



TRIPURA POWER GENERATION LIMITED

(A Govt. of Tripura Enterprises)

BID DOCUMENTS

N.I.T. NO.: - DGM /GTED(R)/2019-20/08

Dated: - 20 /12/ 2020.

Name of Work: - Maintenance of illumination system at Gas Thermal Power Station, Rokhia.

Estimated cost: - Rs.1,15,970.00 (Rupees one lakh fifteen thousand nine hundred and seventy) only.

Earnest money: - Rs. 2,899.00 (Rupees two thousand eight hundred and ninety nine) only

Cost of Tender Documents:- Rs. 200.00(Rupees two hundred) only

Last Date & Time of Dropping:- Up to 3 PM on 10-01-2020

Time for completion: - 60(Sixty) days.

Certified that this NIT contain 20 (twenty) pages as numbered from 1 to 20 excluding blank pages.

*Deputy General Manager,
Gas Thermal Electrical Division
Rokhia, Sepahijala, (Tripura)*



TRIPURA POWER GENERATION LIMITED

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NIT No:- DGM/GTED(R)/2019-20 /08

DATE:- 20/12/2019

NOTICE INVITING TENDER

On behalf of Tripura State Electricity Corporation Limited, sealed tenders in **Two Parts** as per TSECL regulation are invited by the Deputy General Manager, Gas Thermal Electrical Division, Rokhia from the reputed Manufacturer/Supplier/Agencies/Firms having experience in similar nature of work.

Name of Work: Maintenance of illumination system at Gas Thermal Power Station, Rokhia.

For detailed NIT, please visit [TSECL's](http://www.tsecl.in) official website (<http://www.tsecl.in>) or it can be seen in the Office of the Deputy General Manager, Gas Thermal Electrical Division Rokhia, Sepahijala, Tripura during on all working days from 11 AM to 2 PM up to **10-01-2020** however **tender documents should be downloaded from TSECL website.** The **Tender** will be received in the office of the (1) **Addl. General Manager**, Generation Circle, Bidyut Bhavan, Banamalipur, Agartala **OR** (2) Office of the **Dy. General Manager**, GTED, Rokhia on or before **10-01-2020 up to 03 PM.** The quotation will be opened on **13.01.2020**, at **03-30 PM**, if possible, in presence of the intending tenderers or their authorized representative.

The undersigned reserves the right to reject any or all the tender including the lowest one without assigning any reasons thereof.

Deputy General Manager,
Gas Thermal Electrical Division
Rokhia, Sepahijala, Tripura

No. F.TS/1(8)/GTED(R)/ 2019-20/
Copy to:-

Dated:-.

1. PS to the CMD, Tripura Power Generation Limited, Agartala.
2. The Head of Finance wing, TPGL, Agartala
3. The Additional General Manager, Generation Circle, TPGL. Agartala
- 4-8. The Sr. Manager, GTESD, Rokhia/GTESSD, Rokhia/GTMSD-I, Rokhia/GTMSD-II, Rokhia/GTCSD,Rokhia.
9. Er A. Debbarma, Manager, O/O the AGM, C&SO, Agartala, with a request to hoist the NIQ on the TSECL Website.
10. The Editor, **Syandan Patrika, Agartala** with a request to publish one insertion of the NIQ in minimum column in the next publication of his dailies. The bill may be forwarded to the undersigned for payment. Enclo :- 02(Two) copies.
11. The Editor, **Dainik Sambad, Agartala** with a request to publish one insertion of the NIQ in minimum column in the next publication of his dailies. The bill may be forwarded to the undersigned for payment. Enclo: - 02(Two) copies
12. Accounts Section, GTED, Rokhia
13. Notice Board
14. Guard File.

