



DRAFT NOTICE INVITING TENDER

NIT NO: DGM/ED-MNP/2025-26/03 Date:24/06/2025

Name of work:- Providing 1 (One) no. Swift Dzire / Wagon R in good running condition along with service of driver for official duty within the jurisdiction of ED-Mohanpur (Duty Hours-14 Hours) under ED- Mohanpur for 12 (Twelve) months.

**Estimated Cost: Rs.4, 90,700.00 (Including GST)
(Rupees four lakh ninety thousand seven hundred) only.**

**Earnest money: Rs.9814.00
(Rupees nine thousand eight hundred fourteen) only**

**Tender Fee: Rs.1500.00
(Rupees one thousand five hundred) only**

Completion Period: 365 (three hundred sixty five) days.

This DNIT contains 39 pages excluding Back & cover page.

Deputy General Manager
Electrical Division-Mohanpur
Mohanpur, Tripura (West)



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

Name of Work: - Providing 1 (One) no. Swift Dzire / Wagon R in good running condition along with service of driver for official duty within the jurisdiction of ED- Mohanpur (Duty Hours-14 Hours) under ED- Mohanpur for 12 (Twelve) months.

NIT NO. DGM/ED-MNP/2025-26/03, Dated –24-06-2025

- 1.0** The Deputy General Manager, Electrical Division Mohanpur, Mohanpur, West Tripura invites the tender on behalf of TSECL for hiring of different types of vehicle for official use from the interested experienced & bonafied Owner/ Agency meeting minimum eligibility criteria as specified in the bid document through wide tendering.
- 2.0** The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than six months at a time (up to a maximum of one year) on review of performance, depending upon the requirements and administrative conveniences of the office.

Item No.	Description of items and NIT No.	Quantity	Estimated Cost	Earnest Money	Completion period
				Tender Fee	
1	Providing 1 (One) no. Swift Dzire / Wagon R in good running condition along with service of driver for official duty within the jurisdiction of ED- Mohanpur (Duty Hours-14 Hours) under ED- Mohanpur for 12 (Twelve) months. <u>Type of Vehicle Required</u> Swift Dzire / Wagon R = 1 no.	5 Nos	Rs.4,90,700.00	Rs.9,814.00. Rs.1500.00	12 (twelve) Months

3.0 This NIT for the above work will appear in State Newspapers English and Bengali edition simultaneously once. This shall also be available on Tripura State Electricity Corporation Limited website at www.tsecl.in from 25/06/2025. Interested bidders can download the Bidding Documents and commence preparation of bids to gain time.

4.0 Eligible bidders shall participate in tender by drop tenders physically (Hard copy). Tender shall be submitted in a two-bid system:

(a) Bid Envelop-I (Technical bid)



(b) Bid Envelop-II (Financial bid)

5.0 Critical Dates :

1. Bidding Document last date of selling :- 30/06/2025 (02:00 PM).
2. Bid Receipt last date and time :- 01/07/2025 (02:00 PM).
3. Bid opening date and time (i) Technical bid :- 01/07/2025 ; 03:00 pm.(if possible)
(ii) Price bid :- 01/07/2025 ; 03:00 pm.(if possible)
4. Cost of Bidding document : - Rs 1500.00 (Cost of bid should be deposit in Demand Draft in favoring of the Dy. General Manager, ED -Mohanpur, TSECL)
5. Estimated Cost :- Rs. 4, 90, 700.00(Including GST)
6. Bid Guarantee (EMD to be deposited With the Bid document) :- Rs . 9,814.00
7. Dropping places :- Office of the Deputy General Manager Mohanpur Electrical Division.
8. Completion Period :- 12 (twelve) month

6.0 Scope of Work:

Scope of work covered Providing different types of Vehicles in good running condition along with service of Driver for official use on hired basis for ED- Mohanpur under Electrical Division Mohanpur, Mohanpur West Tripura as per specification in this tender document.

Scope of work given above is only indicative. The detailed scope has been described in the schedule of work of item(s) / BoQ.

- 7.0 Bidding will be conducted through the domestic competitive bidding procedures as per the provisions of ITB / BDS and the contract shall be executed as per the provisions of the Contract.
- 8.0 The detailed Qualifying Requirements (QR) is given in the Standard Bidding Documents (SBDs).

9.0 Tender fee and Earnest Money Deposit (EMD):-

- 9.1. Tender fee and EMD are to be paid electronically using the Online Payment Facility provided in the Portal. For online payment of Tender Fee and Earnest Money Deposit, please follow the following process:-
 - After initiating the Bid Submission Process from “My Tender” option, an “Online payment” page will appear which will display the total TF and EMD amount.
 - On submission of TF and EMD payment option, System will redirect to the SBI Bank MOPS window.
 - SBI MOPS will have two options for Net Banking –“SBI” & “Other Banks”. Bidder can choose any of the options as desired and can complete the Online Payment Process.
- 9.2. The EMD amount shall be refunded to all the bidders including L₁(selected) bidder in their respective Bank Account , after the Award of Contract (AoC) event is completed in the Tripura e-Procurement Portal, on receipt of Performance Bank Guarantee from the selected bidder.
- 9.3 No interest will be paid to the bidders on EMD submitted.



- 9.4 EMD of the bidder may be forfeited if in any case found to have made in false declaration or claims.
- 9.5 Bidders exempted under specific Government (Tripura State only) order / rules (only for manufacturers) from submitting EMD have to furnish Scan copy of the related Governments order / rules in English language, along with the tender in support of their claim exemption.

