



SECTION-I

TRIPURA STATE ELECTRICITY CORPORATION LIMITED (A Govt. Of Tripura Enterprise)

Name of Work:- Extension of HT line and construction of 1x100 KVA Sub-Station for providing service connection to Modified IRP including DTW at Laddhu chowmohani near the H/O Nikhil ch Shil Ward no-08 under Bodhjunnagar Electrical Sub-Division.

DNIT No. DGM/ED-JRN/2024-25/03

Dated – 06/01/2025

INTRODUCTION

This is a deposit nature of work with the Assistant Engineer, DWS Sub-Division-III, Kunjaban, Agartala Tripura(W). Estimated cost of Rs. 7,89,073.00 (Rupees Seven lac eighty nine thousand & seventy three) only for the above mentioned work has been deposited to **A/c of Dy.General Manager, Electrical Division Jirania**, TSECL vide GMR No. 38969, Dated 25.06.2024. Before taking up the work, DNIT has been prepared for approval before wide tendering.

SCOPE OF WORK

Scope of work covered under this package includes, supply of petty materials, storage, insurance, handling, laying, testing, Erection & construction of Structural Steel & other hardware necessary as per Bidding Schedule and engineering requirements for total completion of the work under Ranirbazar Electrical Sub-Division.

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

1. Bidding Document last date of selling :- 27.02.2025 (upto 1 Pm)
2. Bid Received last date and time :- 27.02.2025 (upto 1 Pm) if possible
3. Bid opening date and time :- 28.02.2025 (upto 1 Pm) if possible
4. Cost of Bidding document :- 1000.00 (cost of bid should be deposit in Demand Draft in favouring of the Dy. General Manager, ED -Jirania, TSECL).
5. Estimated Cost :- **Rs 3,39,715.00**
6. Bid Guarantee (EMD to be deposited With the Bid document) :- **Rs 6,794.00**
7. Dropping places :- Office of the Deputy General Manager Jirania Electrical Division.
8. Completion Period :- 02 (two) Months

2.0 QUALIFYING REQUIREMENTS FOR BIDDERS

To be qualified to bid for the package, the bidder shall have to meet the following minimum criteria:

2.1 The bidder must have done construction and commissioning work of 11KV line or above voltage and the bidder also must have the experience of same nature of work given in this tender in a single award on turnkey/partial turnkey basis during last 7 (seven) years which must be in satisfactory operation for at least 1 (one) year from last date of submission of present bid as per NIT. Performance certificate from reputed Indian Power Utility not below the rank of Executive Engineer / Deputy General Manager / Divisional Engineer or equivalent to be submitted along with technical bid. Experience as Sub contractor will not be considered in this case.

2.2 Bids may be submitted by an individual firm (proprietorship entity) with relevant experience or registered partnership firm or companies registered under companies act or joint ventures of registered firms/companies/ proprietorship entity with two constituents only as one of the following.

2.3. A single firm of proprietorship entity or registered partnership firms or companies registered under Companies Act, which meets anyone or both the requirements, indicated in Para 2.1 and 2.2 (Mandatory).

2.4. A joint venture of two registered firms/companies/ proprietorship entity, wherein each registered firm/company/ proprietorship entity shall meet any one or both the requirements of Para 2.1 & 2.2 above.

2.5. The figures of average annual turnovers for each registered firm/company/ proprietorship entity shall be added together to determine the bidder's compliance with the minimum average annual turnover requirement for the package as given at Para **2.2 above**.

2.6. In case of joint ventures any of the registered firms/companies/ proprietorship entities shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract including receipt of payment shall be done exclusively through him. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.

2.7 All partners of Joint Venture shall be **liable jointly and individually / severally** for the execution of the contract in accordance with the contract terms. A copy of the agreement of joint venture partners having such provision shall be submitted with the bid.

2.8 Notwithstanding anything contained herein above, TSECL reserves the right to assess the “capacity and capability” of the bidder to execute the work.

2.9 In addition to the mandatory requirements as specified in Para 2.1 & 2.2 (mandatory), the following criteria must need to be fulfilled for the Bidder/Lead Partner for this package.

2.10 The bidder shall furnish documentary evidence in support of qualifying requirement stipulated above.

2.11 The bidder's offer must include the following documents as to make sustainable the qualifying requirement such as:

- i. Successful **completion certificate** issued by an Engineer not below rank of Executive Engineer/Dy. General Manager in charge
- ii. Photocopy of **PAN card** issued by Income tax Dept., Govt. of India of bidder / all partners of joint venture.
- iii. Photocopy of Valid **Labour license** issued by Licensing Officer, Govt. of Tripura
- iv. Photocopy of Valid **Electrical License** issued by Tripura Electrical Licensing Board
- v. **Experience certificate** indicating same nature of work issued by an Engineer not below rank of Executive Engineer/Dy. General Manager in charge.
- vi. Photocopy of Valid **GST Registration** certificate.
- vii. Photocopy of valid professional tax clearance certificate.
- viii. The minimum average annual turnover of the bidder for the last three years (i.e 2021-22, 2022-23 & 2023-24) shall be not less than 30% of the estimated cost put to tender.
- ix. Copy of EPF registration certificate & labour license certificate is to be submitted as per rule (last year return and payment details will be required).