DY. GENERAL MANAGER



TRIPURA POWER GENERATION LIMITED

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DETAILS OF TENDER:

NIT NO	DGM/GTED/RKH/2019-20/ 08 Date:20.12.2019
Invitee	Deputy General Manager, Gas Thermal Electrical Division, Rokhia, Sepahijala, Tripura. Pin: 799102.
Name of Work	Maintenance of illumination system at Gas Thermal Power Station, Rokhia.
Eligibility of the Bidder	The bidder must have carried out similar nature of supplies/works for the value of not less than Rs.1, 00,000/- (Rupees one lakh) only during the last 2 (two) financial years under any of Central/State Government Organizations OR PSUs. In support of which bidder must have to submit copy of supply order with successful completion certificate invariably.
Estimated Cost	Rs.1,15,970.00 (Rupees one lakh fifteen thousand nine hundred and eighty seven) only.
Cost of BID Documents	Rs. 200.00(Rupees two hundred) only in the shape of Demand Draft from any Nationalized Bank/Scheduled Bank of RBI, duly pledged in favor of Deputy General Manager, Gas Thermal Electrical Division, Rokhia payable at SBI, Bishalgarh Branch.
Earnest Money Deposit (EMD)	Earnest Money of Rs. 2,899.00 (Rupees two thousand eight hundred and ninety nine) only in the shape of Demand Draft from any Nationalized Bank/Scheduled Bank of RBI, duly pledged in favor of Deputy General Manager Gas Thermal Electrical Division, Rokhia payable at SBI, Bishalgarh Branch.
Last Date & Time of Bid Submission	10/01/2020 up to 3 PM
Bid Opening Date & Time	13/01/2020 at 3-30 PM(if possible)
Address for BID submission	(i) Additional General Manager , Generation Circle, TSECL, Banamalipur, Agartala, Tripura. Pin: 799001. (ii) Deputy General Manager , Gas Thermal Electrical Division, TSECL, Rokhia, Sepahijala, Tripura. Pin: 799102.
Bid Validity	90 (Ninety days) from the last date of submission of Bid.

Deputy General Manager,
Gas Thermal Electrical Division
Rokhia, Sepahijala, Tripura



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TERMS & CONDITONS

1. The bidder must have carried out similar nature of services/supplies/works for the value of not less than Rs.50, 000.00 (Rupees fifty thousand) only during last 2 (two) financial years under any of Central/State Government Organizations OR PSUs. In support of which bidder must have to submit copy of supply order with successful completion certificate invariably.
2. Photo copy of PAN card.
3. **Photo copy of GST** registration certificate.
4. Copy of Trade License.
5. Period of completion: - **60 (Sixty) days** from the Commencement date mentioned in LOA.
6. The rate should be quoted in both in words and figures.
7. The bidder must quote their rates as per Basic price and GST separately and any other charges if applicable. The rate quoted shall be firm.
8. Executing office: - Sr. Manager, Gas Thermal Electrical-Store Sub Division, Rokhia.
9. The offer shall remain valid for 90(Ninety) days from the date of opening.
10. The payment will be processed on submission of bill in Triplicate after successful completion of the work duly certified by the officer in charge. No advance payment will be made in any circumstances.
11. The successful bidder shall have to sign on formal agreement and be required to furnish a contract performance guarantee@10% of the total contract price in the shape of demand draft in favor of Deputy General Manager, Gas Thermal Electrical Division, Rokhia payable at SBI Bishalgarh Branch within 07 (seven) days from the date of issue of LOA.
12. The NIT bid document shall be submitted in sealed envelope properly super scribing NIT No, Name of work and due date time of dropping.
13. Any bid received after time and date fixed for submission of bid shall be rejected. Bid received through post/courier after the fixed date and time will not be entertained.
14. The contract Performance Guarantee shall be forfeited if the bidder fails to execute the work successfully in scheduled period of completion.
15. Taxes & Duties as applicable shall be deducted at source as per norms.
16. In case of any dispute, the decision of the Tripura state Electricity Corporation Ltd. Authority shall be final and binding

21. ARBITRATION

21.1 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.

21.2 The arbitration shall be conducted by an arbitrator, to be nominated by TSECL and he will be the sole arbitrator to conduct the arbitration.



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21.3 The arbitration shall be conducted in accordance with the provisions of Arbitration & Reconciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be at Agartala.

21.4. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award.

21.5 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.

21.6. During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the contract.

22. The **NIT bid document** will be received in the office of the (1) Addl. General Manager, Generation Circle, Bidyut Bhavan, Banamalipur, Agartala **OR** (2) Office of the Dy. General Manager, GTED, Rokhia on or before **10-01-2020 up to 03 PM**. The quotation will be opened on 13-01-2020, at **03-30 PM**, if possible, in presence of the intending tenderers or their authorized representatives.