10.0 Contract Performance Guarantee i.e. Performance Security:-

- 10.1 Successful bidder (**Local SSI Unit / Outside bidder**) has to furnish “Contract Performance Guarantee i.e Performance Bank Guarantee” as per Performance security for an amount equal to **10% of the total contract value**, issued by a Nationalized Bank having Branch at Agartala in the format provided in Annexure-IX in section- V of this NIT in favour of Tender Inviting Authority. The successful bidder will deposit said “Contract Performance Guarantee or Performance Bank Guarantee” **within 15 (Fifteen) days**. The validity of Performance Guarantee shall be at least for 18(eighteen) Month (CPG is to be extended further subject to extension of contract period, with the consent of the agency at same rate, terms & condition).
- 10.2 On receipt of the “Performance Bank Guarantee” from the selected bidder, the department shall scrutinize the same for its authenticity and validity for the amount and period.
- 10.3 In the event of breach / violation or contravention of any terms and conditions contained herein by the agency i.e., if the firm fails to execute the contract, the “Performance Bank Guarantee”, part/whole (as per decision of the Authority), will be forfeited from the guarantor.
- 10.4 The Performance security will be released as per banking protocol on completion of the successful execution of the task.
- 11.0 Extension of bank guarantee for performance of the contract shall be extended as & when asked by the Engineer in charge to keep the currency of the contract alive. In the event of failure on the part of agency to extend the bank guarantee before expiry of the bank guarantee submitted, the same shall be an cash without showing the reason thereof.
- 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 acceptance of Price bid / financial bid shall be subjected to acceptance of Tender fee.
- 14.0 The Bidding Documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any other party or reproduced or used otherwise for any purpose other than for which they are specifically issued.
- 15.0 Downloaded NIT, Bid Document are to be uploaded back and digitally signed as a part of technical bid, and as a proof of acceptance of all terms and conditions in NIT and Bid Document.
- 16.0** The Bidder is expected to examine all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid



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 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. Bid Form/Tender form and Declarations/Letters
- ii. Self-Attested copy of Registration of firm/company.
- iii. Self-Attested copy of Experience certificate issued by Central/State Government/Public Sector companies for one year or more during the last five years (if applicable).
- iv. Self-Attested copy of PAN card of firm/company/individual.
- v. Self-Attested Copy of the IT return filed for the last 3 financial year.
- vi. Self-Attested Copy of Goods Service Tax (GST) registration certificate.
- vii. Self-Attested copy of document showing current insurance of the vehicle
- viii. Self-Attested Copy of Registration Certificate of vehicle
- ix. Any bidder who has been debarred /black listed by any Central (GOI)/State Govt. owned Power Utility, for supply of similar materials during last 3 years for whatever reasons and thereby shall stand disqualified automatically at the very pre-qualification stage. **Therefore, the Party (vendors) submitting the tender documents is liable to enclose a “Declaration” to this effect with due certification by “NOTARY” depicting full name & designation.(As per Format , annexed in Section-V of this Bid document).**
- x. Banker’s certificate regarding financial capability issued within last one year from the date of opening of tender.
- xi. Satisfactory evidence of authority of the person signing on behalf of the Bidder (Power of Attorney/ Partnership etc.)

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

- i. Bids submitted without documents as indicated above shall be treated as disqualified. Bidders shall have to produce original document as and when asked by the TSECL authority, for verification and authentication of submitted documents.

All the documents mentioned above are for establishing the eligibility and non-submission of these documents will result in rejection of the tender. Original of all such documents shall be liable to be produced for verification, as and when asked by the tender inviting authority, failing which such documents shall be rejected.



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. Price break-up for supply, civil work and erection work should be attached as per Annexure, along with the price bid
- III. 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.
- IV. 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 **Dy. General Manager, ED-Mohanpur, TSECL** 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 6 (six) 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
Mohanpur Electrical Division,
Mohanpur, 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** or any schedule Bank payable at Agartala, West Tripura **or Bankers Cheque from the SBI** Mohanpur in favour of Tripura State Electricity Corporation Limited on any schedule bank payable at Agartala, West Tripura **or** 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 AND CONDITIONS

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/supply 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 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.
- 1.18** A 'Week' shall mean continuous period of seven (7) days.
- 1.19** "Writing" shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.



- 1.20 When the words ‘Approved’, ‘Subject to Approval’, ‘Satisfactory’, ‘Equal to’, ‘Proper’, ‘Requested’, ‘As Directed’, ‘Where Directed’, ‘When Determined by’, ‘Accepted’, ‘Permitted’, or words and phrases of like importance are used, the approval, judgment, direction etc. is understood to be a function of TSECL.
- 1.21 **“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.
- 1.22 **‘Start Up’** shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start-up period shall include preliminary inspection and checkout of equipment and supporting sub-system, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut down, inspection and adjustment prior to the trial operation period.
- 1.23 **“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.
- 1.24 **‘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.
- 1.25 **‘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.
- 1.26 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.
- 1.27 **“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.
- 1.28 **‘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.
- 1.29 **‘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.
- 1.30 **‘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 Supplier/Contractor with his Bid provided such drawings are acceptable to TSECL.**
 - d) Drawings furnished by TSECL to the Contractor during the progress of the Work; and
 - e) Engineering data and drawings submitted by the Contractor during the progress of the Work provided such drawings are acceptable to the Executive Engineer in charge of the work.
- 1.31 **“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.E. standards.
 - f) I.E.C. standards.