2.12 Photocopies of all documents furnished shall be self-authenticated.

2.13 TSECL reserves the right to check the originals, if required.

3.0

The Bid Document complete with **general condition of contract, technical specification, schedule of quantities & drawings of equipment foundation & bill of materials for equipment support structures** etc. may be seen in the office of the Deputy General Manager, Jirania Electrical Division on all working days during office hours up to the date fixed for sale of bid documents.

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

5.0 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.

6.0 Tender will be received only at **Office of the Concern Deputy General Manager, ED-Jirania, TSECL**, up to 2.00 pm. The pre-qualification bid and technical Bid shall be opened at 3.00 pm on the stipulated time if possible; otherwise the pre-qualification shall be opened on the next working day. Only the successful bidders in pre-qualification and technical bid segment shall be allowed for their commercial bid offer. Tender without earnest money (to be deposited in the form of, Bank Draft on any nationalized / schedule Bank payable at Agartala) shall be liable for rejection. No tender submitted or received through post after the fixed date and time will be entertained.

(In case the above scheduled last date for receiving of tender against any N.I.T. is declared holiday by the State Government tender(s) in response to the said N.I.T. will be received up to 2.00 pm on the next working day keeping other clauses of N.I.T. Unchanged)

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

8.0 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.

9.0 Tender form can be downloaded from the website **www.tsecl** and the cost of the tender form shall be as in 1.0 of this section which shall be deposited in the form of Demand Draft on any Nationalized/Scheduled bank payable at Agartala in favour of the Deputy General Manager, Jirania Electrical Division, Tripura.

10.0 The downloaded tender document in undamaged condition shall be signed by the tenderer/ bidder on all pages and will be enclosed with the commercial bid. All corrections to rates and items in the tender should be initialled by the tenderer/bidder. Every pages of the rate schedule be signed in full by the tenderer/bidder. The bidders/tenderers must quote their rates in the prescribed price bidding schedule in the bidding document.

11.0 Canvassing in connection with tenders / uncalled for remarks by the tenderer will lead the tender to summarily reject.

12.0 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.

13.0 The bidding documents are not transferable and cost of bidding document is not refundable under any circumstances.

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

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

15.0 The bidder shall be required to deposit **earnest money/Bid Guarantee** amounting **Rs 6,794.00 (Rupees Six thousandseven hundred ninety four) only** in the shape of **demand draft or D-Call** favouring **Dy. General Manager, ED -JRN, TSECL**, on any schedule Bank payable at Agartala, West Tripura along with the bid in a separate sealed envelope.

The successful bidder shall be required to furnish a **Contract Performance Guaranty @ 10% of the total contract price in the shape of Demand Draft or D-Call favouring Dy. General Manager, JRN ED, TSECL on any schedule Bank payable** at Agartala, West Tripura or in the shape of Bank guarantee favouring Dy. General Manager, JRN ED, TSECL, Agartala on any Public Sector / Schedule Indian Bank on award of the contractor 50% of Contract Performance Guarantee in the shape of BANK Guarantee as per normal format and the balance 50% amount will be deducted from running bills on pro data basis or minimum 10% of balance amount whichever is higher from each bill till full realization of Contract Performance Guarantee.**EMD deposited during bid will be merged / adjustable with eligible Contract Performance Guarantee.**

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

The bidding documents are not transferable and cost of bidding document is not refundable under any circumstances..

16.0. The original Bidding document shall be signed by the bidder(s) on all pages and will be enclosed with the **COMMERCIAL / PRICE** bidding schedule. All corrections to rates and items in the Bid(s) should be initialled by the Bidder(s). Every Page of the **Schedule Price Bidding** shall be signed in full by the Bidder(s).

17.0 **The Bidder(s) shall have to give a DECLARATION that he/they have gone through the details of the Bidding Document(s) as per format appended with the Bidding Document.**

18.0 **Address for Communication / Purchase of Bid Document.**

**Deputy General Manager,
Jirania Electrical Division,
Tripura State Electricity Corporation Limited,
West Tripura District.**

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.

2. COST OF BIDDING

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

3. THE BIDDING DOCUMENT

3.1. CONTENTS OF BIDDING DOCUMENTS

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

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

- a. **Instructions to Bidders**
- b. **General Conditions of Contract**
- c. **Price Schedules.**

5. 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.

6. CLARIFICATIONS ON BIDDING DOCUMENTS

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

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

8. PREPARATION OF BIDS

8.1. 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.

9. LOCAL CONDITIONS

9.1. 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.

9.2. 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.

10. DOCUMENTS COMPRISING THE BID

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

Part-I: Bid Guarantee

Containing Cost **of Bid in case of download** & Bid earnest money as per the stipulations of the Bid Documents in a separate sealed envelopes along with following as pre qualification (PRE BID) in a separate sealed envelopes.

- i. Successful **completion certificate** issued by an Engineer not below rank of Executive Engineer/Dy. General Manager in charge
- ii. Photocopy of **PAN card** issued by Income tax Dept., Govt. of India of bidder / all partners of joint venture.
- iii. Photocopy of Valid **Labour license** issued by Licensing Officer, Govt. of Tripura
- iv. Photocopy of Valid **Electrical License** issued by Tripura Electrical Licensing Board
- v. **Experience certificate** indicating same nature of work issued by an Engineer not below rank of Executive Engineer/Dy. General Manager in charge
- vi. Photocopy of Valid **GST Registration** certificate
- vii. Photocopy of valid professional tax clearance certificate.
- viii. The minimum average annual turnover of the bidder for the last three years (i.e 2021-22, 2022-23 & 2023-24) shall be not less than 30% of the estimated cost put to tender.
- ix. Copy of EPF registration certificate & labour license certificate is to be submitted as per rule (last year return and payment details will be required).