23. The bidding documents are not transferable.

Deputy General Manager,
Gas Thermal Electrical Division
Rokhia, Sepahijala, Tripura



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NOTES:

1. Though adequate care has been taken while preparing the Bidding Document, the Bidder shall satisfy itself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately at the address mentioned below. If no intimation is received from a Bidder, it shall be considered that the Bidding Document is complete in all respects.
2. Tripura State Electricity Corporation Limited (TSECL) reserves the right to modify, amend or supplement the Bidding Document.
3. The Bidding document has been prepared in good faith, neither TSECL nor their employees make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information provided under the Bidding Document, and shall incur no liability under any law, statute, rule or regulations as to the accuracy, reliability or completeness of the Bidding Document, even if any loss or damage is caused by any act or omission on their part.
4. **ADDRESS FOR COMMUNICATION:**

Deputy General Manager,
Gas Thermal Electrical Division,
Rokhia, Sepahijala, Tripura.
Pin: 799102.
Phone: 9436457379
E-mail: rkhgtps@gmail.com



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BIDDING DOCUMENT

INSTRUCTION TO BIDDER (ITB)

1.0 INTRODUCTION:

1.1 Tripura State Electricity Corporation Limited (TSECL), a Government of Tripura Enterprise is a Deemed Licensee who is responsible for Generation, Transmission and Distribution of Electricity in the state of Tripura. TSECL started operation with effect from 1st January 2005.

2.0 DEFINITIONS:

“**Affiliate**” means, with respect to a Bidder, any entry which directly or indirectly:

- (a) owns or controls such Bidder;
- (b) is owned or controlled by such Bidder or
- (c) is under common ownership or control with such Bidder.

“**Applicable Law**” means the substantive or procedural laws of India, whether now or hereafter in effect, including all legislations, acts, rules, regulations, notifications, laws, statutes, awards, orders, decrees, judgments, injunctions, ordinances, codes, requirements, permits, approvals, consents, licenses, instructions, directive and standards of any court, arbitrator, commission, government agency or authority, having the force of law.

“**Bid**” means and includes the Un-priced Techno-Commercial Bid, the Price Bid, all the Forms and any document submitted by the Bidder in its bid proposal in response to this ITB in accordance with the terms and conditions of the Bidding Document.

“**Bidder**” means a company submitting the Bid. Any reference to the Bidder includes its successors and permitted assigns as the context may require.

“**Bid Security**” means the Earnest Money to be deposited by the bidder in the shape of Demand Draft Payable in favour of Deputy General Manager, Gas Thermal Electrical Division, Rokhia payable at SBI, Bishalgarh Branch.

“**Company**” or “**Owner**” or “**TSECL**” shall have the meaning ascribed to it under Clause 1:1 of this ITB.

“**Contract Performance Bank Guarantees**” means the unconditional and irrevocable bank guarantees to be submitted by the successful bidder.

“**Contract Price**” means the lump sum price for furnishing Consultancy Services for preparing and finalizing the Asset valuation report complete pursuant to the Contract, as mentioned by any Bidder in its Bid under the heading Price Bid.

“**Successful Bidder/Agency**” means the Bidder selected pursuant to bidding process as per the Bidding Document.



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“**Site**” means the land over which the plants are constructed.

“**Plant**” means Rokhia Gas Thermal Power Station, located at Rokhia, Sepahijala District in the state Tripura.

3.0 SITE LOCATION AND BACK GROUND OF PLANTS:

3.1 Rokhia Gas Thermal Power Station:

Background: The Rokhia site is located in 35 KM away (south-west) from capital city Agartala, build up in 65 Acres of land under Boxanagar Block, Sepahijala district. The key surrounding features of Rokhia site are as below:-

NORTH: Gas Gathering Station, ONGCL.

SOUTH: Project Boundary.

EAST: Project Boundary & Road.

WEST: Project Boundary & Bangladesh Border around 5 KM away.

4.0 COST OF BIDDING:

4.1 All the cost and expenses incidental to preparation of the Bid, discussions and conferences, if any, including pre-award discussions with the Bidders, technical and other presentations including any demonstration, etc shall be to the account of the Bidder and TSECL shall bear no liability whatsoever on such costs and expenses regardless of the conduct or outcome of the Bid process.

