

TRIPURA STATE ELECTRICITY CORPORATION LIMITED



(A Government of Tripura Enterprise)

NOTICE INVITING E- TENDER

NIET NO. DGM/TD/AGT/2019-20/ 05

Dated, 25/06/2019

Name of Work : Arrangement/shifting of 1(One) no. 132/33 KV, 50 MVA from 132 KV Sub-Station, Surjamaninagar to 132 KV Grid Sub-Station, Agartala, 1(One) no.132/33 KV,15 MVA from 132 KV Grid Sub-Station, Agartala to 132 KV Sub-Station, Rabindranagar and 1(One) no. 132/33 KV, 15 MVA from 132 KV Grid Sub-Station, Agartala to 132 KV Banduar Sub-Station including necessary dismantling, erection and commissioning at site for better management of loading in 33 KV supply system under Transmission Circle, TSECL, Agartala. .

Estimated cost: Rs. 27, 38,374.00 (Rupees Twenty Seven Lac Thirty Eight Thousand Three Hundred and Seventy Four) only.

Time for completion: 21(Twenty One) days.

Signature of the contractor

Dy. General Manager
Transmission Division, TSECL
79-Tilla, Agartala, Tripura(W)

TRIPURA STATE ELECTRICITY CORPORATION LIMITED

SECTION – I

NOTICE INVITING E-TENDER (SINGLE STAGE TWO ENVELOPE BIDDING)

NIET NO.DGM/TD/AGT/2019-20/05

Dated,25.06.2019

Dy. General Manager, Transmission Division,79 Tilla Agartala, Tripura(W), PIN -799006, on behalf of TSECL invites online item rate bids on 2(two) bid system from the resourceful experienced firms for the following work.

Sl. No	Name of work.	Estimated cost put to bid	Earnest Money	Time of Completion
01.	Arrangement/shifting of 1(One) no. 132/33 KV, 50 MVA from 132 KV Sub-Station, Surjamaninagar to 132 KV Grid Sub-Station, Agartala, 1(One) no.132/33 KV,15 MVA from 132 KV Grid Sub-Station, Agartala to 132 KV Sub-Station, Rabindranagar and 1(One) no. 132/33 KV, 15 MVA from 132 KV Grid Sub-Station, Agartala to 132 KV Banduar Sub-Station including necessary dismantling, erection and commissioning at site for better management of loading in 33 KV supply system under Transmission Circle, TSECL, Agartala.	Rs. 27,38,374.00	Rs. 54,767.00	21(Twenty One) days
i.	Bids shall be rejected if the offer is submitted without Earnest Money or with inadequate Earnest money i.e. less than the prescribed fee mentioned in the NIT and Tender Fee/ e-tender processing fee Rs. 5,000.00			
ii.	Earnest Money deposit shall be 2% of estimated value put to tender.			

1. The NIT will appear in National and Local Newspapers, as well as on websites - www.tsecl.in and other details can be obtained from the e-procurement portal <http://tripuratenders.gov.in> from 26/06/2019.
2. To be qualified to bid for the package, the bidder shall have to meet the following minimum criteria:
 - 2.1 **TECHNICAL ELIGIBILITY: -**
 - i) The bidder should have carried out similar nature of work of carrying/shifting of Power Transformers having rating capacity of 7.5 MVA Power Transformer or above of 132 KV voltage level in a single award of work in Indian power utilities which must be in satisfactory operation for at least 1 (one) year from the date of publication of NIT, supported by **performance certificate issued by reputed Indian power utilities not below the rank of Executive Engineer / Dy. General Manager /**

Divisional Engineer or equivalent/ TSECL to undertake on as indicated in the name of work, supported by performance certificate issued by reputed Indian power utilities not below the rank of Executive Engineer / Dy. General Manager / Divisional Engineer or equivalent.

Or

- ii) The bidder who are executing / carrying 132 KV or above voltage class Power Transformer under TSECL, Tripura.

The Performance certificate should be issued by reputed Indian power utilities not below the rank of Executive Engineer / Dy. General Manager / Divisional Engineer or equivalent.

Copy of work order will not be treated performance during evaluation of tender.

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

2.2 FINANCIAL ELIGIBILITY (As per Audited Annual Accounts):

The minimum average annual turnover of the bidder for the last 3 (three) years should not be less than 30% of the estimated cost put to tender.

- 2.3 Bidder shall meet both the requirements of **para 2.1 & 2.2** above.

2.4 Notwithstanding anything contained herein above, TSECL reserves the right to ask for the original documents as well as to assess the “capacity and capability” of the bidder to execute the work.

- 3 The bidder shall bear all **cost and expenses** associated with download and submission of its bid document on line and **TSECL** will not be responsible or liable in any case for those cost, regardless of the conduct or outcome of the bidding process.
- 4 The bidder shall furnish documentary evidence in support of the qualifying requirements stipulated above along with their bid. Bid received without such documents shall be summarily rejected.
- 5 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-bid system:

(a) Bid Envelop-I (Technical bid)

(b) Bid Envelop-II (Financial bid)

- 6 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.

