



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

## **NOTICE INVITING e-TENDER**

**NIET No. DGM / TCD / 18-19 / 03 dated 26.02.2019.**

**Name of work: - Major repairing of distribution transformer of capacity 25 KVA (Rectangular 180 nos.), 63 KVA (150 nos.), 100 KVA (120 nos.), 200 KVA (25 nos.), 315 KVA (18 nos.) & 500 KVA (14 nos.) 11/0.433 KV distribution transformer complete with replacement of damage component.**

**Estimated Cost put to Tender : - Rs. 1,46,76,156.00 (Rupees One Crore Forty Six Lac Seventy Six Thousand One Hundred and Fifty Six) only.**

**Earnest Money : - Rs.2,93,600.00**

**Completion Period : - 270 (Two Hundred and Seventy) days.**

**This Bid Document contains 59(fifty nine) pages excluding cover pages.**

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

**SECTION-I**  
**NOTICE INVITING e-TENDER**  
**(DOMESTIC COMPETITIVE BIDDING)**  
**(SINGLE STAGE TWO ENVELOPE BIDDING)**

DATE OF ISSUANCE OF NIET: 27.02.2019

NIET No – DGM/TCD/18-19/03 DATE-26/02/2019

SOURCE OF FUND: TSECL own source

Dy. General manager, Testing & Communication Division, TSECL, 79 Tilla, Agartala invites tender for the work of “Major repairing of distribution transformer of capacity 25 KVA (Rectangular : 180 nos.), 63 KVA (150 nos.), 100 KVA (120 nos.), 200 KVA (25 nos.), 315 KVA (18 nos.) & 500 KVA (14 nos.) 11/0.433 KV distribution transformer complete with replacement of damage component.” through **electronic tendering (e-tendering)** from eligible and resourceful bidders having sufficient credential and financial capability for execution of works of similar nature.

**Estimated Cost: Rs. 1,46,76,156.00**

**Earnest Money: Rs.2,93,600.00**

**Tender Fee: Rs. 4,000.00**

1. This NIT for the above work will be published in National and Regional Newspapers on 28.02.2019. This shall also be available on Tripura State Electricity Corporation Limited website at <http://tsecl.in> from 27.02.2019. **Complete Bidding Documents including technical specifications shall be available at Government e-procurement portal <http://tripuratenders.gov.in> from 27.02.2019 to 12.03.2019. Interested bidders can download the Bidding Documents and commence preparation of bids to gain time.**
2. **Eligible bidders shall participate in tender online through the government e-procurement portal at <http://tripuratenders.gov.in>. There is no provision to drop tenders physically (Hard copy). Tender shall be uploaded/submitted in a two part bidding system:**
  - (a) **Bid Envelop-I (Technical bid)**
  - (b) **Bid Envelop-II (Financial bid)**
3. Bidders willing to take part in the process of e-tendering are required to obtain a valid Class 2/Class 3 **Digital Signature certificate (DSC)** from any of the of the certifying authorities, enlisted by Controller of Certifying Authorities (CCA) at <http://cca.gov.in>. After obtaining the Class 2/3 Digital Signature Certificate (DSC) from the approved CA, Bidders shall Enroll themselves in the Tripura Government e-procurement web site at ‘<http://tripuratenders.gov.in>’ and obtain User ID and Password for the purpose of bidding.

#### 4. Critical Dates:

1.	Completion period for the work:	270(two hundred and seventy) days from the date of issue of LOA.
2.	Date of Publishing of tender :	27.02.2019
3.	Period of downloading of Bidding Documents at tripuratenders.gov.in:	<b>From: 27.02.2019 to 12.03.2019</b>
4.	Period of Seeking clarification :	<b>From: 27.02.2019 to 05.03.2019</b>
5.	Time and date of <b>Pre-Bid</b> Meeting:	<b>On 05.03.2019 at 11.00 AM</b>
6.	Place of Pre-Bid Meeting:	Office of the Dy. General Manager, Testing & Communication Division, 79 Tilla, Agartala.
7.	<b>Deadline for online Bidding:</b>	<b>12.03.2019 up to 5.00 P.M.</b>
8.	Time and Date of Opening Technical Bid/Bids:	13.03.2019 at 11.00 A.M.
9.	Time and Date of Opening Price/Financial Bid/Bids :	To be notified after Technical Evaluation
10.	Place of Opening Bids:	Office of the Dy. General Manager, Testing & Communication Division, 79 Tilla, Agartala.
11.	Bid Validity:	6 (six) Months from the date of Opening Of Technical Bid.
12.	Officer inviting Bids (Employer):	Dy. General Manager, Testing & Communication Division, 79 Tilla, Agartala.

#### 5. Scope of Work:

Major repairing of distribution transformers including supply of requisite damaged component, painting of transformers & testing (routing & acceptance test) as per direction of the engineering in-charge. Scope of work covered under this package shall include “To & Fro” transportation of transformer from Workshop Sub-Division, 79-tilla, Agartala to tenderer’s workshop and back should be done by the Tenderer. Cost of inspection of transformer after opening the lid of transformer before repairing and after repairing by the inspecting officer, shall have to be borne by the Tenderer.

6. Bidding will be conducted through the resourceful experienced Tripura State based Transformer manufacturing / repairing units having experience in similar nature of work for Major repairing of distribution transformers.
7. The detailed Qualifying Requirements (QR) is given in the Standard Bidding Documents (SBDs).
8. 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 ENTRTAINED AND SHALL BE RETURNED TO THE BIDDER WITHOUT BEING OPENED.

**9. Submission of original copies of documents of Tender Cost and Earnest Money Deposit:**

The Bidder shall have to deposit both the original Demand Drafts against related Tender Fee and EMD in a sealed envelope depicting NIET No. and the Bidders Name & Address at “Dy. General manager, Testing & Communication Division, TSECL, 79 Tilla, Agartala” on or before **11.00 A.M., on 12.03.2019.**

If the bidder fails to submit the original copies within the due time his bid will stand rejected.

**10. Power of Attorney, if given to authorized signatory for signing the Contract Agreement, shall be made in an INDIA NON-JUDICIAL STAMP OF Rs.100.00 (Rupees one hundred)only.**

**11.** The acceptance of Price bid (Financial bid) shall be subject to acceptance of Tender fee.

**12.** The Bidding Documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any other party or reproduced or used otherwise for any purpose other than for which they are specifically issued.

**13.** Downloaded NIT, Bid Document are to be uploaded back and digitally signed as a part of technical bid, and as a proof of acceptance of all terms and conditions in NIT and Bid Document.

**14. Submission of Bids:**

Bids are to be submitted online through the website and as stated in Clause 1.0 and 2.0. All the documents uploaded by the Employer from an integral part of the contract. Bidders are required to upload all the bidding documents along with other documents as asked for in the Bid, through the above website and within the stipulated date and time mentioned in the Tender.

Tenders are to be submitted in two folders at a time for each work, one for Technical Proposal and the other for Financial Proposal. The Bidder shall carefully go through the requirements and prepare the required documents to be uploaded.

The bidder shall scan all the documents before uploading and all scanned documents shall be of 100 dpi resolution in Portable Document Format (PDF). The scanned documents shall be uploaded in the designated locations of Technical Bid and Financial Bid, as prompted by the e-Procurement website.