5.0 BIDDING DOCUMENT:

5.1 The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Bidding Document. If the Bidder fails to furnish all information required in the Bidding Document or submits a Bid, which in the sole discretion of TSECL is not responsive to the Bidding document then such Bid may be liable for rejection.

5.2 The Bidder shall ensure that the contents of the Bidding document shall be kept confidential and shall be used only for the purpose of making the Bid.

6.0 LOCAL CONDITIONS:

6.1 It is imperative for each Bidder to fully inform itself of all local conditions, factors and applicable law that may have any effect on the performance of the services covered under the Bidding



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Document. The Owner shall not entertain any request for clarification from the Bidder regarding such conditions, factors and Applicable Law.

- 6.2 It is understood and agreed by Bidders that such conditions, factors and applicable law will have to be properly investigated and considered by the Bidder while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the Services within the provided timeframe. The owner shall assume no responsibility for any understanding or representations concerning conditions, factors and applicable law made by any of its officers or agents prior to issuance of Letter of award. No claim whatsoever in this regard, including those for financial adjustment to the contracts will be considered by the owner. The owner shall not permit any changes to the time schedule of the contracts or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution/performance of the contracts.
- 6.3 The Bidder shall be deemed prior to submitting its bid to have:
- made itself fully conversant with the requirement of the Owner requirement, Bidding Documents and other relevant information and satisfied themselves as to the nature and character of the services to be provided;
 - satisfied itself as to the nature of the services necessary for the provision of services;
 - obtained for itself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect the Contract Price and its obligation under the Contracts;

7.0 DOCUMENTS COMPRISING THE BID

7.1 FIRST SEALED ENVELOP: "UN-PRICED TECHNO-COMMERCIAL BID"

Bidder shall include following documents:-

- Copy of Trade License from any of Central/State Government Organizations OR PSUs.
- Bidders past experience certificate and documents.
- Photo copy of PAN card.
- Photo copy of GST registration certificate.**
- Bid proposal letter and signed bid documents.
- A declaration duly signed as per Annexure B



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g)

g) Cost of Bid documents :- An amount of **INR 2,00.00 (Rupees two hundred)** only in the shape of Demand Draft from any Nationalized Bank/Scheduled Bank of RBI, duly pledged in favor of Deputy General Manager, Gas Thermal Electrical Division, Rokhia payable at SBI, Bishalgarh Branch.

h) Earnest Money/Bid Security: An amount of **Rs 2,899.00 (Rupees two thousand eight hundred and ninety nine)only** in the shape of Demand Draft from any Nationalized Bank/Scheduled Bank of RBI, duly pledged in favor of Deputy General Manager, Gas Thermal Electrical Division, Rokhia payable at SBI, Bishalgarh Branch.

7.2 SECOND SEALED ENVELOP: “PRICED COMMERCIAL BID”

Bidder shall include following documents:-

a) Schedule of Prices shall be submitted in “ORIGINAL” in a separate sealed envelope duly signed and stamped on each page, super scribing on the sealed envelope “Priced Commercial Bid-Schedule of Prices”. In case of any correction, Bidder shall put its signature on stamp.

b) Bidders shall quote their prices strictly as per formats of Schedule of Prices.

c) **Price shall be quoted in Indian Rupee only.**

8.0 BIDDING DETAILS

8.1 Bids submitted by the bidder shall become the property of the Owner and the Owner shall have no obligation to return the same to bidder;

8.2 All pages of the Bid submitted must be initiated by the person authorized by the Bidder.

8.3 The Bidder has the option of sending the Bids by courier or registered post or submitting the Bids in person and shall ensure that the Bid shall reach to TSECL by the date and time stipulated under the NIB.

8.4 Submission of Bids by Fax/E-mail will not be accepted and Bids submitted by any of these modes shall be rejected.

8.5 TSECL reserves the right to reject any Bid which is not submitted according to the instructions stipulated above.



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9.0 DEADLINE FOR SUBMISSION OF BIDS

- 9.1 Bids must be received by the owner at the address specified in NIB not later than 15:00 hours on the prescribed date in the NIB.
- 9.2 Owner may, at its discretion, extend the deadline for submission of Bids in which case all rights and obligations of the Owner and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 9.3 Bids received after the date and time of submission as specified in NIB shall be rejected. Owner shall not consider any postal delay/courier.