Part-II: Price Bid

- I. The price schedule as per the format indicated in the Bid Price Schedule. The price should be quoted both in figures and words. Rate should be quoted including GST.
- II. The price should be quoted in the schedule given in the bid document purchased from the owner rate should be quoted in Rs. in amount and also quote total amount.
- III. The bid document duly signed by the contractor or persons authorized by the bidder in all pages shall be attached with this part. This will form a part of the agreement with the successful bidder.

11. ALTERNATE PROPOSALS

Based on their experience, capabilities, patented research, and development work etc., the bidder may, in addition to a base proposal, offer alternate proposal(s), for reason of economy or better performance. But in all such case, the base proposal shall be strictly in line with the requirements as stipulated in the Bidding Documents and only such base proposal shall be considered for the purpose of evaluation of the proposals. Should the Bid by the successful Bidder contain such alternate proposal then the Owner, at his discretion, may accept the same at the time of award of Contract.

12. PRICE BASIS AND PAYMENTS

12.1 The bidders shall quote in their proposal price for the entire Scope of Work covered under the Technical Specification as required in the Bid Proposal Sheets on a base price plus adjustment basis as per clause 33.1 & 2 of section – III.

12.2. All price components shall not be subjected to any adjustment, whatsoever, during the execution of the contract other than the price adjustment quoted at the time of tender.

12.3 Bidder shall indicate Bid prices in Indian Rupees only.

13. TAXES AND DUTIES

13.1. All custom duties, excise duties, sales taxes, service charge and other levies payable by the bidders in respect of the transactions between the bidder and their vendors/sub-suppliers while procuring any components, sub-assemblies, raw materials and equipment shall be included in the bid price and no claim on this behalf shall be entertained by TSECL. The bid price shall also be inclusive of excise duty and central/ local sales tax and other levies in respect of the transactions solely between TSECL and the bidder under the Contract. The local sale tax as applicable shall be clearly indicated.

13.2. Concessional Sales Tax declaration forms, as admissible, shall be issued to the Contractor, on request, for all items (as identified in the price schedule of the Bid) to be supplied directly by the Contractor as well as for the items to be supplied by the Sub-suppliers as sale-in-transit.

13.3. Sales Tax on goods incorporated in the Works:

The bidder shall include the Sales Tax on Works Contract, Turnover Tax or any other similar taxes under the Sales Tax Act, as applicable in their quoted bid price and TSECL shall not bear any liability on this account. TSECL shall, however, deduct such taxes at source as per rule and issue TDS Certificate to the Contractor.

14. 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.

14.1. Service tax, as applicable on services rendered shall be responsibility of the bidder. TSECL shall not bear any liability on this account.

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

16. BID GUARANTEE

16.1 The Bidder shall furnish, as part of its Bid, earnest money for an amount as specified in the Notice Inviting Tender (NIT) in the shape of **demand draft / D-Call** in favoring **Tripura State Electricity Corporation Limited** on any schedule Bank payable at Agartala, West Tripura.

16.2 The earnest money is required to protect TSECL against the risk of Bidder's conduct, which would warrant the earnest money forfeiture pursuant to Para 18.7.

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

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

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

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

16.7 The earnest money shall be forfeited -

I. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the bid form;
or

II. In case of a successful Bidder fails:

i) to sign the contract; or ii) to furnish the performance guarantee.

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

17. PERIOD OF VALIDITY OF BIDS

17.1 Bids shall remain valid for 3 (three) calendar months after the date of bid opening prescribed by TSECL, unless otherwise specified in this document. A Bid valid for a shorter period shall be rejected by TSECL as non-responsive.

17.2 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 phone or fax). The Earnest money provided under clause 5.0 of Section – I shall also be retained upto the extended period. No interest shall be payable by TSECL for retaining the earnest money upto the extended period. A Bidder may refuse the request without forfeiting the earnest money deposited by him. A Bidder granting the request shall not be required or permitted to modify his Bid.

SUBMISSION OF BIDS

18. FORMAT OF BID

18.1 The Bidder shall prepare ONE copies of the Bid, clearly marking the "Original Bid"

18.2 The "original" and "copy of bid" shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized by the bidder to sign the bidding document. The letter of authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.

18.3 The Bid shall be submitted in two parts as described in clause No. 8 of Section – II.

18.4 The bid shall contain the bid document purchased from the owner duly signed by the Bidder or persons authorized by the bidder in all pages which will form a part of agreement with the successful bidder.

18.5 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

19. SIGNATURE OF BIDS

19.1 The Bid must contain the name, residence and place of business of the person or persons making the Bid and shall be signed and sealed by the Bidder with his usual signature. The names of all persons signing shall also be typed or printed below the signature.

19.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).

19.3 Bids by Corporation / Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorized to Bid on behalf of such Corporation / Company in the matter.

19.4 **A Bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent', or other designation without disclosing his principal shall be rejected.**

19.5 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.