The Bidder needs to fill up their name and rates for all the items and in the designated Cells of the downloaded BOQ for the related work, and upload the same in the designated location of Financial Bid. The documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Bidders shall specially take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

**Envelop-I (Technical Bid):**

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

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

All the below-mentioned documents/certificates are to be uploaded with digital signature in the ‘My Document’ folder option available after login in the e-procurement portal <http://tripuratenders.gov.in>. Bidders are requested to scan the necessary documents in **100 dpi** resolution into PDF. ‘My Document’ shall be populated prior to real time bidding and during real time bidding, uploaded documents/certificates in the ‘My Document’ are to be appropriately included (Checked) for incorporation in the Bid.

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

Sl.	Folder Name	Documents to be uploaded
1.	Mfg lic.	<b>Company Details:</b> I.Registration certificate of the Consortium/Partnership firm II. Society Registration, Audit report, ARCS Certificate and Bye-Laws for Co-operative Societies.
2.	DNIT Documents	I. Corrigendum, if published
3.	Machinery Details	Machinery & Manpower in possession of the firm:
4.	Tax related document	I. Professional Tax clearance certificate II. IT PAN II. GST Registration Certificate.
5.	Financial details	I. Audited Balance Sheets of last five financial years with auditor's certificate i/c IT Return Certificate regarding annual turnover from contracting business in each year.
6.	Misc. document	I. Any other documents found necessary

**B. Statutory Documents:**

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

1. Scanned copy of Tender Fee and EMD in single PDF.
2. NIT
3. Bid Document
4. All forms with supporting documents/certificates specified in the Bid Document in single PDF.

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

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

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

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

Documents to be submitted in the Financial Bid are:

1. BOQ (Bill of quantity/Price schedule).
2. Guaranteed Loss of Transformer as specified in the Bid Document as per given format

**Note:** Bill of Quantity (BOQ) i.e. Price schedule, which is the Rate quoting sheet in Ms-excel shall be downloaded, filled up properly and uploaded in the financial bid after digital signing. The Bidder shall always open the BOQ sheet with Macros Enabled. The Bidder shall quote rates in figures only, for all items in the Bill of Quantity (BOQ).

- 15. BOQ (Price Schedule) TAMPERING:** The provided BOQ (Price schedule) in the Tender is meant for downloading in the Bidders client machine, for entering the relevant fields meant for rates & bidder's particulars and finally uploading in the Financial Bid. The BOQ Excel Sheet is Macro enabled and working with the Sheet requires the Macro to be allowed/ enabled to run.

Bidders are hereby warned not to tamper the Excel Sheet, make copies and work in a copied Sheet or break through the default Work-Sheet Security. Such BOQs with stated violations will be treated as Tampered BOQs and Bids uploaded with Tampered BOQs will be summarily rejected.

- 16.** Bidders are allowed to bid 24x7 till the time of Bid closing, with option for Re-Submission, wherein only their latest submitted Bid will be considered for evaluation. The e-Procurement website will not allow any Bidder to attempt bidding, after the scheduled date and time.
- 17.** For any clarification related to NIT/Bid Document/e-procurement, bidder(s) are requested to contact:

**Dy. General Manager,  
Testing & Communication Division,  
79 Tilla, Agartala, 799005,  
e-mail: tcd\_tsecl@yahoo.in  
Ph. No. 0381-235-9352**

**18. Addendum/amendments/corrigendum:**

Before the last date for submission of Tenders, the Employer may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum/corrigendum.

Any addendum/amendments/corrigendum issued by the Employer shall be part of the tender Document and it shall be published in the e-procurement portal at <http://www.tripuratenders.gov.in>. Registered Bidders shall be notified of the related Corrigendum(s) by e-mail. However TSECL shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Bidders are requested to visit the site frequently to check whether there is any related Corrigendum(s) or not.

**19. Opening and Evaluation of Bids:**

19.1 The Employer will designate Tender Opening Authority for this bid, and the Technical bids will be opened online by them at the time and date, as specified in the NIT/Bid Document.

19.2 All the Statements, Documents, Certificates, Demand Draft / Bank Guarantee etc. uploaded by the Bidders will be verified for technical evaluation. The clarifications and particulars, if any, required from the bidders, will be obtained by addressing the bidders directly. The technical bids will be evaluated against the specified parameters/ criteria mentioned in the Bid Document, and in the same process as done in the case of conventional tenders. The technically qualified bidders will be identified and considered for their Financial Bid opening. The result of Technical Bids evaluation shall be displayed in the e-procurement portal and all the Bidders who have participated in the Tender will be able to access the same.

19.3 The Bidders or their authorized representatives may remain present at the time of opening of the tenders. Either the Bidder himself or one of his representative with proper authorization only will be allowed at the time of tender opening. If any of the Bidders is not present at the time of opening of tenders, the tender opening authority will, on opening the tender of the absentee Bidder, read out and record the deficiencies if any, and this will be binding on the Bidder.

19.4 The Minutes of the Technical bid opening shall be recorded and signed by the Tender Opening Authority as well as Bidders or their Authorized Representatives present and the same shall be uploaded and can be accessed in the e-procurement portal.

19.5 The Price bids (Financial bids) of all the technically qualified bidders will be opened by the concerned Tender Opening Authority at the specified date and time. The same can be tracked through the e-procurement portal by all the technically qualified bidders who participated in the tender. However, Qualified Bidders or their authorized representatives may remain present at the Price Bid (Financial bid) opening.

- 19.6 The Financial Bid's Item-wise Rates and total amount shall be read out, Minutes of the Bid opening shall be recorded and the Bidder's signatures will be taken in the minutes. The result of financial bids (Price bids) evaluation shall be displayed in the e-procurement portal and Bidders can access the same.
- 19.7 The 'BOQ comparative chart' generated & displayed from the e-procurement portal, after the opening of financial Bid (which will be displayed as 'BOQ comparative chart' at financial bid opening summary page), will not be final.
- 19.8 Employer will prepare comparative Statement as per the decision of the Financial Bid Evaluation Committee in the Employer, which will be appropriately displayed in the e-procurement portal (this will be displayed at financial bid opening summary page).
- 19.9 The Price Bid (Financial Bid) of the Unqualified Bidders will not be opened.
- 20.0 EMPLOYER reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.**

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



## **SECTION-II**

### **INSTRUCTION TO BIDDERS**

#### **1. GENERAL INSTRUCTIONS**

The bidders are to satisfy themselves by actual site visit to Electrical Workshop Sub-Division, 79 Tilla, Agartala as regards the prevailing condition of approaches, transportation facilities, availability of laborers etc. before submission of bid. No claim or excuse on this account will be entertained at any stage later on. Distribution Transformer(s) are to be handed over to Electrical Workshop Sub-Division, 79 Tilla, Agartala after repairing.

#### **2. COST OF BIDDING**

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

#### **3. 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 : Scope, condition of contract & General Clauses**

**Section – VI : Special terms & conditions**

##### **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 its employee(s) or representative (s) shall not in any way be binding on TSECL.