10.0 VALIDITY OF BID

- 10.1 Bid shall remain valid for acceptance by the Owner for a period of 90 (Ninety) days from the date of submission of Bid. During this period the Bidder shall not be allowed to withdraw or amend its Bid.
- 10.2 The Contract Price quoted shall remain firm till expiry of the Contracts.

11.0 CONDITIONS FOR FORFEITURE OF BID SECURITY/EARNEST MONEY

- 11.1 The Bid is withdrawn during the Bid validity period or extension thereof.
- 11.2 The Bid is varied or modified in a manner not acceptable to Owner during the Bid validity period or extension thereof or after issue of Letter of Award by the Owner, but prior to signing of the Contracts or failure to the part of bidder to sign contract agreement.
- 11.3 The successful bidder is seeking modification to the agreed terms and conditions after issue of Letter of Award; or the successful bidder fails to furnish Contract Performance Guarantees within 15 (fifteen) days of issue of Letter of Award.

12.0 CLARIFICATION OF BIDS



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12.1 During Bid evaluation, TSECL may, at its discretion, ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the Contract Price or any substance of the Bid shall be sought, offered or permitted.

13.0 EVALUATION OF BIDS

The evaluation process comprises of the following two steps;

Step I – Responsiveness check; and

Step II – Bid evaluation.

13.1 The Bid submitted by the Bidder shall be scrutinized to establish “Responsiveness”. Each Bidder’s Bid shall be checked for compliance with the submission requirements set forth in this ITB.

Any of the following conditions shall cause the Bid to be “Non-responsive”:

- a) Bid not received by the due date and time;
- b) Bid having a conflict of interest;
- c) Non submission of Bid security/ Earnest money along with the Bid;
- d) Bids that are incomplete or which do not meet the requirements of the owner as per scope of service.

13.2 Bids shall be evaluated based on the information/documents furnished by the Bidder as part of the Bid. Hence bidders are advised to ensure that they submit complete, appropriate and relevant supporting documentation along with their Bid in the first instance itself. Bids not complying with the requirements of the owner as per the scope of service shall be liable for rejection.

13.3 Each figure stated shall also be repeated in words and in the event of a discrepancy between the amount stated in figures and words, the amount quoted in words shall be deemed to be the correct amount.

14.0 LETTER OF AWARD (LOA)

14.1 The Owner shall award the Contracts to the Successful Bidder whose Bid has been determined to be substantially responsive and acceptable to the Owner.

14.2 The Letter of Award and the Bidder’s acceptance of Letter of Award shall mean that the Contracts have been deemed to be concluded. The Letter of Award and acceptance of Letter of Award shall constitute a binding contract between the Successful bidder and the Owner. The contracts shall be deemed to have come into effect within 7 (seven) days from the date of Letter of Award.



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14.3 Upon the Successful Bidder furnishing the Contract Performance Guarantees, the Owner shall promptly notify each unsuccessful Bidder and shall return/discharge their Bid security/Earnest money.

14.4 The Successful Bidder in whose favour the Letter of Award will be issued by the Owner shall execute the consultancy Services Contract for preparing and finalizing the valuation of the asset of the plant.

14.5 Within 7 (seven) days of issuance of Letter of Award, the successful Bidder shall furnish to the Owner Contract Performance Guarantees in accordance with the terms of Contract for an amount equivalent to 10% (ten percent) of the total contract price. The Contract Performance Guarantee (CPG) shall be deposited in the form of Bank Guarantee from any Nationalized Bank as per the format of TSECL "Annexure A".

14.6 Any claim under the Contract Performance Bank Guarantees shall be payable at Agartala, Tripura India. The Contract Performance Bank Guarantees has to be stamped in accordance with applicable law.

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

15.1 The Owner reserves the right to accept or reject any or all Bids in part or full or cancel the Bidding process, at any time prior to issuance of Letter of Award, without assigning any reason and without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.

16.0 CORRUPT, FRAUDULENT, ETC. PRACTICES

16.1 The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bid process and subsequent to the issue of the Letter of Award. Notwithstanding anything to the contrary contained herein, or in the Letter of Award, the Owner may reject a Bid, withdraw the Letter of Award, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, etc.