7 Critical Dates:

i	Completion period for supply:	21(Twenty One) days.
ii	Date of Publishing of tender :	
iii	Period of downloading of Bidding Documents at tripuratenders.gov.in :	From: - 26/06/2019
		From: - 26/06/2019 To : 03/07/2019
iii	Deadline for online Bidding:	03/07/2019 Up to 5.00 P.M.
iv	Time and Date of Opening Technical Bid/Bids:	at 3.30 P.M. on 04/07/2019,if possible.
v	Time and Date of Opening Price/Financial Bid:	To be notified after Technical Evaluation
vi	Place of Opening Bids:	O/o the Dy. General Manager Transmission Division 79 Tilla Agartala West Tripura Pin 799006. Email: dgmtdagt@gmail.com
vii	Bid Validity:	180(One hundred eighty) days from the date of Opening Of Technical Bid.
viii	Officer inviting Bids (TSECL):	O/o the Dy. General Manager ,Transmission Division,79 Tilla, Agartala, West Tripura, Pin: 799006. Email: dgmtdagt@gmail.com

8. Scope of Work:-

Scope of work covered under this package includes arrangement/shifting of 1(One) no. 132/33 KV, 50 MVA from 132 KV Sub-Station, Surjamaninagar to 132 KV Grid Sub-Station, Agartala, 1(One) no.132/33 KV,15 MVA from 132 KV Grid Sub-Station, Agartala to 132 KV Sub-Station, Rabindranagar and 1(One) no. 132/33 KV, 15 MVA from 132 KV Grid Sub-Station, Agartala to 132 KV Banduar Sub-Station including necessary dismantling, erection and commissioning at site for better management of loading in 33 KV supply system under Transmission Circle,TSECL, Agartala.

Scope of work given above is only indicative. The detailed scope has been described in the schedule of supply of work /BOQ

- 9. a) The Earnest Money Deposit** shall be submitted by Demand Draft (DD) / Banker's Cheque (BC) on any Scheduled Bank guaranteed by Reserve Bank of India favouring TRIPURA STATE ELECTRICITY CORPORATION LIMITED payable at Agartala initially valid for 3 (three) months with claim period of another 3 (three) months, subject to further extension if required. Earnest Money Deposit in any other form or amount will not be accepted.
- b)Tender Fee/ e-tender processing fee, shall be submitted in the form of Demand Draft on any Scheduled Bank guaranteed by Reserve Bank of India favouring TRIPURA STATE ELECTRICITY CORPORATION LIMITED payable at Agartala.
The Tender Fee/ e-tender processing fee is non refundable.
- 10 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 NIT No. and the Bidders Name & Address at "O/O Dy. General Manager,Transmission Division, Tripura State Electricity Corporation Limited, 79 Tilla, Agartala, West Tripura, Pin: 799006." **on or before 03 / 07 /2019 upto 5.00 PM .**
- 11** 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.
- 12** On award of work the successful bidder shall have to deposit a **Contract Performance Guarantee** (CPG) equivalent to **10%** of the LOA value / Supply order value in the shape of Demand Draft 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 **CPG** within the definition of **clause 33 of Section –II** of the bid document shall remain valid for actual completion period plus guarantee period against the item as per provision of **clause 14.0 of section-III** of the bid document. Extension of bank guarantee for performance of the contract shall be extended as & when asked by the Engineer in charge to keep the currency of the contract alive. In the event of failure on the part of agency to extend the bank guarantee before expiry of the bank guarantee submitted, the same shall be encashed without showing the reason thereof.

- 13 The acceptance of Price bid / financial bid shall be subjected to acceptance of Tender fee.
- 14 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.
- 15 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.
- 16 However the intending bidder has to quote all items as per BoQ, part quoting rate will not be entertained and will be rejected.

17. Submission of Bids:

Bids are to be submitted online through the website, All the documents uploaded by the TSECL, 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.

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	Firm Details: i. Registration certificate of bidder i. Valid Labor license. ii. Valid Labor Insurance
2.	DNIT Documents	i. Corrigendum, if published
3.	Manpower / Machinery Details	Machinery & Manpower in possession of the firm.
4.	Tax related document of bidder	I. Professional Tax clearance Certificate (PTCC) /STCC. II. GST registration certificate III. IT return IV. PAN Card
5.	Financial details of bidder	I. Audited Balance Sheets of last three financial years with auditor's certificate regarding annual turnover from contracting business in each year.
6.	Misc. document	i. Litigation History ii Notary Declaration regarding De-barred/ Black listed. iii. Declaration of the tenderer/Bidder v Factory Registration. vi Performance certificate vii List of names of Manufacturer. viii Technical Data & Drawings specified in the bid ix Manufacturer's authorization form.
7	Scan copy of Tender Free and EMD in single PDF	i. Cost of Bid document. ii. Earnest Money/EMD

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 annexure with supporting documents/certificates specified in the Bid Document in single PDF.
5. Performance Certificate.

Note-1: Failure of submission of any one of the above mentioned documents shall render the tender 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:
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).

- 18. 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.

- 19** 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.** For any clarifications related to NIT/Bid Document/e-procurement, bidder(s) are requested to contact:

**O/o the Dy. General Manager,
Transmissin Division, TSECL
79-Tilla, Agartala, Tripura (West), PIN-799006.
e-mail: dgmtdagt@gmail.com**

- 21. Addendum/amendments/corrigendum:-** Before the last date for submission of Tenders, the TSECL may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum/corrigendum.

Any addendum/amendments/corrigendum issued by the TSECL 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.

- 22. TSECL 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,
Transmissin Division, TSECL
79 Tilla, Agartala, Tripura PIN-799006**

SECTION – II

INSTRUCTION TO BIDDERS

1. GENERAL INSTRUCTIONS

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

The location for works under Transmission Circle, TSECL which is about 78 KM away from **Agartala**. The nearest railway station is Agartala. The materials may be transported by road transport through National Highway – 08.