## **5.0 CORRIGENDUM /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 clarification requested by a prospective Bidder, modify the Bidding Documents by amendment (s).
- 5.2 The amendment(s) will be published in the e-Tender portal at <http://www.tripuratenders.gov.in>. Registered Bidders shall be notified of the related Corrigendum(s) by e-mail. However, TSECL shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Bidders are requested to visit the site frequently to check whether there is any related Corrigendum or not.
- 5.3 In order to afford prospective bidders reasonable time to take the corrigendum/amendment into account in preparing their bids, TSECL may, at its discretion, extend the deadline for submission of bids.
- 5.4 Such corrigendum/amendment, 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 (TSECL) 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, post registration in the <http://www.tripuratenders.gov.in>, as under:

#### **Part-I: Envelop-I (Technical Bid):**

1. Containing Tender Fee & Earnest Money as per the stipulations described under the title “Notice Inviting Tender” of Section 1 in this Bid Document. No financial aspect will be entertained in technical bid
2. Containing Documentary Evidence of the Bidder in fulfilling the qualifying requirements as indicated hereunder and in the NIT / Bid Document
  - a. Bidder shall furnish photo copies of original documents of registration and place of business.
  - b. The minimum average annual turnover of the bidder for the last three years shall be not less **than 30% of** the estimated cost put to tender.
  - c. Written power of attorney / Board resolution of the signatory of the bid.
  - d. Copies of PAN Card, STCC / PTCC, GST, Factory 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 – III**). 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 – IV**).
  - f. Containing Bidders Technical Proposal, drawings etc. along with his Commercial Terms, Payment Terms in conformity with the Bid Documents.

**Bid Envelop-II (Price Bid):**

Only the successfully qualified Technical bidders shall be considered for opening of Price bid.

The Price Bid shall be consisting of the following documents:

**Bill of Quantity (BOQ)** ie. the Price Bidding Schedule - to be downloaded.

Regarding **Bill of Quantity** mentioned as above (BOQ), the Bidder shall download the BOQ file in XLS format from the Tender document. All cells of the XLS document will be protected except the field (Bidder’s Name and Rates only in figures), the Bidder is expected to fill in. The BOQ XLS document shall contain bundled Macros which shall have to be enabled for automatic calculations and “figure to word conversions”.

**NB:** In addition to the composition of the **Technical Bid** regarding the documents to be supplied, the Bidder may also supply additional documents in either of this Bid, as Non-Sensitive documents, by scanning the related documents in PDF format (100 dps scan resolution) and saving them in Bidder’s “My Document” before-hand. The Bidder may suitably use any additional document from his “**My Documents**” for proper justification of his **Technical Bid**.

## 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: 5.0 of Section – I** of this NIT. The following shall also be included:

- i) **Supply of Clamps, Nuts & Bolts etc. as required as per ISI standard at free of cost.**
- ii) **Packing and transportation of Distribution Transformer from Workshop sub-division to vendor's works site and vendor's works site to Workshop sub-division after repairing should be included in the offered price.**
- iii) **Transportation to site, storage, insurance & handling of distribution transformer should be included in the offered price.**
- iv) **Inspection of damaged transformer for assessment of repairing to be required in presence of the TSECL's official, supply & weighing of all materials, repairing as per instruction of the engineer-in-charge, testing of DT's after repairing, transportation etc. as per NIT. To & fro vehicle arrangement for travelling to conduct inspection, testing at the works shall be the responsibility of the approved vendor at free of cost.**
- v) **TAKING OVER CERTIFICATE by TSECL's Engineer-in-charge after repairing of DTs.**

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

- a) Price Basis and Payments:  
Clause 12.0 (Section-II,)
- b) Bid Guarantee:  
Clause 18.0, Section-II
- c) Contract Performance Guarantee:  
Clause 8.0, Section-I
- d) Liquidated Damages:  
Clause 13.0, (Section-III)
- e) Warrantee:  
Clause 14.0, Section-III
- f) Payment:  
Clause 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 unit rates as per the downloaded **BOO XLS** file and upload the same in Financial Part of the Tender.

## **11.0 ALTERNATE PROPOSALS**

- 11.1 Bidder shall submit offers that comply with the requirements of the bidding documents, **including** the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

## **12.0 PRICE BASIS AND PAYMENTS**

- 12.1** The bidders shall quote in their proposal price for the entire Scope of Supply covered under the Technical Specification as required in the “How to Quote Price” in this Section followed by BOQ.

- 12.2** Bidder shall indicate Bid prices in Indian Rupees only

***Source of Fund: TSECL own source.***

## **13.0 TAXES AND DUTIES**

- 13.1** The Estimated cost put to tender is inclusive of GST and any other taxes & duties as applicable. The bid price shall also be inclusive of all taxes and duties.

- 13.2 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.

- 13.3 Meanwhile if there is any statutory changes are made by Govt. of India / Govt. of Tripura shall be applicable.

- 13.4 TSECL shall not bear any liability on any tax account.

## **14.0 TIME SCHEDULE**

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

- 14.2 The requirement of completion schedule for the works is mentioned in Clause – 1 (Section – I) of this document.

- 14.3 The completion schedule as stated in Clause – 1 (Section – I) shall be one of the major factors in consideration of the Bids.

- 14.4 TSECL reserves the right to request for a change in the work schedule during post-bid discussion with successful bidder.**

- 14.5 The successful Bidder shall be required to submit detailed BAR CHART and finalize the same with TSECL, as per the requirement of completion schedule.

## **15.0 CONTRACT QUALITY ASSURANCE**

- 15.1 The Bidder shall include in his proposal, the quality assurance programme 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.

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

## **16.0 INSURANCE**

The bidder's insurance liabilities pertaining to the Scope of Work is detailed out in clauses titled insurance in General Terms & Conditions of Contract and in Erection Conditions of Contract.

Bidder's attention is specifically invited to these clauses. The bid price shall include all the cost in pursuance of fulfilling all the insurance liabilities under the Contract.

#### 17.0 **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.

#### 18.0 **BID GUARANTEE**

18.1 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, and West Tripura.

18.2 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 18.7.

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

18.4 Any bid not secured in accordance with para 18.1 and 18.3 above shall be rejected by TSECL as non-responsive.

18.5 **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.**

18.6 The earnest money of the successful Bidder will be adjusted with the performance guarantee required to be furnished on award of contract as per Clause 8.0 of Section – I.

18.7 **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 'Contract Performance Guarantee'.

18.8 No interest shall be payable by TSECL on the above earnest money.

#### 19.0 **PERIOD OF VALIDITY OF BIDS**

19.1 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.

19.2 In exceptional circumstances, TSECL 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 cable or fax). The Earnest money provided under **in Section – I** shall also be retained up to the extended period. No interest shall be payable by TSECL 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**

### **20.0 FORMAT OF BID**

20.1 Bids are to be submitted online through the website, and as, stated in Clause 8.0 of ITB and as per NIT. All the documents uploaded by the Employer form an integral part of the contract. Bidders are required to upload all the bidding documents along with the other documents, as asked for in the Bid, through the above website and within the stipulated date and time mentioned in the Tender.

20.2 Tenders are to be submitted in two folders at a time for each work, one for Technical Proposal and the other for Financial Proposal. The Bidder shall carefully go through the requirements and prepare the required documents to be uploaded.