- g) Other Internationally approved standards and / or Rules and **Regulations touching the subject matter of the Contract.**

- 1.32** Words imparting 'Person' shall include firms, companies, corporation and association or bodies of individuals.
- 1.33** 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.
- 1.34** 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 'Contact Performance Security'

2.0 APPLICATION

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

3.0 LANGUAGE AND MEASURES

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

4.0 CONTRACT DOCUMENTS

- 5.1** The term "Contract Documents" shall mean and include the following which shall be deemed to form an integral part of the Contract:
- a) Invitation of Bid including letter forwarding the Bidding Documents, Instructions to Bidders, General Terms and Conditions of Contract, Erection Conditions of Contract and all other documents included under the Special Conditions of Contract and various other sections.
 - b) Specifications of the equipment to be furnished under the Contract as brought out in the accompanying Technical Specification.
 - c) Contractor's Bid proposal and the documents attached there-to including the letter of clarifications thereto between the supplier/Contractor and TSECL prior to the Award of Contract.
 - d) All the materials, literature, data and information of any sort given by the Supplier/Contractor along with his bid, subject to the approval of TSECL.
 - e) Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of contract if any.
- 6. Period of validity of Bid:** Bid shall be valid for 180 days after the date of opening of bids.
- 7. Period of Contract/Duration:** The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than six months at a time (upto a maximum of one year) on review of performance, depending upon the requirements and administrative conveniences of the office



Preparation and Submission of Tender:

The tenders have been invited under two bid systems i.e. Qualifying Bid and Financial Bid. The necessary documents should be enclosed inside the envelop.

Below are the documents to be enclosed by bidder at the time of submitting bid.

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

- i. Bid Form/Tender form and Declarations/Letters
- ii. Self-Attested copy of Registration of firm/company.
- iii. Self-Attested copy of Experience certificate issued by Central/State Government/Public Sector companies for one year or more during the last five years (if applicable).
- iv. Self-Attested copy of PAN card of firm/company/individual.
- v. Self-Attested Copy of the IT return filed for the last 3 financial year.
- vi. Self-Attested Copy of Goods Service Tax (GST) registration certificate.
- vii. Self-Attested copy of document showing current insurance of the vehicle
- viii. Self-Attested Copy of Registration Certificate of vehicle
- ix. Any bidder who has been debarred /black listed by any Central (GOI)/State Govt. owned Power Utility, for supply of similar materials during last 3 years for whatever reasons and thereby shall stand disqualified automatically at the very pre-qualification stage. **Therefore, the Party (vendors) submitting the tender documents is liable to enclose a “Declaration” to this effect with due certification by “NOTARY” depicting full name & designation.(As per Format , annexed in Section-V of this Bid document).**
- x. Banker’s certificate regarding financial capability issued within last one year from the date of opening of tender.
- xi. Satisfactory evidence of authority of the person signing on behalf of the Bidder (Power of Attorney/ Partnership etc.)

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

- ii. Bids submitted without documents as indicated above shall be treated as disqualified. Bidders shall have to produce original document as and when asked by the TSECL authority, for verification and authentication of submitted documents.

All the documents mentioned above are for establishing the eligibility and non-submission of these documents will result in rejection of the tender. Original of all such documents shall be liable to be produced for verification, as and when asked by the tender inviting authority, failing which such documents shall be rejected.



Bid Envelop-II (Price Bid / Financial Bid):

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

The Price Bid / Financial Bid shall be consisting of the following documents:

Bill of Quantity (BOQ) i. e. the Price Bidding Schedule - to be downloaded.

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

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

Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he signs as

- a) A "sole proprietor" of the concern or constituted attorney of such sole proprietor.
- b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a Company.

Note:

- (1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney.
- (2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties, the tender and all other related documents must be signed by all partners of the firm.
- (3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid on behalf of such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the tender inviting authority may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (4) All the pages of tender should be serial numbered, signed by the bidder and affix his firm's stamp at each page of the tender document and all its Annexures as the acceptance of the offer made by the tenderer will be deemed as a contract. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.**



Technical/Qualifying Bid:

- a) The Technical bid should be submitted online in **Envelop-I** mentioned above.
- b) All documents asked must be uploaded as part of Technical/Qualifying bid.

Financial Bid:

- a) The Financial Bid should be submitted online in **Envelop-II** mentioned above. The Financial Bids of those bidders who are found qualified, will be opened on a specified date and time to be intimated to the respective bidder by e-mail registered by them in CPP. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Financial Bids.
- b) The rates quoted shall be firm and final for the entire period of contract.
- c) Terms of payment as stated in the Tender Document shall be final.
- d) At the time of payment of bills, the income tax and other taxes, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

Security Deposit:

- a) The successful tenderer will have to deposit a performance security (security deposit) for an amount of 10% (Ten percent) of the value of the contract in the form of a Bank Guarantee for the validity period of 15 months. The Security Deposit will not be adjusted against any payment due to the firm from the Department or the Central Government.
- b) The Security Deposit can be forfeited, wholly or partly, by order of the competent authority in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said security deposit as may be considered to sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firms bill has been received and examined.
- c) A letter of Award will be issued to the successful bidder/bidders. Successful bidder shall have to submit a performance security bond within 15 (fifteen) days from the issue of the letter of Award, from scheduled bank as per the format given in Annexure-II.
- d) EMD of unsuccessful bidder shall be refunded within a week of the receipt of the performance security bond.

Penalties:

- a) Vehicles should be made available on call any day in the week at any hour. In case of failure to supply the vehicle, a penalty of Rs.1000/= will be imposed on each occasion and NO payment will be paid for the trip, in addition to the pro-rata deduction of rental in the monthly bill.
- b) The vehicle should report at the specified reporting time. In case of delay in reporting, acceptance of the vehicle will be at the discretion of the controlling officer subject to following conditions:
 - i. If vehicle is accepted after delayed reporting, a penalty of Rs.300/= will be imposed for that day.
 - ii. If the vehicle is not accepted, a penalty as per clause (a) above will be imposed.