2. COST OF BIDDING

The bidder shall bear all **cost and expenses** associated with purchase and submission of its bid document and **TSECL** will not be responsible or liable in any case for those cost, 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:

- a. **Invitation of Bids : Section – I**
- b. **Instructions to Bidders : Section – II**
- c. **General Terms & Conditions of Contract : Section – III**
- d. **Price Bidding Schedule : Section – IV**

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. 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 three (3) 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. 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 shall be notified in writing or by Fax or Post or Email to all prospective Bidders, who have received the Bidding Documents at the address contained in the letter of request for issue of Bidding Documents from the Bidders. TSECL shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.
- 5.3. In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, TSECL may, at its discretion, extend the deadline for submission of bids.
- 5.4. Such amendments, clarifications, etc shall be binding on the bidders and shall be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the Bid.

6. 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. LOCAL CONDITIONS

- 7.1. It shall be imperative on each bidder to fully inform him of all local conditions and factors, which may have any effects on the execution of the contract covered under these documents and specifications. The Owner shall not entertain any request for clarification from bidders, regarding such local conditions.
- 7.2. It must be **understood and agreed that such factors as above have properly been investigated and considered while submitting the proposals**. No claim for financial adjustment to the Contract awarded under these specifications and

documents shall be entertained by TSECL. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by TSECL.

8. 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: Envelope-I/Pre-Qualification Bid Data & Techno commercial bid.

- 8.1. 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.
- 8.2. Containing Documentary Evidence of the Bidder in fulfilling the **qualifying requirements as indicated hereunder and** in the NIT / Bid Document.
- 8.3. Written power of attorney for the signatory of the bid, if any.
- 8.4. Photo copy of **PAN Card** and **GST Registration Certificate/Tax Clearance Certificate**.
- 8.5. Copy of **balance sheet** of the bidder (audited by Chartered Accountant) in support of annual turnover for the last 3 (three) years.
- 8.6. The credential of the participants with reference to quality of recent / past supplies to TSECL will be considered as a criterion among others.
- 8.7. Any bidder who has been Debarred /Black listed by any Central (GOI)/ State Govt owned Power Utility, for supply of similar materials during last 3 years for whatever reasons and thereby shall stand disqualified automatically at the very pre-qualification stage. **Therefore, the Party (vendors) submitting the tender documents should enclose a "Declaration" to this effect with due certification by "NOTARY" depicting full name & designation.(As per Format, annexed in Bid document). Any litigation against the bidder but not cleared by court shall be produced alongwith tender document (As per format annexed in Bid document).**
- 8.8. Containing Bidders Technical Proposal, drawings etc. along with his Commercial Terms, Payment Terms on conformity with the Bid Documents.
- 8.9. Notwithstanding anything contained herein above, the TSECL reserves the right to assess the capacity and capability of bidder to execute the work.
- 8.10. Bids submitted without documents as indicated above shall be treated as disqualified. Bidders shall have to produce original document as and when asked by the TSECL authority, for verification and authentication of submitted documents.
- 8.11. Containing Bidders **Technical Proposal as per terms & conditions** along with his **Commercial Terms, Payment Terms** in **conformity** with the Bid Documents.

Part-II: Envelope-II/ Price Bid/ Financial bid.

- 8.12 Only the successfully qualified Technical bidders shall be considered for opening of Price bid/Financial Bid.

8.13 The Price Bid/ Financial 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. SCOPE OF THE PROPOSAL:-

9.1. The scope of the proposal shall cover all the design, engineering drawing etc. specified under the accompanying Technical Specification & **Bidding Schedule (BOQ)**. It shall include the following:

- a. Detailed design and engineering of the equipment / materials as applicable.
- b. Complete manufacture unit including testing at works.
- c. Providing engineering drawing, data, operation, manual, etc. for approval by TSECL.
- d. Packing and transportation from the manufacturer's works to the Site including transit insurance.
Reliability tests and performance and guarantee tests on completion of commissioning.
- e. **TAKING OVER CERTIFICATE** by TSECL's Engineer-in-charge.
- f. In the case of a Bidder who offers to supply material under the contract that the Bidder did not manufacture or otherwise produce, the Bidder shall (i) have the financial and other capabilities necessary to perform the contract; (ii) have been duly authorized by the manufacturer or producer of the related plant and equipment or component as per **proforma in annexure-V**, to supply and (iii) be responsible for ensuring that all equipment to be supplied and services carried out under the contract shall have their origin in India only, and meets the minimum criteria listed for an individual Bidder for that item.

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

- a. **Price Basis and Payments:** Clause (Section – II) & (Section – III).
- b. **Bid Guarantee:** Section – I
- c. **Contract Performance Guarantee:** Section – I

- d. **Liquidated Damages:** General Condition of Contract (Section – III)
- e. **Guarantee / Warrantee:** Clause ,Section – III
- f. **Payment :** Clause, 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 entire Scope of Work as above shall be treated as cancel.

10. BID PRICE

- 10.1. The Bidder shall quote unit rates in the downloaded **BOQ XLS** file and upload the same in Financial Part of the Tender. **Quoted prices shall be FIRM .Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents.** on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery and completion of the facilities. This includes all requirements under the Contractor's responsibilities for acquisition of all permits, approvals and licenses, testing and providing performance guarantee of the material and services as may be specified in the Bidding Documents,
- 10.2. It shall be the responsibility of the bidders to pay all statutory taxes, duties and levies to the concerned authorities for the total scope of work listed in the Price Bidding Schedule. TSECL would not bear any liability on this account. Set/Lot/Lump-sum shall be governed as per the requirement of the corresponding item description read in conjunction with relevant provisions of Technical Specifications
- 10.3. **Unit Price for Supply** to be quoted in respective column of the Price bid and shall be inclusive of Ex-works/ Ex-warehouse price, all taxes & duties etc paid or payable on components, raw materials or any items used for their consumption, Transportation, Insurance & other services including providing guarantee of equipments / materials as stated in the guarantee clause of the bidding document and delivery of equipments / materials up to the final destinations.
- 10.4. **Goods and Services Tax (GST)** as applicable for supply of equipment/items **as listed in the price bidding schedule** shall not be included in the **Unit Price for Supply** price but shall be indicated in respective column of the price bid.