19.6 The Bidder's name stated on the proposal shall be exact legal name of the firm.

19.7 Bids not conforming to all the above requirements of Para 20 above may be disqualified.

20. SEALING AND MARKING OF BIDS

20.1 The Bidders shall seal the "original" in an inner and an outer envelope, duly marking the envelopes as "Original"

20.2 The inner and outer envelopes shall be:

- a) Addressed to TSECL at the following address:
**The Deputy General Manager
Jirania Electrical Division,
Jirania, West Tripura.**

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

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

20.3 If the outer envelope is not sealed and marked as required by para 22.2 (b), TSECL shall assume no responsibility for the Bid's misplacement or premature opening.

20.4 The earnest money must be submitted in a separate sealed envelope.

AWARD OF CONTRACT

21. AWARD CRITERIA

21.1 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.

21.2 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.

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

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

23. NOTIFICATION OF AWARD

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

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

23.3 Upon the successful Bidder's furnishing of Contract Performance Guarantee pursuant to Clause 8.0 of section – I. TSECL shall promptly notify each unsuccessful Bidder and will discharge its bid guarantee, pursuant to Clause 18 (Section – II).

24. SIGNING OF CONTRACT

24.1 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.

24.2 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.

25. CONTRACT PERFORMANCE GUARANTEE

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

SECTION-III
GENERAL TERMS & CONDITIONS OF CONTRACT

A. INTRODUCTION

1.0 DEFINITION OF TERMS

1.1 **'The Contract'** means the agreement entered into between Tripura State Electricity Corporation Limited and Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.2 **'Owner'** shall mean **TRIPURA STATE ELECTRICITY CORPORATION LIMITED (TSECL)** and shall include their legal representatives, successors and assigns.

1.3 **'Contractor'** or **'Manufacturer'** shall mean the Bidder whose bid shall be accepted by TSECL for award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.

1.4 **'Sub-contractor'** shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the owner's Engineer in charge of the work and shall include the legal representatives, successors and permitted assigns of such person.

1.5 **'Consulting Engineer'/'Consultant'** shall mean any firm or person duly appointed as such from time to time by TSECL ..

1.6 The terms **'Equipment', 'Stores' and 'Materials'** shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.

1.7 **'Works'** shall mean and include the furnishing of equipment, labour and services, as per the Specifications and complete erection, testing and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site (work 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 Directed’, ‘Determined by’, ‘Accepted’, ‘Permitted’, or words and phrases of like importance are used, the approval, judgment, direction etc. is understood to be a function of TSECL.
- 1.20 **“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 startup period shall include preliminary inspection and checkout of equipment and supporting sub-system, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut down, inspection and adjustment prior to the trial operation period.
- 1.22 **“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 owner’s 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 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.

3.0 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.

4.0 MANNER OF EXECUTION OF CONTRACT

4.1 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.

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

4.3 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.

4.4 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.

5.0 ENFORCEMENT OF TERMS

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

6.0 COMPLETION OF CONTRACT

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

7.0 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.

8.0 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

9.0 CONTRACT PERFORMANCE GUARANTEE

The Contractor shall furnish contract performance guarantee as specified in clause 7.0 of Section - I for the proper fulfillment of the Contract. Within fifteen (15) days of "Notice of Award of Contract."

10.0 INSURANCE

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.

11.0 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

12.0 PAYMENT

12.1 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. Payment will be made on completion of all Works and on completion of warranty / guaranty period including fulfilment by the Contractor of all his liabilities under the Contract.

12.2 Currency of Payment

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

12.3 Due Dates for Payments

i) 100% payment will be released after completion of the work.

12.4 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's cheque.

13.0 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.

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

14.0 LIQUIDATED DAMAGES

14.1 For Equipment Portion & Erection portion

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

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

14.1.3 The liquidated damages for delay in complete the work in all respect and commissioning of all the equipments within the time fixed under the contract shall be 1% (one per cent) of the contract price of the whole work per week or part thereof.

14.1.4 The total amount of liquidated damages for delay under the Contract will be subject to a maximum of 10% of the Contract price

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.

15.0 FORCE MEASURE

15.1 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.

15.2 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 Performa attached at ANNEXURE –II.

16.0 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.

17.0 CONTRACTOR'S DEFAULT

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

there of as may be necessary, to the payment of the cost of executing the said part of the Work or of completing the Works as the case may be. If the cost of completing of Works or executing a part there of as a foresaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the Contractor shall have to pay if the completion of Works is delayed.

17.2 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.

18.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

18.1 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.

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

18.3 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

19.0 SETTLEMENT OF DISPUTES

19.1 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.

19.2 If any dispute or difference of any kind whatsoever shall arise between the owner's Engineer in charge of the work and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Additional General Manager of the concerned circle /General Manager as the case may be, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to both the parties.

19.3 In the event the Contractor being dissatisfied with any such decision, the matters in dispute shall be referred to arbitration as hereinafter provided.

20.0 ARBITRATION

20.1 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.

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

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

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

20.3 The arbitrator shall have full powers to review and/or revise any, decision, opinion, direction, certification or valuation of the Engineer in accordance with the Contract and neither party shall be limited in the proceedings before such arbitrators to the condense or arguments out before the Engineer for the purpose of obtaining the said decision.