- iii. In case of breakdown, if the vehicle is not replaced within one & half hour, penalty of Rs.200/= per occasion will be imposed, in addition to the pro-rata deduction of rental in the monthly bill.
- iv. The tender inviting authority reserves the right to call the vehicles before stipulated duty hour and beyond duty hour as and when required. Vehicles should be made available on call basis beyond the office hours in the week days as well as holidays, failing which the penalty as per clause (a) above will be imposed on each occasion.
- v. In case the driver is found to be under the influence of liquor or any other intoxication including drugs, penalty of Rs. 1000/- shall be deducted by the Institute from the bill of the bidder, which will be in addition to other penal action, if any

Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing from the competent authority, which the authority will be at liberty to refuse if he thinks fit.

Terms of payment:

- a) No payment shall be made in advance nor shall any loan from any bank or financial institution be recommended on the basis of the order of award of work.
- b) The contractor shall submit the monthly bill in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.
- c) All payments shall be made by the Authorized officer of TSECL through account payee Cheque/RTGS/NEFT.
- d) The competent authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in this tender.
- e) The term “payment” mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
- f) Wherever applicable all payments will be made as per rate schedule of payments stated in Section-VI of the submitted Commercial bid of the successful bidder.

Currency of Payment:-All payments under the Contract shall be in Indian Rupees only.

Termination of Contract:

Termination for defaults: The Institute may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Agency, Moreover, the contract may be terminated on mutual consent by giving one– month notice in advance, terminate the contract in whole or in part:

- a) If the Agency fails to deliver any work within the time periods specified in the contract, or any extension thereof granted by the Institute;
- b) If the Agency becomes bankrupt or otherwise insolvent.
- c) If the Agency, found in fraudulent practices against the institute.
- d) And any of its acts spoil to the integrity of the Institute, by any means.

Agreement:

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



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

8.2 **The Agreement shall be signed in two originals and the Contractor/supplier shall be provided with one signed original and the rest shall be retained by TSECL.**

8.3 The Supplier/Contractor shall provide **free of cost to TSECL** all the engineering data, drawings, and descriptive materials submitted with the Bid, in at least six (6) copies to form a part of the contract immediately after issue of Letter of Award.

8.4 **Subsequent to signing of the Contract, the Contractor/supplier, at his own cost, shall provide TSECL with at least six (6) true copies of Agreement and one soft copy including 3(three) hard copies of the approved drawings within fifteen (15) days after the signing of the Contract.**

5.0 ENFORCEMENT OF TERMS

9.1 The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in 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

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

7.0 TIME – THE ESSENCE OF CONTRACT

11.1 The time and the date of completion of the Contract as stipulated in the Contract by TSECL without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor/supplier shall so organize his resources and perform his Work as to complete it not later than the date agreed to.

11.2 The Contractor/supplier shall submit a detailed **BAR CHART / PERT NETWORK** consisting of adequate number of activities covering various key phases of the Work such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days of the date of Notice of Award of Contract. This Bar Chart shall also indicate the interface facilities to be provided by TSECL and the dates by which such facilities are needed. The supplier/ Contractor shall discuss with TSECL for finalization and approval of the Bar Chart by TSECL. The agreed Bar Chart shall form part of the contract documents. During the performance of the Contract, if in the opinion of the owner's Engineer in charge of the work, proper progress is not maintained, suitable changes shall be made in the Supplier/Contractor's operations to ensure proper progress without any cost implication to TSECL. The interface facilities to be provided by TSECL in accordance with the agreed Bar Chart shall also be reviewed while reviewing the progress of the Contractor.

11.3 Based on the agreed Bar Chart fortnightly reports shall be submitted by the Contractor as directed by the owner's Engineer in charge of the work.

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

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

8.0 EFFECTIVENESS OF CONTRACT

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



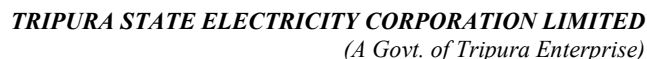
Arbitration:

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. In the event of any question, dispute or difference arising under the agreement or in connection there the same shall be referred to the tender inviting authority. The arbitration proceedings shall take place at Agartala.

Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the purchaser as to whether the supplies/services have been so resumed or not shall be final and conducive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

1. Parties: - The parties to the Contract are the Contractor (the tenderer to whom the work is awarded) and the Director General, NIAM Jaipur. 2. Addresses: - For all purposes of the contract including arbitration there under, the address of the Contractor mentioned in the tender shall be final unless the Contractor notifies a change of address by a separate letter sent by registered post to the CCS NIAM, Jaipur. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.



1. Eligibility:

Documentary evidence for the under mentioned items should be submitted along with the bid:

- i. The bidder should own or have on lease sufficient number of vehicles of model not older than as mentioned below:

Year of manufacturing of the vehicle offered for hiring should be:

(a) Maruti Swift Dzire / Maruti Wagon R -2020 & onwards

The proof of ownership or lease holding should be produced along with the qualifying bid documents.

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- xiii. In case of any accident to the vehicle, it will be the responsibility of the bidders or his representative (drivers) to lodge FIR etc. with police. All RTO issues and Traffic violations are to the account of contractor.
- xiv. The contract is valid for providing services of vehicle hired and at no point of time any or all of the Staff of service provider/ bidders shall raise a claim for employment.
- xv. Driver should carry sufficient cash for discharging obligations on account of parking charges, toll taxes, etc. Such expenditure shall be the contractor's responsibility.
- xvi. Lodging, boarding, transportation of driver shall be the contractor's responsibility.
- xvii. Vehicle should carry portable fire extinguisher.