- 10.5. **Bid Currencies:-** Prices shall be quoted in Indian Rupees Only.

11. PRICE BASIS AND PAYMENTS

- 11.1. 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.
- 11.2. All price components shall not be subjected to any adjustment, whatsoever, during the execution of the contract. The bidder shall quote in their proposal price for the

entire scope of work covered under the Technical Specification. **Quoted rates shall be firm. No price variation will be allowed at any stage.**

11.3. Bidder shall indicate Bid prices in Indian Rupees only.

12. TAXES AND DUTIES

12.1 **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.**

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

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

12.4 TSECL shall not bear any liability on any tax account.

It is the responsibility of the individual or CONTRACTOR to file proper income tax return and pay taxes thereon if any, or claim refund thereof if any.

13. TIME SCHEDULE

14.

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

13.2 The requirement of completion schedule for the works is mentioned in Section -I of this document.

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

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

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

13.6 The work shall be completed within **21 (Twenty One)** days and shall be reckoned from **7th (seventh) day** after date of issue of the Letter of Award (LOA) **to be delivered as per direction of the Engineer-in-charge to the Sr. Manager, 132 KV Grid Sub-Station, 79-Tilla, Agartala.**

14. CONTRACT QUALITY ASSURANCE

14.1 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.

14.2 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.

15. 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 . 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.

16. BRAND NAMES

All the equipments/ materials relevant to execute the work, shall be supplied out of the 'list of the makes/manufacturers' as stipulated in the attached technical specification. Any deviation in this regard shall not be entertained and bids having such deviation shall be rejected. In case brand names are not specified in the attached technical specification, standard equipments / materials of reputed manufacturer acceptable to TSECL shall be supplied.

17. BID GUARANTEE

- 17.1 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 Agartala, West Tripura.
- 17.2 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 17.7.
- 17.3 The earnest money shall be deposited in Indian rupees only.
- 17.4 Any bid not secured in accordance with para 17.1 and 17.3 above shall be rejected by TSECL as non-responsive.
- 17.5 **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.**
- 17.6 **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'.
- 17.7 No interest shall be payable by TSECL on the above earnest money.

18. PERIOD OF VALIDITY OF BIDS

- 18.1 Bids shall remain valid for 180(One hundred eighty) days from the date of bid opening prescribed by TSECL, unless otherwise specified in the accompanying Special Conditions of Contract. A Bid valid for a shorter period shall be rejected by TSECL as non-responsive.
- 18.2 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 **Clause 9.0 of 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

19.0 FORMAT OF BID: As per Clause No.- 17 of Sec-I .

20 SIGNATURE OF BIDS

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.
- 20.5 The Bidder's name stated on the proposal shall be exact legal name of the firm.
- 20.6 Bids not conforming to all the above requirements of **para 20 above** may be disqualified.
- 20.7 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.

21 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, Transmission Division, TSECL, 79-Tilla, Agartala, Tripura(W) ,PIN-799006"** on or before **5.00 PM on 03 / 07 / 2019.**

22 DEADLINE FOR SUBMISSION OF BIDS

- 22.1 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.

23 MODIFICATION AND WITHDRAWAL OF BIDS

- 23.1 Withdrawal of Bid is permitted.
- 23.2 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.

24 INFORMATION REQUIRED WITH THE PROPOSAL

- 24.1 The Bids must clearly indicate the name of the manufacturer, the type of model of each principal item of equipment proposed to be furnished and supplied. 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 manufacturing and the proposed supplier organizational structure.

- 24.2 **The above information shall be provided by the Bidder in the form of separate sheets, drawings, catalogues, etc.**
- 24.3 Any bid not containing sufficient descriptive material to describe accurately the equipment proposed, shall be treated as incomplete and hence rejected. Such descriptive materials and drawings submitted by the Bidder shall be retained by 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.
- 24.4 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter shall not be considered.
- 24.5 Standard catalogue pages and other documents of the Bidder may be used in the Bid to provide additional information and data as deemed necessary by the Bidder.

BID OPENING AND EVALUATION

25 OPENING OF BIDS BY TSECL

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 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.
- 25.5 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.

- 25.6 The Price Bids containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the Bid Forms are liable to be rejected.
- 25.7 The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).
- 25.8 If the discount(s)/rebate(s) offered by the Bidder is a percentage discount and the price component(s) on which the said discount is not indicated in the bid, the same shall be considered on the total bid price [i.e. proportionately on each price component], in the event of award. Further, Conditional discounts/rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award.
- 25.9 In respect of taxes, duties and other levies indicated by the Bidder in the Bid, which are reimbursable in line with the provisions of the Bidding Documents, the applicable rate and amount thereof shall be ascertained by the Employer based on which, if required, necessary rectification and arithmetical correction shall be carried out by the Employer. The rate and amount so ascertained by the Employer shall prevail. If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the amount of Bid Security forfeited.
- 25.10 The comparison shall be on the total price in Price Schedule. The comparison shall also include the applicable taxes, duties and other levies, which are reimbursable in line with the provisions of the Bidding Documents.
- 25.11 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.
- 25.12 The evaluation of a bid will take into account, in addition to the bid prices indicated in BOQ comparative chart' generated from the e-procurement portal,, the costs and factors to be added to each Bidder's bid price in the evaluation using pricing information available to TSECL, in the manner and to the extent indicated in the Technical Specifications.
- 25.13 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).
- 25.14 The Price Bid /Financial Bid of the Unqualified Bidders will not be opened.