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

21.0 RECONCILIATION OF ACCOUNTS

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

GUARANTEE & LIABILITIES

22.0 TIME – THE ESSENCE OF CONTRACT

- 1.1. 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.
- 1.2. 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
- 1.3. 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.
- 1.4. 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.
- 1.5. 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.
- 1.6. 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.
- 1.7. **GUARANTEE:-** The Contractor shall warrant that the equipment shall be new, unused and in accordance with the contract documents and free from defects in material and workmanship for a period of **twelve (12) calendar months commencing immediately upon the satisfactory commissioning**. The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his sub-contractors under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in the meantime essential in the commercial use of the equipment. Such replaced/defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by owner's Engineer in charge (**Deputy General Manager / Senior Manager**) of the work when the equipment is under the supervision of the Contractor's supervisory engineer.
- 1.8. In the event of any emergency, where in the judgment of the owner's Engineer in Charge of work, delay would cause serious loss or damages, repairs or adjustment may be made by him or a third party chosen by him without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the **Deputy General Manager / Senior Manager** in Charge of work, the Contractor shall be

notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.

- 1.9. If it becomes necessary for the Contractor to replace or renew any defective portions of the Works, the provision of this clause shall apply to portion of the Works so replaced or renewed until the **expiry of Twelve (12) months** from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the **Deputy General Manager / Senior Manager** in Charge of work may proceed to do the work at the Contractor's risk and cost, but without prejudice to any other rights which TSECL may have against the Contractor in respect of such defects.
- 1.10. The repaired or new parts shall be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost of such repairs.
- 1.11. The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Contractor shall be borne by the Contractor.
- 1.12. The acceptance of the equipment by the **Deputy General Manager / Senior Manager in Charge of work** shall in no way relieve the Contractor of his obligation under this clause.
- 1.13. In the case of those defective parts, which are not repairable at site but are essential for the commercial operation of the equipment, the Contractor and the Owner's Engineer in Charge of work shall mutually agree to a programme of replacement or renewal, which shall minimize interruption to the maximum extent in the operation of the equipment.
- 1.14. At the end of the guarantee period, the Contractor's liability ceases except for latent defects. For latent defects, the Contractor's liability as mentioned in clause nos. 14.1 through 14.7 above shall remain till the end of 5 years from the date of commissioning.
- In respect of goods supplied by sub-contractors to the Contractor, where a longer guarantee (more than 12 months) is provided by such sub-contractor, TSECL shall be entitled to the benefits of such longer guarantee.
- 1.15. The provisions contained in this clause shall not be applicable:
- a) If TSECL has not used the equipment according to the generally approved industrial practice and in accordance with the conditions of operations specified and in accordance with operating manuals, if any.
 - b) In cases of normal wear and tear of the parts to be specifically mentioned by the Contractor in the offer.

23.0 EXTENSION OF TIME

1.1 TSECL may consider to **grant time extension** for completion of the work if it is felt absolutely essential on fulfilment of following conditions by the Contractor:-

- a) The contractor must apply to the Engineer-In-charge in writing for extension of time so required justifying the necessity.
 - b) Such application must state **the grounds** which hindered the contractor in the execution of the work within the time as stipulated in the contract document.
 - c) Such application must be made within 30 days of the date on which such hindrance had arisen.
 - d) The **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.
- 1.2 **The Engineer-In- Charge (Deputy General Manager)** will have full powers, but the orders on the application of the Contractor accepted by the Authorities higher than the Engineer-In-Charge shall be issued by him only after written approval from the concerned authority higher than Engineer-In-Charge.
- 1.3 The opinion of the **Engineer- in- charge (Deputy General Manager)**, whether the grounds shown for the 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 grant extension to time, the supplier/contractor cannot challenge.

SECTION-IV

ERECTION CONDITIONS OF CONTRACT

1.0 GENERAL

1.1 The following shall supplement the conditions already contained in the other parts of these specifications and document and shall govern the portion of work of this Contract to be performed at Site.

1.2 The Contractor upon signing of the Contract shall, in addition to a Project Coordinator, nominate another responsible officer as his representative at Site suitably designated for the purpose of overall responsibility and co-ordination of the works to be performed at Site. Such person shall function from the Site Office of the Contractor.

2.0 REGULATION OF LOCAL AUTHORITIES

2.1 The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field 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.

2.2 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 erection 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.

2.3 Comprehensive General Liability Insurance

2.3.1 This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Contractor, his agents his employees, his representatives and Sub-contractors or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor arising out of the Clause stipulated in the General Terms and Conditions of Contract.

2.3.2 The hazards to be covered will pertain to all the works and areas where the Contractor, his Sub-contractors, his agents and his employees have to perform work pursuant to the Contract.

2.4 The above are only illustrative list of insurance covers normally required and it shall be the responsibility of the Contractors to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

3.0 UNFAVOURABLE WORKING CONDITIONS

The Contractor shall confine all his field operations to those works which can be performed without subjecting the equipment and materials to adverse effects during inclement weather conditions, like monsoon, storms, etc. and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Works and with the concurrence of the site Engineer of TSECL. Such unfavorable construction conditions shall in no way relieve the Contractor of his responsibility to perform the Works as per the Schedule.

4.0 WORK & SAFETY REGULATIONS

4.1 The Contractor shall ensure proper safety of all the workmen, materials plant and equipment belonging to him or to owner or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and also by the site Engineer as he may deem necessary.