Services to be provided:

- i. Provision of registered Commercial vehicles with licensed drivers, on Hiring basis for Vehicles on call basis running within the state of Tripura.
- ii. **Period of contracts:** Under normal circumstances the contract shall be valid for a period of one year from the date of issue of work order.
The tender inviting authority may cancel the contract during the contract period without assigning any reason. However, the period of contract can be extended for a further period of one year at the discretion of the authority of TSECL. The contract so extended by the authority of TSECL, will be on the same rate and terms & conditions. After expiry of the extended period the contract will automatically come to an end and no separate notice will be given.
- iii. **Quantity:** Estimated number of vehicles is on monthly basis. However, the actual quantity ordered will depend on the requirement from time to time. The tender inviting authority reserves the right to increase or decrease the required quantity without any change in the hiring charges of the offered quantity and other terms and conditions.
- iv. **Reporting place:** Normally the vehicle will run under the jurisdiction of respective Circle /Sub-Station/Sub-Division/Division as an when required by the Engineer-in-charge of respective Offices. The user of the vehicle shall specify actual place of reporting.
- v. **Notice period:** For regular requirements one day in advance will be intimated from the Institute in writing or Service provider received requisition slip by Hard copy or e-mail or Whats App or any other communication from the In-charge of the vehicle from the Institute side. Telephonic /Verbal intimation shall be considered as notice with the confirmation of e-mail or by requisition slip.
- vi. **Calculation of distance:** From garage to garage but chargeable distance in this respect shall not be more than 2 km in each way.
- vii. **Accuracy of the meters:** The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.

viii. Special requirements:



- a) Intending bidder must have a telephone number (Landline & Mobile) & where the requisition of vehicle can be conveyed round the clock (24 hrs) for 365 days. The driver of the vehicle must be provided with mobile telephone so that he may be contacted at any point of time.
 - b) The vehicle must have permit to travel within the State. Permit fee/all kind of entry tax will be borne by the contractor.
 - c) Payment of any government Tax /Duty in respect of the hired vehicle will be the liability of the contractor.
 - d) Parking and toll charges, if any, shall have to be borne by the bidder.
 - e) Any changes in case of monthly vehicle/driver should be informed at least 2 (Two) days before the day of such changes.
 - f) No mileage will be allowed for lunch/breakfast or for filling of petrol/diesel etc.
 - g) Extra charges shall not be claim by the bidder for outstation night halt if required.
- ix. **Duty hours:** - As indicated in BOQ



Special conditions of contracts:

1.0

- a) In case the Government of India subsequently declares the date fixed the opening of the bid is holiday, the bid shall be opened on next working day. The contractor/ bidder will have full liability under sections of Motor vehicles Act 1968 and IPC causing death or permanent disability developed by the vehicle supplied by the Contractor. The hiring authority shall have no responsibility and will not entertain any claim in this regard in any circumstances. The contractor/bidder shall indemnify the purchaser from such incidences.
- b) The engagement and employment of drivers and payment of wages to them as per existing provision of various labour laws and regulations is the sole responsibility of the Contractor and shall indemnify the purchaser. Any breach of such Laws on regulation shall be deemed to be breach of this contract.
- c) The contractor shall supply the vehicles properly cleaned from outside and properly cleaned & totally dust free inside. Seats of the vehicle should have cover of white towels and towels should be washed weekly. Also, driver should be properly dressed & well behaved. Vehicles to be provided by the Contractor should be in perfectly sound working condition and suitable for use by senior officers of the dept. Engine of the supplied vehicle should be noise-free.
- d) Driver and vehicle should not be changed frequently especially in case of vehicle on monthly basis. If in most unavoidable circumstances the change of driver/vehicle is required, prior intimation should be given to the user concerned.
- e) The contractor should send the vehicle for periodical servicing at the cost of the contractor. Purchaser will not pay any mileage run for such servicing. The cost of lubricant, repairs, maintenance, Taxes, Insurance etc will be the contractor liability.
- f) In case of change of vehicle by the contractor during the period of the contract, the proof of ownership in case of own vehicle or in case of leased/ hold vehicles a copy of power of attorney/affidavit should be submitted within 7 (seven) days of such change for such changed vehicles.
- g) A metal plate should be fitted having inscription of 'ON TSECL DUTY, respective office'. Private journey shall not be entertained during the duty hours of the vehicle. But metal plate of indicating TSECL should be detached from the vehicle during private journey beyond duty hours.

2.0 Control of the Vehicles (for monthly basis):

- i. Monitoring of performance of the services to be provided by contractor under this tender shall be responsibility of Institute for the vehicles under their control. In case of any deficiency, Institute may take action as per terms & conditions of this tender and agreement to be signed, for the vehicles under their control.
- ii. Decision as to whether penalties would be levied or not for violation of terms & condition laid down in this tender shall be taken by Institute for the vehicles under their control. If decided so, penalties shall also be levied by Institute for the vehicles under their control.
- iii. The tender inviting authority will have the sole rights & responsibilities with respect to arbitration in case of disputes, extension of contract and custodian of performance security deposit.



3.0

- i) In Case the tender inviting authority is not satisfied with the quality/condition of the vehicle the contractor shall change the vehicle / make necessary repairs to the satisfaction of the authority.
- ii) No hike in rate will be allowed if there is a hike in the price of fuel, oil, lubricants etc. and or spare parts of vehicle.
- iii) The tender inviting authority reserves the right to counter offer price against the price quoted by the contractor.