26 PRELIMINARY EXAMINATION

- 26.1 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.
- 26.2 The Bidder shall ensure that the prices furnished by him are complete. In the case of not quoting of rates of any item in the downloaded BOQ XLS file, **Items against which no price is entered by the Bidder will not be paid for by TSECL when executed and shall be deemed to be covered by the prices for other items:**
- 26.3 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.

- 26.4 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.
- 26.5 Bids containing deviations from critical provisions relating to, Terms of Payment), Contract Performance Guarantee, Taxes and duties, Completion Time Guarantee, Defect Liability, Functional Guarantee), Patent Indemnity, Limitation of Liability, Settlement of Disputes Arbitration) and Form of Contract Agreement will be considered as nonresponsive.
- 26.6 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.

27 COMPARISON OF BIDS

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.

28 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

29 AWARD CRITERIA

- 29.1 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.

29.2 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.

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

30.1 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.

31 NOTIFICATION OF AWARD

31.1 Prior to the expiration of the period of bid validity, the TSECL will notify the successful Bidder in writing through Letter of Award (LOA) that its bid has been technically and commercially accepted.

31.2 The Notification of Award / Letter of Award shall constitute the formation of the contract.

31.3 Upon the successful Bidder's furnishing of Contract Performance Guarante pursuant to Clause No.12 of section-I in the shape of Bank Guarantee within 2 (Two) weeks . Bidder will also submit PERT Chart/ Delivery Schedule within 2 (Two) weeks from the date of LOI. PERT Chart/Delivery schedule shall be signed, accepted and mutually agreed by successful bidder and owner. On unconditional acceptance of Letter of Award, contract agreement shall be signed on submission and acceptance of **Contract Performance Guaranty**.

31.4 **Failure** of the successful Bidder to comply with the requirements of Clause 31.1, 31.2 and 31.3 above, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Employer may make the award to the next lowest evaluated Bidder or call for new bids.

31.5 **Upon the successful Bidder's furnishing of Contract Performance Guarantee pursuant to clause No. 12 of Section – I. TSECL shall promptly notify each unsuccessful Bidder and will discharge its bid guarantee, pursuant to Clause No. 17.5 of Section – II.**

32 SIGNING OF CONTRACT

32.1 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.

32.2 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, as prescribed in the LOA.

32.3 **The Employer shall verify all the credentials submitted by the winning bidder in their bid from the document issuing authority/ organization to check their correctness and validity before execution of agreement.**

33 CONTRACT PERFORMANCE GUARANTEE

33.1 As a Contract Performance Security, The successful bidder on award of work shall have to deposit **Contract Performance Guaranty** equivalent to **@10%** the LOA

Value of which to be furnished in the shape of **Bank guarantee** in favour of **TRIPURA STATE ELECTRICITY CORPORATION LIMITED** from a **Public Sector / Scheduled Indian Bank guaranteed by Reserve Bank of India**. 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 contract performance guarantee submitted in the shape of Bank guarantee shall be valid for 15 (fifteen) months covering actual execution period of the contract and up to guarantee period as per Clause – 14 of section – III.

33.2 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 under the Contract, as per the specifications and documents.
- b. The successful Bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the Engg in charge, in respect to any fault/ defects developed under the normal use of the said equipment, it will be repaired or replaced with new parts and erected by the Contractor at his own cost within the period of guarantee specified in the relevant clause of the General Terms and conditions.

33.3 The Contract Performance Guarantee is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages under clause entitled “Equipment Performance Guarantee” in Technical Specifications and damages stipulated in other clauses in the Bidding Documents.

33.4 The Contract performance Guarantee submitted in the shape of demand draft shall be returned to the Contractor without any interest at the end of successful completion of the work against a Bank Guarantee of equivalent amount from any Public Sector / scheduled Indian Bank valid upto the Guarantee period. The Bank Guarantee such deposited shall be discharged after expiry of Guarantee period.

33.5 The contract performance Guarantee shall be forfeited: -

- a) **If the contractor fails to start the work as per approved BAR CHART for reasons solely rest on him.**
- b) **If the contractor left / suspends the work without prior written intimation to the owner’s Engineer in charge of the work stating the reasons for such suspension of work.**
- c) **If the contractor left / suspends the work for reasons which are not acceptable to TSECL.**

- d) **If the contractor fails to perform his obligations under the contract.**

34 CORRUPT OR FRAUDULENT PRACTICES

34.1 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
- ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the owner, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the owner from the benefits of free and open competition.
- b. Will reject a proposal for award if it determines the bidder recommended for award has engaged a corrupt or fraudulent practice in competing for the contract in question.
- c. Will declare a firm ineligible, either indefinitely or for a stated period of time, if TSECL at any time determines that the firm has engaged in corrupt / fraudulent practices in competing for, or in executing the contract.

36.0 CONSIGNEE :

The Sr. Manager, 132 KV Grid Sub-Station, 79-Tilla, Agartala, West Tripura.