20.3 The bidder shall scan all the documents before uploading and all scanned documents shall be of 100 dpi resolution in Portable Document Format (PDF). The scanned documents shall be uploaded in the designated locations of Technical Bid and Financial Bid, as prompted by the e-Procurement website.

20.4 The Bidder needs to fill up their name and rates for all the items and in the designated Cells of the downloaded **BOQ** for the related work, and upload the same in the designated location of Financial Bid. The documents uploaded are virus scanned and digitally signed using the **Digital Signature Certificate (DSC)**. Bidders shall specially take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

### **20.5 Envelop-I (Technical Bid):**

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

#### **My Document (Non-Statutory ):**

All the below-mentioned documents/certificates are to be uploaded with digital signature in the 'My Document' folder option available after login in the e-procurement portal <http://tripuratenders.gov.in>. Bidders are requested to scan the necessary documents in 100 dpi resolution into PDF. 'My Document' shall be populated prior to real time bidding and during real time bidding, uploaded documents/certificates in the 'My Document' are to be appropriately included (Checked) for incorporation in the Bid.

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

Sl.	Folder Name	Documents to be uploaded
1.	Mfg lic	<b>Company Details:</b> I. Registration certificate of the Consortium/Partnership firm II. Society Registration, Audit report, ARCS Certificate and Bye-Laws for Cooperative Societies.

2.	DNIT Documents	I. Corrigendum, if published
3.	Machinery Details	Machinery & Manpower in possession of the firm:
4.	Tax related document	I. Professional Tax clearance certificate II. IT PAN II. GST Registration Certificate.
5.	Financial details	I. Audited Balance Sheets of last five financial years with auditor's certificate i/c IT Return Certificate regarding annual turnover from contracting business in each year.
6.	Misc. document	I. Any other documents found necessary

### **Statutory Documents:**

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

1. Scanned copy of Tender Fee and EMD in single PDF.
2. NIT
3. Bidding Document.
4. All forms with supporting documents/certificates specified in the Bidding Document in single PDF.

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

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

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

### **20.6 Bid Envelop-II (Financial Bid):** BOQ.

Documents to be submitted in the Financial Bid are:

BOQ (Bill of quantity/Price schedule).

**Note: Bill of Quantity (BOQ)** i.e. Price schedule, which is the Rate quoting sheet in Ms-excel shall be downloaded, filled up properly and uploaded in the financial bid after digital signing. The Bidder shall always open the BOQ sheet with Macros Enabled. The Bidder shall quote rates in figures only, for all items in the Bill of Quantity (BOQ).

- 20.7 **BOQ (Price Schedule) TAMPERING:** The provided BOQ (Price schedule) in the Tender is meant for downloading in the Bidders client machine, for entering the relevant fields meant for rates & bidder's particulars and finally uploading in the Financial Bid. The BOQ Excel Sheet is Macro enabled and working with the Sheet requires the Macro to be allowed/ enabled to run.



- 20.8 Bidders are hereby warned not to tamper the Excel Sheet, make copies and work in a copied Sheet or break through the default Work-Sheet Security. Such BOQs with stated violations will be treated as Tampered BOQs and Bids uploaded with Tampered BOQs will be summarily rejected.
- 20.9 Bidders are allowed to bid 24x7 till the time of Bid closing, with option for Re-Submission, wherein only their latest submitted Bid will be considered for evaluation. The e-Procurement website will not allow any Bidder to attempt bidding, after the scheduled date and time.
- 20.10 For any clarification related to NIT/SBD/e-procurement, bidder(s) are requested to contact:  
**O/O Deputy General Manager,  
Testing & Communication Division,  
79 Tilla, Agartala, Tripura (West).  
e-mail: tcd\_tsecl@yahoo.in**

#### 21.0 SIGNATURE OF BIDS

- 21.1 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) and as per Section I & II of the BID.
- 21.2 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.
- 21.3 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.
- 21.4 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.
- 21.5 The Bidder’s name stated on the proposal shall be exact legal name of the firm.
- 21.6 Bids not conforming to all the above requirements of para 21.0 above may be disqualified.
- 21.7 The original tender document shall be **digitally signed** by the bidder and will be uploaded during the e-Bid as part of the financial bid.

#### 22.0 SEALING AND MARKING OF BIDS

The Bidder shall have to deposit both the original Demand Drafts against related Tender Fee and EMD in a sealed envelope depicting NIT No. and the Bidders Name & Address at “O/o The Dy. General Manager, Testing & Communication Division, 79 Tilla, Agartala, Tripura (West)” on or before 11.00 A.M., 12.03.2019.

If the outer envelope is not sealed and marked as required by para 22.0 TSECL shall assume no responsibility for the Bid’s misplacement or premature opening.

#### 23.0 DEADLINE FOR SUBMISSION OF BIDS

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

#### 24.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 24.1 Withdrawal of Bid is not permitted.

**24.2** The Bidder may Revise (modify) his Bid as many number of times he wants, till the point of Tender Closing. In such case, only his last modified Bid would be considered for evaluation.

## **25.0 INFORMATION REQUIRED WITH THE PROPOSAL**

**25.1** The Bids must clearly indicate the name of the manufacturer, the type of model of each principal item of equipment 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, major construction equipment proposed to be deployed, method of erection and the proposed erection organizational structure.

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

**25.3** 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 TSECL. 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 TSECL.

**25.4** 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.

**25.5** 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.

**25.6** **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**

### **26.0 OPENING OF BIDS BY TSECL**

**26.1** The Employer will designate Tender Opening Authority for each and every Bid separately, and the Technical bids will be opened online by them at the time and date, as specified in the NIT/ Standard Bid Documents.

**26.2** All the Statements, Documents, Certificates, Demand Draft / Bank Guarantee etc. uploaded by the Bidders will be verified for technical evaluation. The clarifications and particulars, if any, required from the bidders, will be obtained by addressing the bidders directly. The technical bids will be evaluated against the specified parameters/ criteria mentioned in the BID, and in the same process as done in the case of conventional tenders. The technically qualified bidders will be identified and considered for their Financial Bid opening. The result of Technical Bids evaluation shall be displayed in the e-procurement portal and all the Bidders who have participated in the Tender will be able to access the same.

**26.3** The Bidders or their authorized representatives may remain present at the time of opening of the tenders. Either the Bidder himself or one of his representative with proper authorization only will be allowed at the time of tender opening. If any of the Bidders is not present at the time of opening of tenders, the tender opening authority will, on opening the tender of the absentee Bidder, read out and record the deficiencies if any, and this will be binding on the Bidder.

**26.4** The Minutes of the Technical bid opening shall be recorded and signed by the Tender Opening Authority as well as Bidders or their Authorized Representatives present and the same shall be uploaded and can be accessed in the e-procurement portal.

