



SECTION -I
(DOMESTIC COMPETITIVE BIDDING)
(SINGLE STAGE TWO ENVELOPE BIDDING)

NIeT No: DGM/TD/AGT/NIeT/2025-26/04 Date:07.07.2025

- 1.0** The Deputy General Manager Transmission Division , TPTL, Agartala invites the tender on behalf of TPTL from the resourceful experienced manufacturer / local (**Tripura State**) SSI manufacturer for supply of the following materials through Government e-procurement portal <https://tripuratenders.gov.in>

Item No.	Description of items and NIT No.	Qty.	Estimated Cost	Earnest Money	Completion period
	Procurement of EHV Grade new Transformer oil conforming to IS: 3351/1993 with latest amendment for different Sub-Station of TPTL DIeTNo:DGM/TD/AGT/DNIeT/2025-26/04 Dated- 05-07-2025.	50 KL	Rs. 66,90,600.00 Inclusive all taxes & duties	Rs. 1,33,812.00	45(Forty five) Days followed by delivery schedule.
<ul style="list-style-type: none">Bids shall be rejected if the offer is submitted without Earnest Money or with adequate Earnest money i.e. less than the prescribed fee mentioned in the NIT and Tender Fee / e-tender processing fee Rs. 10,000Earnest money deposit shall be 2% of the Estimated Value put to tender.If the offer is submitted with inadequate Earnest money i.e. less than 2% of the Estimated value put to tender the bid shall be rejected.					

- 2.0** This NIeT for the above work will appear in National Newspapers and State Newspapers English and Bengali edition simultaneously once. The complete Bidding Documents / Additional terms & condition (ATC) shall be available at e-procurement portal <http://tripuratenders.gov.in> , www.tsecl.in & www.tptl.co.in from 09.07.2025. Interested bidders can download the Bidding Documents and commence preparation of bids to gain time.

- 3.0** Eligible bidders shall participate in tender online through the government e-procurement Portal at <http://tripuratenders.gov.in>. There is no provision to drop tenders physically (Hard copy).Tender shall be uploaded/submitted in a two-bid system as per e-procurement Portal.

4.0 Scope of Work :

Scope of work covered under this package includes engineering, design, manufacture, testing, supply, transportation F.O.T. at 132 KV, Grid Sub-Station , SurjamaniNagar, Agartala, freight & insurance, unloading & stacking of materials, until the materials are formally received by the consignee, as per approved technical specification in this tender document.

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

- 5.0** 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.



CRITICAL DATES:

i	Completion period :	90 (Ninety) days.
ii	Date of Publishing of tender :	09/ 07 / 2025
iii	Period of downloading of Bidding Documents at http://tripuratenders.gov.in :	From: - 09 /07 / 2025 To:- 24/ 07 / 2025
iv	Period of Seeking clarifications :	From: - 10/ 07 / 2025 To: 14/ 07 / 2025 11.00 A.M.
v	Time and date of Pre-Bid Meeting:	15 / 07/ 2025 at 3.00 P.M
vi	Place of Pre-Bid Meeting:	O/o the Dy. General Manager, Transmission Division, TPTL, 79-Tilla, Agartala, Tripura, Pin: 799006 Email: dgmtdagt@gmail.com
vii	Bid submission End Date:	24/07 / 2025 Up to 5.00 P.M.
viii	Time and Date of Opening Technical Bid/Bids:	25 /07 / 2025 at 3.30 P.M.
ix	Time and Date of Opening Price/Financial Bid:	To be notified after Technical Evaluation
x	Place of Opening Bids:	O/o the Dy. General Manager, Transmission Division, TPTL, 79-Tilla, Agartala, Tripura, Pin: 799006 Email: dgmtdagt@gmail.com
xi	Bid Validity:	180 (One hundred Eighty) days from the date of Opening of Technical Bid.
xii	Officer inviting Bids (TPTL):	O/o the Dy. General Manager, Transmission Division, TPTL, 79-Tilla, Agartala, Tripura, Pin: 799006 Email: dgmtdagt@gmail.com

6.0 The detailed Qualifying Requirements (QR) is given in the Standard Bidding Documents (SBDs).

7.0 Earnest Money Deposit(EMD):-

- 9.1. EMD are to be paid electronically using the Online Payment Facility provided in the Portal.
- 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 Nationalised Bank having Branch at Agartala in the format provided in Annexure in section – V of this NIT in favour of **Tripura State Electricity Corporation, Agartala**. 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 actual delivery period plus guarantee period against the item (CPG is to be extended further subject to actual delivery period).
- 10.2 On receipt of the “Performance Bank Guarantee” from the selected bidder, the department shall scrutinize the received instrument 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 encash 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 No agent / Trader is allowed to participate in the Tender. Genuine manufacturers will only be allowed to participate in the tender.
- 17.0 Submission of Bids:

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

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

Envelop-I (Technical Bid):

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

A. Non-Statutory:

All the below-mentioned documents/certificates are to be uploaded after login in the e-procurement portal **<http://www.tripuratenders.gov.in>**

Sl.	Folder Name	Documents to be uploaded
1.	Mfg lic	Company Details: Registration certificate of the manufacturer. Audit report.
2.	NIT Documents	Corrigendum, if published
3.	Machinery Details	Machinery & Manpower in possession of the firm:
4.	Tax related document	IT PAN GSTIN registration
5.	Financial details	Audited Balance Sheets of last three financial years with auditor's certificate regarding annual turnover from contracting business in each year.
6.	Misc. document	Any other documents found necessary