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 '**Engineer in Charge**'- The term Engineer in Charge shall mean the TSECL;s nominated representative who will sign the agreement on behalf of TSECL for the purpose of carrying out the work.
- 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 work man ship 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 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.
- 8.2. The Contractor shall provide for signing of the Contract, Performance Guarantee, appropriate power of attorney and other requisite materials.
- 8.3. The Agreement shall be signed in two originals and the Contractor shall be provided with one signed original and the rest shall be retained by TSECL.
- 8.4. The Contractor shall provide free of cost to TSECL all the engineering data, drawings, and descriptive materials submitted with the Bid, in at least six (6) copies to form a part of the contract immediately after issue of Letter of Award.
- 8.5. Subsequent to signing of the Contract, the Contractor, at his own cost, shall provide TSECL with at least 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.

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

- 12.1. 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 In case the materials are not delivered within the time stipulated in the order, the supplier shall be liable to pay at the discretion of the competent authority of purchaser, the liquidated damages to be determined by the purchaser as 1 % of the delivered price of the delayed goods or un-performed services for each week of delay until actual delivery or performance subject to a maximum deduction of 10% of the delayed goods/services price. Due consideration may be given in the levy of damages for reasons absolutely beyond the control of the supplier for which documentary evidence shall be provided to the satisfaction of the competent delayed supplies.

14. GUARANTEE

- 14.1 The guarantee period should be of **12 (twelve)** months from the date of commissioning.

15. EXTENSION OF TIME

- 15.1 The TSECL may consider to grant extension of time for the completion of the supply if it is felt absolutely essential on fulfillment of following conditions by the contractors:-

- a) **The supplier/contractor must maintain Hindrance Register from the beginning of work.**
- b) The supplier/contractor must apply to the Engineer-in-charge in writing for extension of time in writing so required justifying the necessity.
- c) Such application must state the grounds which hindered the supply/contractor in the execution of the work within the time as stipulated in the contract document/agreement.
- d) Such application must be made within 30 days of the date on which such hindrance had arisen.
- e) The 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.

- 15.2 According to the terms of the contract the Engineer- in -charge has full powers, but the orders on the application of the supplier/ contractor connected with the agreement accepted by the authorities higher than the Engineer- in -charge should be issued by him only after written approval of the authorities higher than the Engineer-in-charge.

- 15.3 The opinion of the Engineer-in- charge, whether the grounds shown for the extension of time are or are not reasonable, is final. If the Engineer-in -charge is of the opinion that the Grounds shown by the supplier/ contractor are not reasonable and declines to the grant extension to time, the supplier/contractor cannot challenge.

16 **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.

17 **REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS:-**

17.1 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 upto 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.

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

18.0 **PATENT RIGHTS AND ROYALTIES**

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

made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any part thereof furnished by the Contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Contractor shall at his option and at his own expense, either procure for TSECL, the right to continue the use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

19.0 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**.

20.0 LIMITATION OF LIABILITIES

The final payment by TSECL in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract. Such final payment shall be made only at the end of the Guarantee/Warranty Period, and till such time as the contractual liabilities and responsibilities of the Contractor, shall prevail. All other payments made under the Contract shall be treated as on-account payments.

20.0 POWER TO VARY OR OMIT WORK

20.1 No alterations, amendments, omissions, suspensions or variations of the Works (hereinafter referred to as 'variation') under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by owner's Engineer in charge of the work, but he shall have full powers subject to the provisions hereinafter contained, from time to time during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the 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.

20.2 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.

- 20.3 In any case in which the Contractor has received instructions from the 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 Engineer in charge of the work.
- 20.4 If any variation in the Works results in reduction of Contract Price, the parties shall agree, in writing, to the extent of any change in the price, before the Contractor proceeds with the change.
- 20.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of owner's Engineer in charge of the work shall prevail.
- 20.6 Notwithstanding anything stated above in this clause, owner's Engineer in charge of the work shall have the full power to instruct the Contractor, in writing, during the execution of the Contract to vary the quantities of the items or groups of items in accordance with the provisions of clause entitled 'Change of Quantity in Section – III'. The Contractor shall carry out such variations and be bound by the same conditions as though the said variations occurred in the Contract Documents.

21.0 ASSIGNMENT AND SUB-LETTING OF CONTRACT

- a. The Contractor may, after informing owner's Engineer in charge of the work and getting his written approval, assign or sub-let the Contract or any part thereof other than supply of main equipments and any part of the plant for which makes are identified in the Contract. Suppliers of the equipment not identified in the Contract or any change in the identified suppliers shall be subjected to approval by the owner's Engineer in charge of the work. The experience list of equipment vendors under consideration by the Contractor for this Contract shall be furnished to the owner's Engineer in charge of the work for approval, prior to procurement of all such items/equipment. Such assignment/sub-letting shall not relieve the Contractor of any obligation, duty or responsibility under the Contract. Any assignment as above, without prior written approval of the owner's Engineer in charge of the work, shall be void.
- 21.2 For components/equipment procured by the Contractor for the purposes of the Contract, after obtaining the written approval of TSECL, the Contractor's purchase specifications and enquiries shall call for quality plan to be submitted by the suppliers along with their proposals. The quality plans called for from the Vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the Vendors quality control organization, the relevant reference document/standard used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendors shall be discussed and finalized in consultation with the owner's Engineer in charge of the work and shall form part of the purchase order/contract between the Contractor and the Vendor. Within three weeks of the release of the purchase orders/contracts for such bought out items/components, a copy of the same without price details but together with detailed purchase specifications, quality plans and delivery conditions shall be furnished to the owner's Engineer in charge of the work by the Contractor.