4. **Payment terms :** Payment will be made by the Authorized officer of TSECL through account payee cheque/RTGS/NEFT against the submission of monthly bills (in triplicate) with Log Book duly signed by the designated user(s). The monthly bill shall be paid only after tax deduction at source (TDS) as applicable from time to time.

5 **Rate of hire charges :** a) Rates quoted should be inclusive all taxes except Goods & Service Tax (GST). Goods Service Tax (GST) will be paid extra as per Govt. rates applicable from time to time. Proof of deposit of Goods Service Tax (GST) to appropriate authority should be submitted quarterly to the Institute.

6.0.

- i) The vehicle should be placed on duty in **neat & clean** condition.
- ii) Vehicles and Self-Starter, Kilometer recorder, odometer and Speedometer must be operative.
- iii) All the cost towards the running of vehicle i.e cost of fuel, oil, lubricants repairing charges etc. i/c, pay and allowances of Driver will have to be borne by the bidder.
- iv) The vehicle should be provided with valid commercial license, Road Tax Certificate, Pollution Control Certificate, Insurance etc. of the vehicle.
- v) The driver of the vehicle should have valid driving license positively.
- v) No payment will be made for the vehicle if found unfit for journey.
- vi) Any minor or major repairing /break down/defect/accident will have to be attended by the owner at his own risk & cost and substitute arrangement to be done by the owner at his own cost and risk.
- vii) Failing of substitute arrangement by similar type of vehicle during break down /minor repairing of the vehicle engaged in duty , an amount of **Rs100.00 (Rupees Hundred) only per hour subject to maximum Rs 1200.00(Rupees One thousand two hundred) only per day will be deducted as penalty from the contractor's bill.**
- viii) Normally the vehicle will run in and around Agartala but the vehicle has to be run in any place of Tripura in the interest of TSECL works if required. On that account, no extra benefit will be given even for out station duty.
- ix) Duty hours: - As indicated in BOQ
- x) The day to day journey shall be recorded in the Log Book duly signed by the Engineer-in Charge / using officer. Duty time may be varying in case of special ground; in that case no extra benefit will be given.



- xi) Sunday and Holiday will not be taken into consideration unless engaged in particular cases.
- xii) When the engagement is required on Sunday / Holiday concerned Driver will be informed in advance in particular cases.
- xiii) If the vehicle remains out of order within the journey period / duty hours for a period of more than 2 (two) hrs. Alternative arrangement i.e substitute vehicle will have to be provided by the owner. Otherwise no payment towards the detention charge will be made and vehicle owner will be liable to pay the hire charge of extra vehicle as per prevailing market rate at actual.
- xiv) TSECL reserves the right to release any vehicle at any time giving 2 (two) days prior intimation to the concern Driver/ Owner/agency of the vehicle in case of unsatisfactory performance.
- xv) The rates shall be inclusive of all taxes and duties GST/WCT as applicable will be deducted at source.
- xvi) A metal plate should be fitted having inscription of 'Duty of TSECL, respective office'. Private journey shall not be entertained during the duty hours of the vehicle. But metal plate of indicating TSECL should be detached from the vehicle during private journey beyond duty hours.
- xvii) The vehicles shall be engaged for a period 365 days and the successful vehicle owner /tendered shall have to execute an agreement with TSECL with deposition of necessary CPG
- xviii) Engagement of vehicles of the successful bidder /owner/tenderer is subjected to submission of the attested copy of driving license of the driver. Service of the vehicle with alternative driver, if any, shall not be entertained in case he fails to produce attested copy of valid driving license. In that case owner/tendered shall not be allowed with detention charge. In addition Rs 300.00 for the day shall be levied as penalty from his bill.
- xix) Owner of the vehicle /Tendered shall be allowed with running bill and such bill shall be given only after utilization of vehicle of minimum period 1(one) month .The bill shall be supported standard Log Book duly maintained for registering journeys and to be signed by the using officer the vehicle.
- xx) The payment will be made on monthly basis on submission of bill in Triplicate supported by the Log book to the agency/owner .Bill in triplicate along with the copy of Log Book shall have to be submitted by the owner to the concerned Offices for preparation of payment of bill. GST shall be deducted from each running bill at source, if not registered under GST Rules. Income Tax shall be deducted from each running bill.
- xxi) Notwithstanding anything contained herein above, TSECL reserves the right to assess the capacity and capability of the bidder to execute the work.
- xxii) The undersigned on behalf of TSECL reserves the full right to terminate the contact at any time with one month notice. In case, agency wants to withdraw the vehicles, he will also have to give a notice at least one month before the date of withdrawal.
- xxiii) In case of any dispute, the decision of the Tripura State Electricity Corporation limited authority shall be final and binding.



SECTION –V.
ALL ANNEXURE / FORMATS / FORMS

Annexure-I

FOLLOWING TENDER ENQUIRY PROFORMA SHOULD BE DULY FILLED UP BY THE INTENDING BIDDERS:-

Proforma- (I). INFORMATION TO BE FURNISHED BY THE TENDERER FOR APPRAISAL OF FIRM'S CAPABILITY & CAPACITY TO MANUFACTURE ITEM (S) EQUIPMENT AS PER REQUIREMENT TO TENDER ENQUIRY.