4.2 The Contractor shall notify well in advance to the site Engineer of his intention to bring to the Site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals, which may involve hazards. The site Engineer shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the Contractor shall strictly adhere to and comply with such instructions. The site Engineer shall have the right at his sole discretion to inspect any such container or such

construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No claim due to such prohibition shall be entertained by TSECL.

4.3 Further, any such decision of the site Engineer shall not, in any way, absolve the Contractor of his responsibilities and in case, use of such a container or entry thereof into the Site area is forbidden by the site Engineer, the Contractor shall use alternative methods with the approval of the Executive Engineer in charge of the work without any cost implication to TSECL or extension of work schedule.

4.4 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying-out such provision and/or storage in accordance with the rules and regulations laid down in the Petroleum Act 1934, Explosives Act, 1948, and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the site Engineer of TSECL. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Contractor shall be responsible for obtaining the same.

4.5 All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained by the Contractor in accordance with manufacturer's operation Manual and safety instructions and as per Guidelines/Rules of TSECL in this regard.

4.6 Periodical Examinations and all tests for all lifting/hoisting equipment & tackles shall be carried-out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and shall be promptly produced as and when desired by the site Engineer of TSECL or by the person authorized by TSECL.

4.7 The Contractor shall be fully responsible for the safe storage of his and his sub-contractor's radioactive sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material shall be taken by Contractor.

4.8 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by site Engineer of TSECL who shall also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.

4.9 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the Code of Practices/Rules framed under the Indian Explosives Act pertaining to handling, storage and use of explosives.

4.10 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings, etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality material only shall be used by the Contractor.

4.11 The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to TSECL or other contractors under any circumstances, whatsoever, unless expressly permitted in writing by site Engineer of TSECL to handle such fuses, wiring or electrical equipment.

4.12 Before the Contractor connects any electrical appliances to any plug or socket belonging to TSECL, he shall :

- a) Satisfy the Site Engineer of TSECL that the appliance is in good working condition :
- b) Inform the site Engineer of the maximum current rating, voltage and phases of the appliances;
- c) Obtain permission of the site Engineer detailing the sockets to which the appliances may be connected.

4.13 The site Engineer shall not grant permission to connect until he is satisfied that;

- a) The appliance is in good condition and is fitted with suitable plug;
- b) The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.

4.14 No electric cable in use by the Contractor/TSECL shall be disturbed without prior permission. No weight of any description shall be imposed on any cable and no ladder or similar equipment shall rest against or attached to it.

4.15 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the site Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment whether live or dead, suitable type and sufficient quantity of tools shall have to be provided by Contractor to electricians/workmen/officers.

4.16 The Contractors shall employ necessary number of qualified, full time electricians/Electrical Supervisors to maintain his temporary electrical installations.

4.17 In case any accident occurs during the construction/erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the site Engineer of TSECL and also to all the authorities envisaged under the applicable laws.

4.18 The site Engineer of TSECL shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove short-comings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Executive Engineer in charge of the work within 3 days of such stoppage of work and the decision of the Executive Engineer in charge of the work in this respect shall be conclusive and binding on the Contractor.

4.19 The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in Para 27.18 above and the period of such stoppage of work shall not be taken as an extension of time for completion of work and shall not be the ground for waiver of levy of liquidated damages.

4.20 It is mandatory for the Contractor to observe during the execution of the works, the requirements of safety rules which would generally include but not limited to the following :

Safety Rules:

- 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) Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.
- f) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
- g) The staircases and passageways shall be adequately lighted.
- h) The employees when working around moving machinery must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.
- i) The employees must use the standard protection equipment intended for each job. Each piece of equipment shall be inspected before and after it is used.
- j) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
- k) In cases or rock excavation blasting shall invariably be done through licensed blasters and other precautions during blasting and storage/transport of charge material shall be observed strictly.

4.21 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.

4.22 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.

5. **Documentstobesubmittedatthetimeofphysical deliveryatconsigneestores:**
ThefollowingdocumentstobesubmittedbytheVendorstotheConsignee Stores
atthetimeofphysicaldelivery:-
- a) CopyofPurchaseOrder.**
 - b) CopyofDespatchInstruction.**
 - c) InspectionTestCertificate.**
 - d) GuaranteeCertificate.**
 - e) ProformaInvoice.**
 - f) Calculation SheetforpriceVariationonthebasisofIEEMAorCACMAIas**
applicablewithbasedateof order.
 - g) Seallistandpackinglist.**
 - h) Challanintriplicate.**
 - i) Waybill, ifapplicable.**

SECTION-V

Special Instructions to Bidder(s)

- i) The Bidder(s), before submitting of Bid(s), are advised to invariably visit the site of the work and satisfy himself/themselves about physical volume of works to be carried out, acquaint him / themselves with the environment, take into consideration details of all **minor & major Technical requirements so as to** ensure successful completion of the work with ease & comfort on award.
- ii) The Contractor shall be fully responsible for total commissioning of all **Equipment & associated controls** as per standard & requirement of the owner. The Contractor shall give due importance to each & every details of the work. He shall be liable to take care of and arrange for even any petty but integral component (**not considered in the scope of the work**) for total completion of the work.
- iii) The work shall be carried out as per direction of the Engineer in charge following guide line and specification of the Agreement.
- iv) The validity of the offer shall be 90 days from the date of submission of offer.
- v) The rate should be inclusive of GST, no other tax shall be paid extra.
- vi) Every page of Tender is to be signed by the contractor.
- vii) Materials to be supplied as per TSECL Specification, as per direction of Engineer-In-Charge.