22.0 CHANGE OF QUANTITY

- 22.1 During the execution of the Contract, TSECL reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such variations shall not be subjected to any limitation for the individual items but the total variations in all such items including items not covered under the Contract shall be limited to **±2 nos.**

23.0 PAKCING, FORWARDING AND SHIPMENT

- 23.1 The Contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till the time of erection. The Contractor shall be held responsible for all damages due to improper package.
- 23.2 The Contractor shall notify the owner's Engineer in charge of the work of the date of each shipment from his works, and the expected date of arrival at the site.
- 23.3 The Contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the owner's Engineer in charge of the work may require.
- 23.4 The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose materials forming each and every consignment dispatch to Site. The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling, right from his works up to the Site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.

24.0 CO-OPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS:-

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

25.0 NO WAIVER OF RIGHTS:

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

26.0 CERTIFICATE NOT TO AFFECT RIGHT OF 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.

27.0 INSPECTION AND TESTING OF EQUIPMENTS / MATERIALS

27.1 All equipments / materials shall be dispatched by the contractor only after issuance of 'Materials Inspection Clearance Certificate (MICC)' by the inspecting officer / team of TSECL , Waiver of inspection may be done by TSECL special circumstances with deduction of inspection cost @ 3% of the value of materials for which inspection to be waived. In that case bidder should submit the routine test certificate of manufacturers which shall be on the basis for acceptance of such materials by TSECL. No such materials will be accepted without test certificate.

27.2 After manufacturing or at the stage of dispatch of equipments / materials the contractor shall give intimation to the owner's Engineer in charge of the work for conducting inspection of equipments / materials at manufacture's works or at recognized testing laboratories to be arranged by the contractor. **The intimation shall be made at least 7(seven) days before the equipments / materials become ready for dispatch.**

27.3 Testing of equipments / materials as specified above shall be conducted at the risk and cost of the contractor. **TSECL authority shall also bear the to and fro traveling, food and lodging charges of the inspecting officer / team of TSECL.**

28.0 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.

29.0 TAKING OVER

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

CONTRACT SECURITY AND PAYMENTS

30.0 CONTRACT PERFORMANCE GUARANTEE

The Contractor shall furnish **Contract Performance Guarantee** as specified in Clause 12.0 of Section - I for the proper fulfillment of the Contract within Fifteen (15) days of "**Notice of Award of Contract.**"

31.0 CONTRACT PRICE ADJUSTMENT

There will be no price adjustment, all rates shall be firm.

32.0 PAYMENT

32.1 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.

32.2 Currency of Payment

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

32.3 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.

32.4 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.

32.5 TERMS OF PAYMENT

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

- a) Tenderer within the State of Tripura cheque will be drawn on S.B.I, T.L.A Branch or other Schedule Bank, Agartala.
- b) For tenderer (s)/supplier(s) outside the State of Tripura cheque will be drawn on S.B.I or other Schedule Bank, payable at the place where the supply order is placed.
- c) Payment will be made on receipt of materials in good condition by the consignee.
- d) Any terms of advance payments i.e. payments against dispatch documents/Bank documents will not be acceptable.
- e) **In no circumstances, claim of interest on payment shall be entertained.**
- f) **For works**
 - i) **90%** after completion of work with satisfaction.
 - a. Acknowledgement of Letter of Award.
 - b. Submission of contract performance guarantee as per clause
 - c. Submission of a detailed Bar Chart based on the work schedule stipulated in the Bid document and its approval by TSECL.
 - d. Signing of contract agreement.
 - e. On production of dispatch documents including the material inspection clearance certificate (MICC) issued by the inspecting officer / team of TSECL.
 - f. On receipt of materials in good condition by the consignee at site.
 - ii) **10 %** of the cost of materials will be released subject to finalization of final Time extension, if required.

33.0 INLAND TRANSPORTATION & INSURANCE

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

34.0 DEDUCTION FROM CONTRACT PRICE

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

35.0 TRANSFER OF THE TITLE

- 35.1 This Transfer of Title of equipments / materials shall not be construed 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.

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

36.0 INSURANCE

- 36.1 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.
- 36.2 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, 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.
- 36.3 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 upto 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 and/or incorporating escalation clause. 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.
- 36.4 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.

36.5 The clause entitled 'Insurance' under the Section - IV, covers the additional insurance requirements for the portion of the works to be performed at the Site.

37.0 LIABILITY FOR ACCIDENTS AND DAMAGES:-

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

38.0 DELAYS BY TSECL OR HIS AUTHORISED AGENTS:-

In case the Contractor's performance is delayed due to any act on the part of TSECL 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 TSECL 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.

39.0 DEMURRAGE, WHARFAGE, ETC.

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

40.0 FORCE MAJEURE

40.1 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 TSECL in writing of such causes, acceptance of which will be given by TSECL after verification.

40.2 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 proforma attached at **Annexure – II**.

41.0 SUSPENSION OF WORK:-

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

42.0 CONTRACTOR'S DEFAULT

- 42.1 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 TSECL's Engineer in charge of the work in connection with the works or shall contravene the provisions of the Contract, TSECL 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 TSECL 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 TSECL 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 TSECL 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 TSECL shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or any other contract concluded between TSECL and the contractor, for payment of the cost of executing the said part of the Work or of completing the Works as the case may be. If the cost of completing of Works or executing a part thereof as a foresaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess otherwise TSECL shall be entitled to recover the amount from any balance which may otherwise be due on the Contract or any other contract concluded between TSECL and the contractor. 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.
- 42.2 In addition, such action by TSECL 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 TSECL 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.
- 42.3 The Contractor shall have to pay liquidated damages for delay in completion of Works as defined in **clause 13.0** of this Section.

42.4 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.

43.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

43.1 TSECL reserves the right to terminate the Contract either in part or in full due to reasons stipulated in the clause entitled "Contractor's Default." TSECL shall in such an event give Fifteen (15) days notice in writing to the Contractor of his decision to do so.