17. LIQUIDATED DAMAGES:



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- a) Agency guarantees that the time for completion of services as mentioned in terms & condition above is firm and final for completion of service to be performed by Agency in this Contract. The Owner and the Agency agree that the actual damages and loss which Owner would incur as a result of Agency's failure to complete service within such time period would be impracticable and infeasible to determine and that the sum of 0.5% (half of one percent) of contract price per week is a reasonable and fair estimate of the damages and loss which Owner would suffer for each such week by which Agency is late in completing the said services.
- b) It is therefore accepted that in the event of such failure by Agency, Agency shall pay to the owner, as Liquidated Damages (and not as penalty) as sum of 0.5 % (half one percent) of the Contract Price for a delay of each week or part thereof subject to a ceiling of 5 % of the Contract Price.
- c) agency agrees that all sums payable by Agency to Owner as liquidated Damages pursuant to this clause may be deducted by owner from the price to be payable to Agency hereunder.
- d) Payment or deduction of Liquidated Damages shall in no way relieve the Agency from completing the services and discharging it's all other obligations under this Contract.

18. CONTRACT PRICE AND PRICE BASIS

- a) The owner shall, in consideration for the service, pay to the Agency, the lump sum final contract price comprising of the amounts as specified in the price schedule.
- b) Contract Price is full compensation to the agency, for faithful and satisfactory performance of all the services included in this Contract, compliance with all the terms and conditions of this Contract and for Agency's payment of all obligations incurred in, or applicable to the performance of the services. Contract Price shall be regulated and paid, as per accepted terms of payment.
- c) Contract Price shall remain fixed and firm and shall not be subject to any change whatsoever during the currency of the Contract.
- d) Contract Price shall include all Agency's cost (including cost of deliverables), expenses, overhead and profit for complete performance of the services.
- e) Contract Price shall be inclusive of boarding, lodging, local conveyance and other expenses for services personnel visiting TSECL officer or generating plants in connection with this Job.

19. PAYMENT

The payment to the Agency to whom the service is awarded 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 service including fulfilment by the Contractor of all his liabilities under the Contract.

20. TAXES, DUTIES & LEVIES.



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- a) The Contract price is inclusive of Service Tax and all other taxes, duties and levies as may be payable by the Agency, including but not limited to Sale Tax, VAT, Octroi, Turnover Tax, Income Tax etc., and the Owner shall have no liability whatsoever in this regard. Taxes shall be paid/reimbursed by Owner to Agency against documentary evidence of payment thereof.
- b) In the event that the Owner is required to pay the Income tax/ withholding tax applicable on performance of services provided the Owner shall deduct such taxes from the gross value of the Agency's invoice and remit the net amount taking into account such deductions. However, the Owner shall furnish a TDS certificate to this effect in favour of the Agency so as enable it to take the tax credit.
- c) The rate of all taxes, duties, levies etc payable shall be as prevalent on the last date of submission of bid. Any statutory variation (upward or downward) in these taxes, duties, etc within time for completion of service specified above shall be payable by the Owner. The Agency shall submit documentary evidence of above variation along with his invoice. Applicable income tax/ withholding tax shall be deducted while making payment and necessary certificate as per Applicable Law shall be issued in due course of time.

21. CONTRACT PERFORMANCE BANK GUARANTEE (CPG)

- a) The Agency shall, at the time of signing agreement provide to the owner an unconditional and irrevocable contract performance bank guarantee of an amount equivalent to 10% (ten percent) of the Contract Price for due performance of its obligations under this Contract, with an initial validity of up to 1 (one) year beyond the Term of the contract, a format of which is attached (Form of Contract Performance Bank Guarantee) ("Contract Performance bank Guarantee") at Annexure A.

22. INSURANCE

- a) It shall be responsibility of the Agency to maintain all necessary insurance coverage (including those for professional liability) to the extent both in time and amount to take care of all its liabilities either direct or indirect, in pursuance of the Job.
- b) Neither failure to comply nor full compliance with the insurance provisions of this contract shall limit or relieve the Agency of its liabilities and obligations under this Contract and in particular from the Agency's obligation to hold the Owner harmless in accordance with any indemnity provisions contained in this contract.
- c) Any deductibles or claims under recovery from the insurance providers shall be to the account of the Agency.