MAKERS LIST OF MATERIALS

Sl. No.	Items	Manufacturer
1.	Power Transformer	BHEL / ALSTOM / CGL / Siemens / Bharat Bijlee / ABB / Transformers & Rectifiers (India) Ltd./ Volt Amp / Prolec GE.
2.	132 KV SF ₆ Breaker	Alstom / CGL / Siemens / ABB / BHEL
3.	33 KV SF ₆ Breaker	CGL / ABB / Schneider
4.	132 KV Isolator	Siemens / ABB / CGL / Alstom / Hivelm / M/s Raychem RPG Pvt. Ltd., / GR Power / Project Electricals (PEI)
5.	33 KV Isolator	Switchgear & Control Pvt. Ltd. / JK Electricals / Bharat Electrical Industries / Hivelm / Project Electricals (PEI) / Siemens / GR Power / Electrolities (Power) Pvt. Ltd.
6.	132 KV CT	Alstom / CGL / Siemens / ABB / Vidyut Control System Pvt. Ltd.
7.	33 KV CT	Vidyut Control System Pvt. Ltd. / Switchgear & Control Pvt. Ltd. / Schneider / CGL / ABB
8.	132 KV PT	Alstom / CGL / Siemens / ABB
9.	33 KV PT	Vidyut Control System Pvt. Ltd. / Switchgear & Control Pvt. Ltd. / Schneider / CGL / ABB
10.	LA	Alstom / CGL / Oblum / Raychem RPG / Lamco Ltd.
11.	CVT	Alstom / CGL / BHEL / ABB / Siemens

Sl. No.	Items	Manufacturer
12.	Hardware Fittings / Clamps, Connectors etc	EMI / Rashtraudyog Ltd. / Electromech&Transtech / EMC LTD / IAC / Klemmen / Megha / IPS / TLP / TM POWER.
13.	Power cable	Havells / Polycab / KEI / Gloster / Torrent / GEMSCAB / CCI
14.	Control Cable	Havells / Polycab / KEI / Gloster / Torrent / GEMSCAB / CCI
15.	Relay & Control Panel	Siemens / ABB / ALSTOM / L & T / Schneider Electric / PASCAL SWITCHGEAR / AMARARAJA
16.	Nuts & Bolts and other hardwares	Reputed manufacturer having credentials of supplying to different Central / State power utilities.
17.	Relays	SIEMENS / ABB / GE ALSTOM
18.	11 KV VCB	Crompton Greaves / Siemens / ABB / L & T / PASCAL
19.	Energy Meter	L & T (ER 300P)
20.	Battery & Battery Charger	Exide / Amara Raja / Chabbi Electricals Pvt. Ltd. / Caldyne
21.	Oil Filter Plant	John Fowler (NIRMAL BRAND) / CEE DEE Vacuum / AR ENGINEERING.
22.	Sub-Station Lighting Equipments	Philips / Havells / CGL / Bajaj.
23.	Marshaling Kiosk / box, Junction box.	Electro Allied Products / VikasEngg. Associates / Bose Corporation / Control & Switchgear / Maktel.
24.	Structural Steel	Re-rollers shall purchase Billets from SAIL / TISCO / RINL / ISCO / VIZAG / Other reputed manufacturer having credentials of supplying to different Central / State power utilities.
25.	Nuts & bolts and other hardwares	Reputed manufacturer having credentials of supplying to different Central / State power utilities.
26.	ACSR PANTHER conductor of size 30/7/3.0 mm	APAR Industries / Saravathi Conductor / Sterlite Industries / Smita Conductor / Cabcon India Pvt. Ltd./ Lumino Industries Ltd / Reputed manufacturer having credentials of supplying to different Central / State power utilities.
27.	7/3.15 mm galvanized Steel Stranded Wire of Gr. – III conforming to ISS: 2141 of 1979 of as amended latest	Reputed manufacturer having credentials of supplying to different Central / State power utilities.
28.	Hardware fittings	EMI / Rashtraudyog Ltd. / Electromech&Transtech / EMC LTD / IAC / Klemmen / Megha / IPS / TLP

Sl. No.	Items	Manufacturer
29.	Disc Insulator (11 KV Disc Insulator of size 255 mm X 145 mm Ball & Socket type EMS 120 KN)	Aditya Birla Insulators Ltd. / BHEL / IEC / WSI / Reputed manufacturer having credentials of supplying to different Central / State power utilities.
30.	40 mm dia G.I. Pipe	TATA / BANSAL / BMW / JINDAL.

All materials should be embossed/engraved with **TSECL-IPDS** for identification.

