to 100 KVA Transformer.	50	No		
	ii) 200 KVA to 315 KVA Transformer.	30	No		
	iii) 500 KVA Transformer.	15	No		
21.	Heater coil for heat chamber as required(1 KW each).	24	No		

N.B: - The bidders must quote their rates in the prescribed price bidding schedule in the downloaded tender document otherwise the bid shall be treated as non-responsive and shall be rejected. No other price schedule framed by the bidder shall be accepted by TSECL and it shall be rejected.

DECLARATION

I / We hereby declare that I/We have personally gone through the Bid- Document containing general terms and conditions incorporated in the Notice Inviting Competitive Bidding for the works /supply and I/We do agree to abide by all the rules and regulation of TSECL, Agartala, Tripura.

SIGNATURER OF THE TENDERER/BIDDER