- 26.5 The Price bids (Financial bids) of all the technically qualified bidders will be opened by the concerned Tender Opening Authority at the specified date and time. The same can be tracked through the e-procurement portal by all the technically qualified bidders who participated in the tender. However, Qualified Bidders or their authorized representatives may remain present at the Price Bid (Financial bid) opening.
- 26.6 The Financial Bid's Item-wise Rates and total amount shall be read out, Minutes of the Bid opening shall be recorded and the Bidder's signatures will be taken in the minutes. The result of financial bids (Price bids) evaluation shall be displayed in the e-procurement portal and Bidders can access the same
- 26.7 The 'BOQ comparative chart' generated & displayed from the e-procurement portal, after the opening of financial Bid (which will be displayed as 'BOQ comparative chart' at financial bid opening summary page), will not be final.
- 26.8 Employer will prepare comparative Statement as per the decision of the Financial Bid Evaluation Committee in the Employer, which will be appropriately displayed in the e-procurement portal (this will be displayed at financial bid opening summary page).
- 26.9** The Price Bid (Financial Bid) of the Unqualified Bidders will not be opened

## **27.0 CLARIFICATION OF BIDS**

- 27.1 During in the examination, evaluation and comparison of Bids, TSECL may, at its discretion, ask the Bidder for a clarification in writing before opening of Price bid. Once Price bid is opened no clarification will be done.

## **28.0 PRELIMINARY EXAMINATION**

- 28.1 TSECL 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.
- 28.2 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 downloaded BOQ XLS file, TSECL shall be entitled to consider the highest price of the tender for the purpose of evaluation and for the purpose of award of the Contact, use the lowest prices of the tender:
- 28.3 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. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment or which limits in any way the responsibilities or liabilities of the Bidder or any right of TSECL as required in these specifications and documents. TSECL determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 28.4 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.
- 28.5 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.

## **29.0 DEFINITIONS AND MEANINGS**

29.1 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. **“Cost Compensation for Deviations”** shall mean the Rupee value of deviations from the Bidding Documents, as determined from the Bidder’s proposal.
- c. **“Evaluated Bid Price”** shall be the summation of ‘Bid Price’, ‘Differential Price’ and ‘Cost Compensation for Deviations’.

29.2 Calculation of Differential Price & Cost Compensation for Deviations.

**29.3 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.**

### 30.0 COMPARISON OF BIDS

30.1 For comparison purposes all the evaluated bid prices shall be in Indian Rupee as under:-

$$W = M + D$$

Where,

$$W = \text{Total Comparison Price}$$

$$M = \text{Bid Price including ex-works value of equipment/ materials and other taxes \& duties including local taxes, freight and insurance charges, cost of erection /services including works contract tax and other components of bid price, if any.}$$

$$D = \text{Cost compensation for deviations calculated according to para 30.1. above.}$$

30.2 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.

### 31.0 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**

### **32.0 AWARD CRITERIA**

- 32.1 TSECL 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. TSECL shall be the sole judge in this regard.
- 32.2 Further, TSECL 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.

### **33.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 33.1 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.

### **34.0 NOTIFICATION OF AWARD**

- 34.1 Prior to the expiration of the period of bid validity and extended validity period, if any, TSECL shall notify the successful Bidder in writing by registered letter or by telex or FAX, to be confirmed in writing by registered letter, that his Bid has been accepted.
- 34.2 The Notification of Award/Letter of Award shall constitute the formation of the Contract.
- 34.3 **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 19 (Section – II)**

### **35.0 SIGNING OF CONTRACT**

- 35.1 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.
- 35.2 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.

### **36.0 CONTRACT PERFORMANCE GUARANTEE**

- 36.1 As a Contract Performance Security, the successful Bidder, on award of work, shall have to deposit a **Contract Performance Guaranty** equivalent to 10% of the LOA Value(50% of Contract Performance Guaranty(CPG) in the shape of Demand Draft/Banker Cheque /Bank Guarantee from Public Sector / Scheduled Indian Bank guaranteed by Reserve Bank of India. in favour of TRIPURA STATE ELECTRICITY CORPORATION LIMITED as per normal format and the 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 Guaranty and this deduction should be completed before processing of final bill).
- 36.2 Earnest Money (EM) deposited will be merged / adjusted towards Contract Performance Guarantee (CPG) in the shape of **Demand Draft/Banker Cheque** in favour of **TRIPURA STATE ELECTRICITY CORPORATION LIMITED** from any schedule bank guaranteed by Reserve Bank of India payable at Agartala or in the shape of **Bank guarantee** from a **Public Sector / Scheduled Indian Bank guaranteed by Reserve Bank of India**. (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) in the form attached as **Annexure – I** 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 warrantee period as per Clause – 14 of section – III.
- 36.3 The Performance Guarantee shall cover additionally the following guarantees to TSECL:
- 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 TSECL 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.
- 36.4 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.
- 36.5 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.
- 36.6 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.**
- 37.0 CORRUPT OR FRAUDULENT PRACTICES**

- 37.1 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
    - (j) “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

#### A. INTRODUCTION

##### 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 '**Site**' shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by TSECL or Contractor in the performance of the Contract.
- 1.10 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.
- 1.11 The term '**Equipment Portion**' of the Contract price shall mean the ex-works value of the equipment.
- 1.12 The term '**Erection Portion**' of the Contract price shall mean the value of field activities of the works including erection, testing and putting into satisfactory operation including successful completion of performance and guarantee tests to be performed at Site by the Contractor including cost of insurances.



- 1.13 ‘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.
- 1.14 ‘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.
- 1.15 ‘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.
- 1.16 ‘Date of Contract’** shall mean the date on which Notification of Award of Contract/Letter of Award/Telex of Award has been issued.
- 1.17 ‘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.
- 1.18 “Writing”** shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.19** When the words ‘Approved’. Subject to Approval’, ‘Satisfactory’, ‘Equal to’, ‘Proper’, ‘Requested’, ‘As Directed’, ‘Where Directed’, ‘When ‘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.
- 1.20 “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.
- 1.21 ‘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 start up 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.
- 1.22 “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.
- 1.23 ‘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.
- 1.24 ‘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.
- 1.25** 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.

- 1.26 "Commercial Operation"** shall mean the Conditions of Operation in which the complete equipment covered under the Contract is officially declared by TSECL to be available for continuous operation at different loads upto and including rated capacity. Such declaration by TSECL, however, shall not relieve or prejudice the Contractor of any of his obligations under the Contract.
- 1.27 '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.
- 1.28 '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.
- 1.29 '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 Executive Engineer in charge of the work.
- 1.30 "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.**
- 1.31** Words imparting 'Person' shall include firms, companies, corporation and association or bodies of individuals.
- 1.32** Terms and expressions not herein defined shall have the same meaning as are assigned to them in the **Indian Sale of Goods Act (1930)**, failing that in the **Indian Contract Act (1872)** and failing that in the **General Clauses Act (1897)** including amendments thereof if any.
- 1.33** 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**

5.1 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.**

## **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.

The Contractor shall provide for signing of the Contract, Performance Guarantee, appropriate power of attorney and other requisite materials.

8.2 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.

8.3 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.

8.4 Subsequent to signing of the Contract, the Contractor, at his own cost, shall provide TSECL with at least five (5) true copies of Agreement and one soft copy including 3(three) hard copies of the approved drawings within fifteen (15) days after the signing of the Contract.