Section VI

TERMS & CONDITIONS

1. The bidder must provide
 - a. Successful completion certificate issued by an Engineer not below rank of Executive Engineer/Dy. General Manager in charge.
 - b. Photocopy of PAN card issued by Income tax Dept., Govt. of India of bidder / all partners of joint venture.
 - c. Photocopy of Valid Labour license issued by Licensing Officer, Govt. of Tripura.
 - d. Photocopy of Valid Electrical License issued by Tripura Electrical Licensing Board .
 - e. Experience certificate indicating same nature of work issued by an Engineer not below rank of Executive Engineer/Dy. General Manager in charge.
 - f. Photocopy of Valid GST Registration certificate.
 - g. The bidder shall be required to deposit **earnest money /Bid Grantee of Rs 6,794.00 (Rupees Six thousand seven hundred &ninety four) only** in the shape of **demand draft or D-Call** favouring **Dy. General Manager, ED -JRN, TSECL**, on any schedule Bank payable at Agartala, West Tripura along with the bid in a separate sealed envelope .**Cost of Bid in case of download** in a separate sealed envelope in the shape of **demand draft** favouring **Dy. General Manager, ED -JRN, TSECL**.

Photocopies of all documents furnished shall be self-authenticated.

2. The bidder must have successfully executed at least supply, erection, commissioning of at least 1.0Km of HT & 1X500 KVA Substation which must be in satisfactory operation for one and half years as on the date of bid opening.

3. The Bidding document shall be signed by the bidder(s) on all pages. The Bidder(s) should initial all corrections to rates and items in the Bid(s). The Bidder(s) shall also sign every page of the Schedule Price Bidding in full..

4. Bids shall remain valid for 3(month) calendar months from the last due date of bid. A bid valid for a shorter period shall be rejected by TSECL as non-responsive.

5. The bidder should submit bid in sealed envelope inscribing name of work along with Restricted NIT Number on the top. Each bidder should enclose earnest money as specified in the shape of Demand Draft, failing which bid shall be rejected summarily.

6. Bidders should quote rate(s) inclusive of GST. **No Taxes & Duties will be paid extra.**

7. The bidders should drop their bids in the office of the Dy. General Manager Electrical Division, Jirania, Tripura (W).
8. TSECL will not be liable for any delay by post / courier in receiving any bid for the work. Bids received within the schedule date & time shall only be considered.
9. The rates shall be valid for 1(one) year from the date of acceptance. If necessary, it may extend for further period at same rate(s), terms & conditions as may be decided by the authority.
10. TSECL reserves the right to reject or accept any bid without assigning any reasons.
11. TSECL reserves the right to accept rate of two or more bidders in line with the terms and conditions specified. TSECL shall accept the rates of the Bidder(s) whose bid has been determined to be substantially responsive and has been determined as technically acceptable.
12. The successful bidder(s) will have to execute the work as per Technical Specification and General Condition of TSECL. Separate order will be placed time-to-time as per accepted rates and Terms & Conditions.
13. General condition of contract and other related information etc. may be seen at the Technical Section of Electrical Sub Division, Khumulwng, Tripura (W) .on all working days during office hours up to the date fixed for providing of Tender form.
14. The agency shall be penalized for negligence in performance / delay in executing job. Unsatisfactory performance / delay in executing job by the agency shall be liable for the contract performance guaranty money to be forfeited.
15. Taxes as applicable shall be deducted from bill of the agency as per standing order of the Government
16. The Bidder(s) shall have to give a DECLARATION that he/they have gone through the details of the Bidding Document(s) as per format appended with the Bidding Document.
17. Notwithstanding anything contained herein above, TSECL reserve the right to assess the “capacity and capability” of the bidder to execute the work.

Dy. General Manager
Electrical Division Ranirbazar
Ranirbazar, West Tripura

ANNEXURE – I
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 hindrance s is likely to last	Extension of time applied for by the contracto r	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:

Signature of CMD

Annexure-II

**(Non Judicial Stamp of Rs.30/-)
BEFORE THE NOTARY PUBLIC
_____ : TRIPURA**

INDIMNITY BOND

THIS INDEMNITY BOND IS EXECUTED ON THE _____ DAY OF _____ 2008 A.D. BY SRI _____, S/O Shri/Late _____, Vill _____ P.S _____, District _____, aged about _____ years, a citizen of India (Here-in-after called the Contractor indemnifier) in favour of the Tripura State Electricity Corporation Ltd. (TSECL) (Here-in-after called the Corporation) under the terms and conditions here-in-after mentioned:-

WHEREAS, I am a class _____ Government Contractor and the Corporation awarded me to execute the work namely _____

I agree to indemnify the Corporation that in the event of any accident of any workman, arising out of and in course of employment, during execution of the work I shall be liable to pay full compensation to the workmen employed by me for execution of the work.

I also agree to indemnify and save harmless the corporation that the lives & bodies of any workman(s), employed by me for execution of this work, are duly insured with the _____ Insurance Company _____ Branch under _____ Act/Scheme.

I further agree to indemnify and save harmless the corporation or any of its Director(s) or Officer(s) or Manager(s) shall not be made liable to pay any compensation to any workman in the event of death of bodily injured, arising out of & in course of employment under me, employed by me for execution of the work namely _____.

IN WITNESS WHERE OF I SIGNE THIS INDEMNITY BOND TODAY, THE DAY, MONTH, YEAR FIRST ABOVE WRITTEN IN PRESENCE OF FOLLOWING WITNESS.

Witnesses:- _____

1.
Full Signature of Contractor
(INDEMNIFIER)
- 2.

Identified by me

Advocate

Annexure-III

DECLARATION

I / We hereby declare that I/we have personally gone through the Bid- Document containing General terms and conditions, Other Instructions etc. incorporated in the Bidding Document for the works /supply and I/we do agree to abide by all the rules and regulations of TSECL, Agartala, Tripura.

Signature of Bidder