1	(A)	(i)	Name of the tendering Firm	
		(ii)	Complete address of the required office	
		(iii)	Telegraphic address	
		(iv)	Phone No.	
		(v)	Fax No.	
		(vi)	Email No.	
	(B)	(i)	Name of the two responsible officers of the firm with designation (Managing Director / Partner/Chief Engineer / Works Engineer etc.	
		(ii)	Day of which weekly holiday is observed.	
	©	Complete address of the works:		
		(i)	Name and Designation of the Chief Executive of the Works and his immediate junior	
		(ii)	Telephone number(s)	
		(iii)	Email No.	
		(iv)	Fax No.	
		(v)	Day on which weekly holiday is observed	
	2	Year of the Establishment :		
3	Financial Position :			
(a).	(i)	Land (Area & Value)		
	(ii)	Building (Covered area & value)		
	(iii)	Plant & Machinery (Value in Rs. Lakh)		
	(iv)	Total drawing limit(Certificate from bankers) (Rs. Lakh)		
	(b)	Annual financial turnover (duly audited for the last three years) (Rs. Lakhs)		
©	Latest Income Tax Clearance Certificate.			
4	Manpower : (Nos)			
(a)	Graduate Engineer(s)			
(b)	Diploma holder(s)			
©	Skilled workers			



	(d)	Unskilled workers	
5	Production capacity per month of the item covered in your quotation and justification for assessment		
	(a)	Details of plant & machinery installed (please attached separate sheets, if necessary).	
	(b)	Details of raw material required	
	©	Source of raw material.	
	(d)	Stock in hand.	
	(e)	Quality controls exercised in procurement of materials.	
6	Manufacturing process & quality control:-		
	(a)	Details of manufacturing process.	
	(b)	Scheme of quality controls	
	(i)	During manufacturing process.	
	(ii)	At the finished stage	
	(iii)	Whether any record is being maintained in respect of quality controls exercised	
7	(a)	Whether items offered conforms to IS or any other internationally recognized standards, if so, give reference.	
	(b)	Whether the firm is licensed to use ISI mark or any other Govt. Quality Mark. (Copies of latest test certificates issued by Govt. Laboratories / any Recognized Test House be attached.	

Signature of Authorised
Signatory of the firm

Seal of the firm



Annexure-II

FORMAT- A.

ACCEPTANCE LETTER AFTER DUE ATTESTION BY NOTARY
(TO BE SUBMITTED IN TECHNICAL BID)

Refer NIT No. _____ Date _____

To
The Deputy General Manager,
Tripura State Electricity Corporation Limited,
Electrical Division Mohanpur,
Mohanpur – 799211, Tripura (W)

Sir,

Acceptance of TSECL'S NIT Clause No. 8-(ix) of Section –II

1. I/We hereby declare that I/We have gone through the NIT Clause No. 8-(ix) of Section –II of this NIT.
2. I/We hereby declare the acceptance of the aforesaid mentioned clause.
3. I/We hereby on behalf of (the name of the Vendor/Firm.....) declare that we are not “De-barred/Black listed” by any Central (GOI)/State Govt owned Power Utility, for supply of similar materials during last 3 years for whatever reasons.

Date:.....

Yours faithfully,

(Signature of the Tenderer)
With rubber Stamp

Attestation Signature of Notary
With Rubber Stamp

Date:



Annexure-III

Certificate regarding Summary Statement of Yearly Turnover

This is to certify that the following statement is the summary of the audited Balance Sheet arrived in favour of for the three consecutive years or for such period since inception of the Firm, if it was set in less than such three year's period.

Sl. No.	Financial		Remarks
	Year	Turnover rounded up to ` in lakh (two digit after decimal)	
1.			
2.			
3.			
Total			

Average Turnover: In

Note:

1. Year proceeding the current financial year is to be considered as Year-1.
2. Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
3. Average turnover for 3 years is to be obtained by dividing the total turnover by 3.0. If the Firm was set up in less than 3 year's period, consider the turnover for the period from inception to the Year-1. It may be either 1.0 or 2.0. Average turnover is to be obtained by dividing the total turnover by 1.0 or 2.0, as the case may be.
4. In case, the firm was set up in less than 3 year's period, mention the year of inception in the 'Remarks' column.

.....
SIGNATURE OF THE TENDERER WITH OFFICE SEAL



Annexure-IV

STATEMENT OF ORDERS EXECUTED DURING LAST THREE FINANCIAL YEARS

Sl. No	Name of the Items supplied	Financial year	Order No. and date	Name of Purchaser / order issuing authority	Quantity ordered	Quantity supplied /delivered	Order completion certificate not below the rank of Ex. Engg /DGM or equivalent post.	Work order/Challan/SRV Nos as proof of delivery (scanned copy of documents to be submitted	Remarks

.....
SIGNATURE OF THE TENDERER WITH OFFICE SEAL



Annexure-V

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

(For genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

I -----, Partner/Legal Attorney/ Accredited Representative
of M/s -----, solemnly declare that:

1. We are submitting Tender for the Work ----- against Tender Notice No. ----- dt. -----
2. None of the Partners of our firm is relative of employee of ----- (Name of the Company).
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/ credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/ incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning / delisting of our firm and all partners of the firm etc.

Signature of the Tenderer with Seal

Dated-----



Annexure-VI

FORMAT OF LETTER OF BID

LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-Tendering PORTAL OF NIC)

To,
The Tender Committee,

Sub: Letter of Bid for the work

Ref: 1. NIT No ----- dated -----
2. Tender Id No. -----

Dear Sir,

We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the EMD being submitted by us has been furnished on-line.

This Bid and your subsequent Letter of Acceptance / Work Order shall constitute a binding contract between us.

We hereby confirm our acceptance of all terms and conditions of the NIT document unconditionally.

Signature of the Tenderer with Seal

Dated-----



Annexure-VII

**PROFORMA OF BANK GUARANTEE FOR
CONTRACT PERFORMANCE**

(To be stamped in accordance with stamp Act)

Ref. Bank Guarantee No.
Date

To
The Deputy General Manager,
Tripura State Electricity Corporation Limited,
Electrical Division Mohanpur,
Mohanpur – 799211, Tripura (W)

Dear Sir,

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

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

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

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee, from time to time to extend the time for performance or the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released to its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing what so ever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.