## **9.0 ENFORCEMENT OF TERMS**

9.1 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 anyway 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**

10.1 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 and the date of completion of the Contract as stipulated in the Contract 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 design, procurement, manufacturing, 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 interface facilities to be provided by TSECL and the dates by which such facilities are needed. The Contractor shall discuss with TSECL 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 commissioning 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. The details of such liquidated damages are brought out in the accompanying Special Conditions of Contract.
- 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 for delay under the Contract will be subject to a maximum of 5% of the Contract price.**
- 13.1.4 Delay of completion of work shall be up to 120 days with L.D. After 120 days if TSECL desires to extend delay date due to their fault the vendor shall continue the work. After 120 days of actual delay TSECL will take further action and rest of work may be done by TSECL.

## **14.0 WARRANTEE**

- 14.1 The Contractor shall warrant that the equipment shall be new, unused and in accordance with the contract documents and free from defects in material and workmanship for a period of Twelve (12) calendar months commencing immediately upon the satisfactory commissioning. 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 and/or workmanship provided always that such defective parts are repairable at the site and are not in the meantime essential in the commercial use of the equipment.

Such replaced/defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by owner's Engineer in charge of the work when the equipment is under the supervision of the Contractor's supervisory engineer. **The successful bidder shall submit BG (Bank Guarantee) valid up to the above warranty period.**

- 14.2 In the event of any emergency, where in the judgment of the owner's Engineer in Charge of work, delay would cause serious loss or damages, repairs or adjustment may be made by him or a third party chosen by him without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Executive Engineer in Charge of work, the Contractor shall be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.
- 14.3 If it becomes necessary for the Contractor to replace or renew any defective portions of the Works, the provision of this clause shall apply to portion of the Works so replaced or renewed until the expiry of Twelve (12) months from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the Executive Engineer in Charge of work may proceed to do the work at the Contractor's risk and cost, but without prejudice to any other rights which TSECL may have against the Contractor in respect of such defects.
- 14.4 The repaired or new parts shall be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost of such repairs.
- 14.5 The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Contractor shall be borne by the Contractor.
- 14.6 The acceptance of the equipment by the Executive Engineer in Charge of work shall in no way relieve the Contractor of his obligation under this clause.
- 14.7 In the case of those defective parts, which are not repairable at site but are essential for the commercial operation of the equipment, the Contractor and the Owner's Engineer in Charge of work shall mutually agree to a programme of replacement or renewal, which shall minimize interruption to the maximum extent in the operation of the equipment.

The defective parts / components / works are to be made good by the contractor without any linkage to his reimbursement from under writers. Irrespective of the claims settled by the writers, the above parts / components / works shall be done / made good whatsoever

## **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 the owner 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 the owner for such replacements and the Contract Price by portion for such defective equipment/materials / works and repayments of any sum paid by the owner to the Contractor in respect of such defective equipment/material. Should the owner 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 the owner under the Contract for such defective equipment/materials

## **17.0 DEFENCE OF SUITS**

If any action in court is brought against TSECL 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 TSECL, from all losses, damages, expenses or **decrees arising of such action.**

## **18.0 LIMITATION OF LIABILITIES**

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

## **19.0 POWER TO VARY OR OMIT WORK**

- 19.1 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 Engineer thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer 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.

- 19.2 In the event of the Engineer 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.
- 19.3 In any case in which the Contractor has received instructions from the Executive 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 Executive Engineer in charge of the work.
- 19.4 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.
- 19.5 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.
- 19.6 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.

**20.0 ASSIGNMENT AND SUB-LETTING OF CONTRACT**

- 20.1 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.

- 20.2 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.

## **21.0 CHANGE OF QUANTITY**

- 21.1 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  $\pm 25\%$ .
- 21.2 The Contract price shall accordingly be adjusted based on the unit rates available in the Contract for the change in quantities as above. The base unit rates, as identified in the Contract shall however remain constant during the currency of the Contract, except as provided for in clause 31.0 below. 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 / can not 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 can not 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 – II.**

## **22.0 PAKCING, FORWARDING AND SHIPMENT**

- 22.1 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.
- 22.2 The Contractor shall notify the owner's Engineer in charge of the work of the date of each shipment from his works, and the expected date of arrival at the site.
- 22.3 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.
- 22.4 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.

## **23.0 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.

**24.0 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.

**25.0 CERTIFICATE NOT TO AFFECT RIGHT OF TSECL 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.

**26.0 INSPECTION AND TESTING OF EQUIPMENTS / MATERIALS**

- i. The transformer shall be issued for repairing after engraving the unique serial number/ID code on tank body.
- ii. The bidder shall offer the transformer for final inspection along with results of routine test of 100% offered quantity, than regional ED/CE will randomly select 10% of serial numbers for acceptance test. The inspecting officer shall measure the No load and Load loss for 100% quantity at firm works and 10% quantity for acceptance test as selected by ED/CE. The inspecting officer shall submit the test results for issuance of DI. The inspecting officer shall fix numbered poly carbonate seal (two numbers diagonally opposite on each transformer body) during final inspection provided by CE/SE store.
- iii. The 100% DTRs shall be tested for No Load and Load Losses after receipt of repaired DTR departmentally. If the Load losses found more than 15% of Guaranteed Losses then the transformer shall be rejected and the repairer firm will further repair the rejected transformer at his own cost(including transportation charges) and for such transformers testing charges@ Rs.2000/- per transformer shall be recovered from the repairer.

- iv. 10% tolerance in the Load Losses shall be allowed, and if the Load losses found more than 10% but up to 15% of the guaranteed maximum limit of Load Losses, the penalty @ 10% of repairing cost is recoverable from the repairer and if the losses found more than 15% then the transformer shall be rejected and the repairer firm will further repair the rejected transformer at his own cost (including transportation charges) and for such transformers testing charges @Rs. 2000/- per transformer shall be recovered from the repairer
- v. After repairing or at the stage of dispatch of distribution transformer the contractor shall give intimation to the owner's Engineer in charge of the work for conducting inspection of distribution transformer at the works. The intimation shall be made at least 3 (three) days before the distribution transformer become ready for dispatch.
- vi. Testing of distribution transformers as specified above shall be conducted at the risk and cost of the contractor. **The contractor shall also bear the to and fro travelling, food and lodging charges of the inspecting officer / team of TSECL.**

## **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 erection and commission of all equipments and materials up to the satisfaction of owner's Engineer in charge of the work, a **Taking over Certificate** as a proof of the completion of the work will be issued by the owner. Such certificate shall not unreasonably be withheld.

## **CONTRACT SECURITY AND PAYMENTS**

### **29.0 CONTRACT PERFORMANCE GUARANTEE**

The Contractor shall furnish **Contract Performance Guarantee** as specified in Clause 6.0 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.

### **30.4 Mode of Payment**

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

### **30.5 TERMS OF PAYMENT**

The terms of payments for various activities under the contract are as under.

### **31.0 TRANSPORTATION & INSURANCE**

Transportation up to the work site of all equipments and materials supplied by the contractor or issued by the owner and insurance charges shall be borne by the contractor and the owner in no way shall be liable for the 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 21.0 and clause 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 – II**.
- 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.

- 34.1 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 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, 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 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 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 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 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 – II**.

**40 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 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 there of 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 there of as a foresaid 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 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 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 Deputy General Manager 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 Superintending Engineer of the concerned circle /Chief Engineer 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 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.
- 44.1.1 The arbitration shall be conducted by an arbitrator, to be nominated by TSECL and he will be the sole arbitrator to conduct the arbitration.
- 44.1.2 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**.
- 44.2 The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award.
- 44.3 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.
- 44.4 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.