23. FORCE MAJEURE

- a) Force Majeure is herein defined as any cause which is beyond the reasonable control of the Agency or the Owner, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen, which could not have been prevented or overcome by the affected party through the exercise of reasonable skill or care, which does not result from the affected Party's negligence or the



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negligence of its agents, employees, and which substantially affects the performance of the obligations under this Contract (“Force majeure”), such as :

I. Natural Phenomena including but not limited to floods, droughts, earth quakes, epidemics, cyclone, lightning, storm, plague.

II. Legal strikes and legal lockouts and other generalized labour action occurring within India (excluding such events which are site specific and attributable to Agency)

III. Act terrorism or sabotage, act of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, and embargoes, in each case occurring inside India or directly involving India.

IV. Fire or explosion, except as may be attributable to the Agency;

V. An act of God.

VI. a) Any act, failure to act, restraint or regulation, of any Government Agency (excluding actions that constitute remedies or sanctions lawfully exercised as a result of breach by the affected Party of any Applicable Law which is not discriminatory in nature) provided, either party within seven (7) days from the occurrence of such a cause notify the other in writing of such causes.

b) Upon the occurrence of any circumstances of force Majeure Agency shall use all reasonable endeavours to continue to perform its obligations under the Contract and to minimize the adverse effects of such circumstances.

24. SETTLEMENT OF DISPUTES

a) The Parties hereto agree that any dispute or difference arising out of or in connection with this Contract shall, to the extent possible, be settled promptly and amicably between the Parties. Parties further agree to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such disputes.

25. JURISDICTION OF CONTRACT

The laws applicable to the Contact shall be the laws in force in India. The Courts of **Agartala** shall have exclusive jurisdiction in all matters arising under this Contract.

26. ARBITRATION:

All disputes or differences in respect of which the decision, if any, of the Owner has not become final or binding as aforesaid, shall be settled by arbitration, under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (the “Arbitration Act”) or any statutory modification, in the manner hereinafter provided. The venue of arbitration shall be Agartala, Tripura, India.



TRIPURA POWER GENERATION LIMITED
(A Govt. of Tripura Enterprises)

Deputy General Manager,
Gas Thermal Electrical Division
Rokhia, Sepahijala, Tripura

ANNEXURE-A

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

Ref.

Bank Guarantee No.

Date

To

Dy. General Manager
Gas Thermal Electrical Division
Rokhia, Sepahijala, Tripura.

Dear Sir,

In consideration of Tripura State Electricity Corporation Limited (herein after 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, resulting in a Contract bearing No.datedvalued 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 .(%) 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 the Contractor to the 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.



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

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

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

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

Notwithstanding anything contained herein above our liability under this guarantee is restricted toand it shall remain in force 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



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NOTES: This sum shall be ten per cent (10 %) of the Contact price.

PRICE SCHEDULE

Name of work: Maintenance of illumination system at Gas Thermal Power Station, Rokhia.

N.I.T. NO.: - DGM /GTED(R)/2019-20/08

Dated: - 20 /12/ 2020.

Sl No	Name of Material	Qty.	Unit	Rate/ Unit in Rs.	Amount in Rs.	GST Rate in %	GST amount in Rs.	Total amount in Rs.
1	Electronic Ballast 240V,50Hz,40 watt	30	Nos					
2	9 watt LED Bulb	50	Nos					
3	LED street light 20 watt	20	Nos					
4	Copper Ballast for 250 w HPSV Lamp	18	Nos					
5	HPSV lamp 250 W	18	Nos					
6	Ignitors for SV/MH lamp(LD) upto 30 Mtr	18	Nos					
			Total		Rs.		Rs.	Rs.

(Rupees.....)only

Signature of bidder



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ANNEXURE-B

DECLARATION

I / We hereby declare that I/We personally gone through the Bid-Documents all terms and conditions, Instruction & conditions of contract, incorporated in the Bidding Document for the Job.

I/We do agree to abide by all the conditions of the BID document and understand the job to be carried out faithfully and successfully.

(Signature of Bidder) _____

Place:- _____ (Printed name) _____

Date:- _____ (Designation) & Seal _____