43.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice.

43.3 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 TSECL 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, TSECL 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 TSECL 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

44.0 SETTLEMENT OF DISPUTES

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

44.2 If any dispute or difference of any kind whatsoever shall arise between the Owner 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 Engineer, 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 the Owner and the Contractor.

44.3 Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.

- 44.4 If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.
- 44.5 In the event of the Engineer failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the Owner or the Contractor being dissatisfied with any such decision, or within thirty (30) days, after the expiry of the first mentioned period of thirty (30) days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

45.0 ARBITRATION

- 45.1 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.
- 45.2 The arbitration shall be conducted by an arbitrator, to be nominated by TSECL and he will be the sole arbitrator to conduct the arbitration.
- 45.3 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**.
- 45.4 The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award.
- 45.5 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.
- 45.6 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

46.0 REGULATION OF LOCAL AUTHORITIES

- 46.1 The Contractor shall comply with all the rules and regulations of local authorities during the performance of his execution activities. He shall also comply with the Minimum Wages Act, 1948 and the Payment of Wages Act (both of the

Government of India) and the rules made there-under in respect of any employee or workman employed or engaged by him or his Sub-Contractor.

- 46.2 All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor. However, any registration, statutory inspection fees lawfully payable under any statutory laws and its amendments from time to time during installation & commissioning in respect of the equipment ultimately to be owned by the Owner, shall be to the account of TSECL. Should any such inspection or registration need to be re-arranged due to the fault of the Contractor or his Sub-Contractor, the additional fees to such inspection and/or registration shall be borne by the Contractor.

47.0 OWNER'S LIEN ON EQUIPMENT

- 47.1 TSECL shall have a lien on all equipment including those of the Contractor brought to the Site for the purpose of installation, testing and commissioning of the equipment, machine(s), other Hardware to be supplied & installed under the Contract. TSECL shall continue to hold the lien on all such equipment throughout the period of Contract. No material brought to the Site shall be removed from the Site by the Contractor and/or his Sub-Contractors without the prior written approval of the Engineer.

48. Safety Rules:

- 48.1 a) Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.
- b) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
- c) Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.
- d) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate fire fighting equipment shall be provided at crucial locations.
- e) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
48. 2. The Contractor shall follow and comply with all relevant Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any discrepancy between statutory

requirement and relevant Safety Rules referred above, the later shall be binding on the Contractor unless the statutory provisions are more stringent.

48. 3. If the Contractor does not take all safety precautions and/or fails to comply with the Safety Rules as prescribed by Consortium or under the applicable law for the safety of the equipment and plant and for the safety of personnel and the Contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors, or Employees of TSECL or any other person who are at Site or adjacent thereto, the Contractors shall be responsible for payment of compensation to Consortium members as per the compensation order issued by the appropriate authority of Government of Tripura / verdict issued by court.

The compensation mentioned above shall be in addition to the compensation payable to the workmen / employees under the relevant provisions of the Workmen's Compensation Act and rules framed there under or any other applicable laws as applicable from time to time. In case TSECL is made to pay such compensation then the amount of such compensation shall be deducted from the progressive bills / contract performance guaranty of the contractor.

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.

SIGNATURE OF THE TENDERER / BIDDER

ANNEXURE – I

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

Ref.

Bank Guarantee No.

Date

To
The Dy. General Manager,
Transmission Division,
Tripura State Electricity Corporation Limited
Agartala.

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 there of 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, valued atfor(scope of contract) and the Contactor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent tobeing 10 % (Ten per cent) of the said value of the Contract to the Owner.

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

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

the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee, from time to time to extend the time for performance or the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract 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 notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

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

Dated this day of20..... At

WITNESS

.....
(Signature)	(Signature)
.....
(Name)	(Name)
.....
(Official Address)	(Official Address)

Attorney as per Power of Attorney No. Date.....

APPLICATION FOR EXTENSION OF TIME
(Part – I)

1. Name of Contractor

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

3. Agreement of

4. Estimate amount put to tender

5. Date of Commencement of work

6. Period allowed for completion of work (as per agreement)

7. Date of completion stipulated in the agreement

8. Period for which extension of time has been given previously if any

 - a) 1st extension vide No.

 - b) 2nd extension vide
No. _____
 - c) 3rd extension vide No.

 - d) 4th extension vide No.

9. Period for which extension have been previously given (Copies of the previous application should be attached).

10. Hindrances on account of which extension is applied for with date on which hindrances occurred.

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

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

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

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

14.

a) Total value of extra work: -

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

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

Signature of Contractor

APPLICATION FOR EXTENSION OF TIME
(Part – II)

(To be filled in by TSECL)

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

Dated

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

APPLICATION FOR EXTENSION OF TIME
(Part – III)

(To be filled in by TSECL)

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

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

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

Signature of DGM

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

Signature of AGM

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

Signature of GM (Technical)

6. Recommendation / Approval of the CMD: -

ANNEXURE – IV

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

Refer NIT No. _____ Date _____

**To
The Deputy General Manager,
Transmission Division,
Tripura State Electricity Corporation Limited,
Agartala.**

Declaration

Sir,

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

Yours faithfully

Date:.....

(Signature of the Tenderer)
With rubber Stamp

Attestation Signature of Notary
With Rubber Stamp

Date:

Litigation History

Name of the Bidder:

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

(Signature of the Tenderer)
With rubber Stamp

SECTION-IV

Price Bidding Schedule: -

Given Separately in MS Excel Sheet in <http://www.tripuratenders.gov.in>.