## **46.0 TESTS & TEST CERTIFICATES**

### **46.1 STAGE INSPECTION**

The Dy. General Manager will depute two officer for random checking of coils and core assembly of repaired transformers from time to time before boxing and tanking of transformers to check whether actual repairs are done as per specification and to examine the quality of raw materials used and the workmanship etc. The team for stage inspection will be deputed on receipt of information from the repairers regarding procurement of raw material required for repairs and during core coil assembly to Dy. General Manager in writing. After receipt of clearance of stage inspection by the team or concerned DGM the firm will complete remaining work and conduct the routine tests with copies of these routine test report the firm will offer these transformers to concerned Dy. General Manager for pre-delivery final inspection.

46.2 10 % of each make of transformer against offered lot shall be subjected to all the following routine tests as per IS:2026/1962 and amendment thereof if same is applicable to be witnessed by the Officer deputed by Regional Chief Engineer/Addl. Chief Engineer on receipt of call from the repairer.

- a. Measurement of winding resistance.
- b. Impedance voltage.
- c. Ratio & polarity.
- d. Load losses.
- e. No load losses & no load current.
- f. Insulation resistance.
- g. High Voltage Test.
- h. Short Circuit Test.
- i. Back to Back Voltage Test.

**46.3** The Company reserves to itself the right of having at Firm's expenses any test of reasonable nature carried out the Firm's or sub-contractor's premises or at site in addition to the aforesaid tests and those included in the rate contract to satisfy itself that the spare parts supplied and repairs etc. carried out comply with the specifications. The Firm shall be required to rectify the defects found in such tests at his own cost.

### **47.0 PAINTING**

47.1 All metallic surfaces exposed to weather and requiring paint shall be given suitable priming coat and two coats of best paints of ISI marked of the same colour as of original transformer except for the case of red colour transformer which should be painted in grey colour. Other transformers i.e. grey colour transformer shall be painted in grey colour after repairs and green colour transformer shall be painted in green colour after repairs.

47.2 The inside of transformers shall be given suitable priming coat and two coats of best paint of Zinc Chromate or any other reputed ISI marked paint which may not cause any deterioration in the properties of the insulating transformer oil by chemical reaction etc.

47.3 All primer/paint shall be ISI marked.

**48 MARKING**

48.1 After satisfactory repair and testing, the Firm shall have to clearly write in white paint following details on the both width side of body of the repaired transformers in block of suitable size with word size of 2.5 cm. in white paint and boundary line of 1 cm. width in black colour clearly visible from ground in addition to repairer name plate to distinguish it from normal new supplies.

1. Repaired by M/s.....
2. Rate contract/order No.....
3. Tested on.....
4. Name of Sub-Division and date of return.....
5. **Guarantee period expires on.....**

48.2 In addition to above provision at 48.1, the name of transformer repairers, month, year of return and specification No. of repair contract shall be punched on an Aluminium Plate of suitable length but not less than 4” (10 cm.) and its width may be kept same as that of original transformers name plate. The plate shall be fixed firmly by rivets (not by screws) on the body of repaired transformer just below the original manufacturer’s name plate or at any other suitable place if the same is not possible. The punched letters will be painted with good quality black paint for clear visibility. The details to be punched on the plate will be as per specimen given below :

**48.3 PARTICULARS OF REPAIRS**

NAME OF REPAIRER	DATE OF RETURN AFTER REPAIRS	SPECIFICATION NO.OF REPAIR CONTRACT.
------------------	------------------------------	--------------------------------------

In addition to above the repairer will also punch or emboss the name of original manufacturer with Sr. No. of the transformer, name of repairer, Date of return after repair at the bottom channel clamping the core with the name of Company.

**48.3 IDENTIFICATION MARK ON NEW HV & LV COIL :-**

In the process of repairing of transformers, the repairer(S) replace the coils with New material / insulation. There is no visual facility to verify whether here placed the old coil(S) by new one, the repairer shall insert a non-tearable polyester strip containing their company’s name and month of manufacturing at least at two places in each HV coil. This polyester strip shall not be removable even on pulling out the same. This will enable the Purchaser to check and verify the exact number of coils newly prepared and replaced.

## SECTION – IV

### Special Instructions to Bidder(s)

1. The Bidder(s), before submitting of Bid(s), are advised to invariably visit the status 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.
2. 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.
3. All materials are to be supplied by the successful Bidder, where necessary, as per sample available with the Workshop Sub-Division.
4. **Test Certificate** with **warrantee Card** is to be submitted at the time of delivery wherever applicable.
5.  $\pm 25\%$  quantity variation may be there if necessary.

## SECTION – V

### SCOPE, CONDITION OF CONTRACT & GENERAL CLAUSE

**a. SCOPE OF WORK:-**

To & fro transportation of transformer from Work Shop Sub-Division to tenderer work shop and back should be borne by successful tenderer. Cost of Inspection of Transformer by a group of Officer of TSECL after opening of lid of Transformer before repairing and after repairing of Transformer should be borne by Tenderer. Major repairing of Transformer including supply of all requisite damaged component and two coats of painting of transformer by approved quality paint.

**b. DETAILS INSTRUCTIONS TO THE TENDERER:-**

Dy. General Manager reserve the right to reject or accept any or all tender in whole or in part and will not be bound to accept the lowest without assigning any reason what-so-ever for rejection of any tender or all tenders.

- i. It is responsibility of the tenderer to procure tools and plants and machineries required for the due performance of work.
- ii. Tender rate should be quoted inclusive of all taxes and other charges and must be filled in schedule attached.
- iii. The successful tender shall be responsible for the complete and satisfactory execution of the works.
- iv. The tenderer should furnish details of his past work of this nature of job.
- v. The tenderer should have to supply materials strictly as per specification confirming to latest I.S. Code.
- vi. Addition of any item if required afterwards or as required under statutory provision of I.S.S. should have to be supplied by the tenderer at an extra cost to be decided mutually.
- vii. All works shall confirm with the rule in force under the Indian Electricity Rules.
- viii. Programme Chart:-  
Within 15 days of placing the order, the tenderer shall submit a detail programme of the work through BAR-CHART.
- ix. Department's Supervision:-  
All the works shall be carried out under the direction and to reasonable satisfaction of the Department.
- x. Withholding payment:-  
TSECL may withhold any payment for supply, erection claimed by the Contractor, which in the opinion of the department is necessary to protect the Departments from any loss on account of:-
  - a. Defective work not remedied or warranties not met.
  - b. Claim file against the contractor.
  - c. Failure by the contractor to make due payment for materials or labour employed by him.
  - d. Inadequate progress of work when the ground for withholding payments are removed, payments of amount due to the contractor shall be made by the Department without delay and without any interest what so ever.