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

Dated this day of200..... At

WITNESS

.....
(Signature) (Signature)

.....
(Name) (Name)

.....
(Official Address) (Official Address)

Attorney as per Power
Of Attorney No.

Date

NOTES:

- The sum shall be 'ten per cent (10 %)' of the Contact Price.
- The claim date will be ninety (90) days after the end of date of 'Warranty Period' as specified in the Contract.
- The Stamp Papers of appropriate value shall be purchased in the name of issuing Bank.



Annexure-VIII

(N.J. Stamp of Rs.30/-)
BEFORE THE NOTARY
TRIPURA.
INDEMNITY BOND

THIS INDEMNITY BOND IS EXECUTED ON THE _____ DAY OF _____

2010 A. D. By Shri _____,

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 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 my workmen(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 that 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 workmen in the event of death or bodily injury, arising out of the course of employment under me, employed by me for execution of the work namely _____

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

Witnesses	
1.	
2.	
Identified by me	Full Signature of Contractor (INDEMNIFIER)
Advocate	

.....



<u>Annexure-IX</u>		
<u>SCHEDULE OF BIDS</u>		
<u>Tender No.</u>		
1	Name of the tenderer with office & factory address. Tel. no. / Fax no. / E.mail address	
2	Address of Agartala office and Tel no/Fax no/E.mail address with the name of contact person	
3	Bid Form/Tender form and Declarations/Letters	
4	Self-Attested copy of Registration of firm/company.	
5	Self-Attested copy of Experience certificate issued by Central/State Government/Public Sector companies for one year or more during the last five years (if applicable).	
6	Self-Attested copy of PAN card of firm/company/individual.	
7	Self-Attested Copy of the IT return filed for the last 3 financial year.	
8	Self-Attested Copy of Goods Service Tax (GST) registration certificate.	
9	Self-Attested copy of document showing current insurance of the vehicle	
5	Category of organization	
6	SSI registration No. & valid upto (a copy should be enclosed)	
7	Earnest Money (Amount and in the form of DD) submitted	
8	Details of Earnest Money in DD, as submitted	
9	Excise duty rate, if applicable	
11	Whether agreed to :	
	a) Terms of payment	
	b) Guarantee clause	
	c) Security deposit clause	
	e) Inspection clause	
13	Offer valid up to	Bids shall remain valid for 6 (six) calendar months after the date of bid opening prescribed by TSECL.
14	The price should be Firm.	Firm
15	Desired Delivery schedule of TSECL	
	a) Commencement : shall be reckoned from 15th day of the date of supply order.	

SIGNATURE OF THE TENDERER WITH OFFICE SEAL



Annexure-X

CHECK LIST

Tenderers are required to upload the scan copy of all the documents, required as per tender specification and NIT and verify before submission of Tender and also upload the Check list in the following format, duly digitally signed.

Sl. No.	Scanned Copy of Documents to be uploaded	To be submitted in cover	Submitted (Y/N)
1	Tender Fee (Scanned copy)	Bid Envelop-I(Technical Bid)	
2	Earnest Money Deposit (Scanned copy)	Bid Envelop-I(Technical Bid)	
3	Price schedule in un-priced condition (Annexure-XIV). (Unpriced Price Schedule should contain offered quantity, applicable percentage only in respect of GST as applicable)	Bid Envelop-I(Technical Bid)	
4	Notice Inviting Tender	Bid Envelop-I(Technical Bid)	
5	Addendum / corrigendum, if published	Bid Envelop-I(Technical Bid)	
6	Schedule of bids duly filled in	Bid Envelop-I(Technical Bid)	
7	Declaration Sheet	Bid Envelop-I(Technical Bid)	
8	Deviation Sheet	Bid Envelop-I(Technical Bid)	
9	Check List	Bid Envelop-I(Technical Bid)	
10	Guaranteed Technical Particulars	Statutory cover (Technical proposal)	
11	Summary statement of average annual turnover	Bid Envelop-I(Technical Bid)	
12	Statement of orders executed	Bid Envelop-I(Technical Bid)	
13	List of Type Test Reports	Bid Envelop-I(Technical Bid)	
14	Proforma for undertaking to be submitted by the Bidder	Bid Envelop-I(Technical Bid)	
15	Format of Letter of Bid	Bid Envelop-I(Technical Bid)	
16	Proof of Original Equipment Manufacturer	Bid Envelop-I(Technical Bid)	
17	PAN card	Bid Envelop-I(Technical Bid)	



18	Current Professional Tax clearance certificate and VAT/CST registration certificate	Bid Envelop-I(Technical Bid)	
19	If there is no Professional Tax in any state, a declaration should be given.	Bid Envelop-I(Technical Bid)	
20	Banker's certificate regarding financial capability issued within last one year from the date of opening of Tender.	Bid Envelop-I(Technical Bid)	
21	Annual turnover for last three financial years.	Bid Envelop-I(Technical Bid)	
22	Purchase Orders, Inspection Offer letter, Despatch Instructions, Signed Challans etc. in support of completion of supply of the item against a particular contract.	Bid Envelop-I(Technical Bid)	
23	Detailed Type Test Report carried out within last three years.	Bid Envelop-I(Technical Bid)	
24	List of Orders in hand, along with Order values to be executed within one year of bid submission.	Bid Envelop-I(Technical Bid)	
25	Bill of Quantities.	Bid Envelop-II(Financial Bid)	

Signature with Designation & Seal