- x. **The total amount of liquidated damages for delay under the Contract will be subject to maximum of 5% of the Contract price exceeding stipulated completion period, beyond that imposition of percentage of LD lies at the discretion of TSECL.**
- xii. 2% of the estimated cost as earnest money in the form of Demand Draft / Banker Cheque drawn from any nationalized bank or any scheduled Bank in favour of the Tripura State Electricity Corporation Limited has to be deposited in a sealed envelop depicting NIET No. and the bidders name and address at dy. General Manager, Testing & Communication Division, TSECL,79 Tilla, Agartala on or before 12.03.2019 on 11.00 A.M.
- xiii. The lowest bidder shall submit Contract Performance Guarantee as per **clause 8.0 of Section – I** after issuance of LOA.
- xiv. Warrantee should be as per **clause 14.0 of section – III**.
- xv. Repaired transformer should be transported to the Work shop Sub-Division by the successful bidder at his own cost & risk.
- xvi. Defective distribution transformers are to be lifted within 15 days from the date of issuance of LOA. Defective transformer will be issued to the successful tenderer in 4 (four) spells. After completion of one lot repairing, next lot of damaged transformer will be handed over.
- xvii. No bid shall be modified/ withdrawn in the interval between the dead line for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawn/modification of a bid during this interval shall result forfeiture of the earnest money deposited by the bidder.
- xviii. The undersigned reserves the right to accept or reject any or all quotation including lowest one without assigning any reason what so ever.

## **SECTION – VI**

### **SPECIAL TERMS AND CONDITIONS**

1. Following test has to be carried out in presence of the Officer in charge of the works:-
2.
  - a. Insulation Resistance Test:
  - b. Turn Ratio test
  - c. High Voltage test
  - d. Winding Resistance test
  - f. vector group
3. Test certificate along with Warrantee card is to be submitted at the time of delivery after complete repairing/ servicing.
4. The damage part of the transformer should be returned back to the Department.
5. Works is of turn-key nature. Any materials required to complete the job, even not mentioned in the schedule of supply items, has to be supplied in the interest of completing the job at rate mutually agreed upon.
6. Successful tenderer has to concluded & sign an agreement as per form of TSECL.
7. Rate shall be quoted inclusive of all taxes and duties and to & fro transportation of transformer from Workshop Sub-Division, 79 Tilla, Agartala to tenderer workshop and back. Break up of claimed taxes and duties have to be shown separately. Applicable statutory taxes & duties shall be deducted at source. Evaluation of bid shall be done on loading of all taxes and duties against quoted price of the intending bidders.
8. Quoted rate shall be FIRM.
9. Price offer / Rate validity should be at least for 180 days.
10. Joint inspection shall be conducted before taking up the job.
11. Before quoting rate, tenderer may inspect the Transformer taking permission of the Sr. Manager Workshop Sub-Division, 79 Tilla, Agartala.
12. Payment shall be made against R/A bill after complete repairing/service and testing of Transformer.
13. Plus, minus 25% quantity variation of work (If required) have to be carried out by the contractor at an agreement rate.
14. Unserviceable Aluminium / Copper coil (HT / LT) and other scraped material which will be available in the damage transformer should be assessed and made to cut pieces by cutter in the presence of TSECL's representative and stored properly until completion of work for verification by the Engineer-In-Charge as and when necessary.
15. The scrap materials should dispose after getting permission from the concern Sub-Division.
16. Stage inspection will be occurred of spare materials whatever will use in repairing work.
17. Clearance should be kept 2 feet in all side between each job at the time of inspection of damage distribution transformer.

18. In case any re-insulation of the LT coil (Al / Cu) is required, the damaged insulation must be erased in presence of the TSECL's representative before commencement of re-insulation.
19. TSECL has every right to split up the work to the various repairing agency of Tripura.
20. Old re-usable winding (HT / LT) is to be used after proper re-bobining as per direction of engineer in charge.
21. Old transformer oil if supplied by the department to be used for repair transformer by the contractor after proper filtration etc. without any extra cost/charge.
22. High voltage test to be carried out on repaired transformer up to 28 KV on H.T. side & 2 KV on L.V. side.
23. Re-insulation of the wire (HV & LV) wire shall be made by machine.
24. The bidder / firm must have experienced appointee Engineer who will conduct the testing of transformer in presence of TSECL Inspector during inspection. The details of Engineer must be Submit with the Tender document.



**SCHEDULE-I**  
**SCHEDULE OF COMMERCIAL DEVIATIONS**

Bidder's Name & Address:

To,  
The Dy. General Manager,  
Testing & Communication Division,  
79 Tilla, Agartala.

Dear Sir,

**Sub: - Commercial Deviations.**

The commercial Deviations & variations to the specifications stipulated in the tender, for the item quoted are, as under: -

Sr. No.	Condition	Clause No. of tender document	Page No. of Tender document	Statement of deviations and variations
1	2	3	4	5

2. Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and any other conditions, variations/deviations etc. if found, elsewhere in our offer should not be given any considerations while finalizing the tender.

PLACE:	SIGNATURE OF BIDDER
	NAME IN FULL
DATE	DESIGNATION/ STATUS IN THE FIRM
	COMPANY SEAL

**SCHEDULE-II**  
**SCHEDULE OF TECHNICAL DEVIATIONS**

Bidder's Name & Address:

To,  
The Dy. General Manager,  
Testing & Communication Division,  
79 Tilla, Agartala.

Dear Sir,

**Sub: - Technical Deviations.**

The Technical Deviations & variations to the specifications stipulated in the tender, for the item quoted are, as under: -

Sr. No.	Condition	Clause No. of tender document	Page No. of Tender document	Statement of deviations and variations
1	2	3	4	5

2. Except aforesaid deviations, the entire order, if placed, on us shall be executed in accordance with your specifications and any other conditions, variations/deviations etc. if found, elsewhere in our offer should not be given any considerations while finalizing the tender.

PLACE:	SIGNATURE OF BIDDER
	NAME IN FULL
DATE	DESIGNATION/ STATUS IN THE FIRM
	COMPANY SEAL

**Note: -** Continuation sheet of like size & format may be used as per bidder's requirements and shall be annexed to this.

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

Ref. ....

Bank Guarantee No. ....

Date .....

To

**Deputy General Manager,  
Testing & Communication Division,  
79 Tilla, Agartala-799006.**

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. ....dated .....valued at .....for .....(scope of contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....being .(%) 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 of .....as 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 to .....and it shall remain in force upto and including .....and shall be extended from time to time for such period (not exceeding one year), as may be desired M/s .....on whose behalf this guarantee has been given.

Dated this ..... day of .....200..... 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) 1<sup>st</sup> extension vide No. \_\_\_\_\_
  - b) 2<sup>nd</sup> extension vide No. \_\_\_\_\_
  - c) 3<sup>rd</sup> extension vide No. \_\_\_\_\_
  - d) 4<sup>th</sup> 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 up to 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 – III**

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

Refer NIT No. \_\_\_\_\_ Date \_\_\_\_\_

**To  
Deputy General Manager,  
Testing & Communication Division,  
79 Tilla, Agartala-799006.**

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:**

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

(Signature of the Tenderer)  
With rubber Stamp

## **SECTION – VII**

**BILL OF QUANTITY (BOQ) i.e. PRICE BIDDING SCHEDULE TO BE DOWNLOADED IN XLS FORMAT THROUGH THE GOVERNMENT E-PROCUREMENT PORTAL AT [HTTP://TRIPURATENDERS.GOV.IN](http://tripuratenders.gov.in).**

## **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**