B. Statutory Documents:

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



TRIPURA POWER TRANSMISSION LIMITED
Procurement of EHV Grade new Transformer Oil

Sl.	Folder Name	Documents to be uploaded
1.	Cost of Tender form and EMD	Tender fee and EMD are to be paid electronically using the Online Payment Facility provided in the Portal and paper of Online Payment of the same if any.
2.	Exemption certificate (if applicable)	Exemption certificate if applicable in case of local SSI units needs to be furnished against submission of E.M.D.
3.	Procurement Preference	Photo copy of eligibility certificate for getting procurement preference benefit under Tripura Industrial Investment Promotion Incentive Scheme (TIIPIS) certificate issued by the Dept. of Industries, Govt. of Tripura.
4.	BIS certificate	Certificate from the Bureau of Indian Standards for manufacturing of tendered item having validity as on the date of opening of the tender
6	Type test report	Type test Report from NABL Accredited & BIS Recognized laboratory .The type test certificates shall not be more that 5 years old from the date of opening of the tender.
7	GTP	Gguaranteed Technical Particulars of the tendered item duly filled in and signed by the bidder
8.	Performance Certificate.	The intending bidder should ensure 30% supply against tendered items during last 5(five) years in different reputed Power utilities as per Annexure in Section-V of this NIT. Compliance of the order executed quantity within in the delivery period with respect to supply order shall be strictly followed failing which bidder shall be treated as non-responsive.
9.	NIT	NIT & Bid document.
10.	Annexure	All annexure with supporting documents/certificates specified in the Bid Document in single PDF.

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

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

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

20.0 For any clarifications related to NIT/Bid Document/ATC, bidder(s) are requested to contact:

Deputy General Manager Transmission Division.

79-Tilla, Agartala, West Tripura, Pin: 799006.

E-mail: dgmtdagt@gmail.com

Contact: 9436474667.

21.0 Addendum / amendments / corrigendum:

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

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

22.0 TPTL reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

Deputy General Manager Transmission Division.

79-Tilla, Agartala, West Tripura, Pin: 799006.

E-mail: dgmtdagt@gmail.com

Contact: 9436474667.



SECTION-II

INSTRUCTION TO BIDDERS

1.0 GENERAL INSTRUCTIONS

The bidders are to satisfy themselves by actual site visit to the site of materials (F.O.T.) as regards the prevailing condition of approaches, transportation facilities availability of laborers and availability of materials etc. before submission of bid. No claim on this account will be entertained at any stage.

Store Location: **Store yard of the Sr. Manager, 132 KV Grid Sub-Station Surjamaninagar , Agartala.**

2.0 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 shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.0 THE BIDDING DOCUMENT

3.1 CONTENTS OF BIDDING DOCUMENTS

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

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

- a. Section - I : Notice Inviting Tender;
- b. Section - II : Instructions to Bidders;
- c. Section - III : General Terms & Conditions of Contract;
- d. Section - IV : Technical Specification with Drawing;
- e. Section - V : All Annexure / Formats / Forms.

3.2 UNDERSTANDING OF BIDDING DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder's risk and rejection of Bid.

4.0 CLARIFICATIONS ON BIDDING DOCUMENTS

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



- 4.2 Verbal clarification and information given from any offices of TPTL or its employee(s) or representative (s) shall not in any way be binding on TPTL.

5.0 CORRIGENDUM / AMENDMENT TO BIDDING DOCUMENTS

- 5.1 At any time prior to the deadline for submission of bids, TPTL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment (s).
- 5.2 The amendment(s) will be published in the e-procurement portal at <http://tripuratenders.gov.in>. Registered Bidders shall be notified of the related Corrigendum(s) by e-mail. However, TPTL shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Bidders are requested to visit the site frequently to check whether there is any related Corrigendum or not.
- 5.3 In order to afford prospective bidders reasonable time to take the corrigendum/amendment into account in preparing their bids, TPTL may, at its discretion, extend the deadline for submission of bids.
- 5.4 Such corrigendum/amendment, clarifications, etc shall be binding on the bidders and shall be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the Bid.

6.0 PREPARATION OF BIDS

6.1 LANGUAGE OF BID

The Bid prepared by the Bidders and all correspondence and documents relating to the bid, exchanged by the Bidder and TPTL, shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

7.0 LOCAL CONDITIONS

- 7.1 It shall be imperative on each bidder to fully inform him of all local conditions and factors, which may have any effects on the execution of the contract covered under these documents and specifications. **The Owner shall not entertain any request for clarification from bidders, regarding such local conditions.**
- 7.2 It must be **understood and agreed that such factors as above have properly been investigated and considered while submitting the proposals.** No claim for financial adjustment to the Contract awarded under these specifications and documents shall be entertained by TPTL. Neither any change in the **time schedule** of the Contract nor any **financial adjustments** arising thereof shall be permitted by TPTL.

8.0 DOCUMENTS COMPRISING THE BID

The Bid shall be submitted in 2(two) parts, post registration in the e-procurement portal, as under:

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

1. Containing Earnest Money as per the stipulations described under the title “Notice Inviting Tender” of Section 1 in this Bid Document. No financial aspect will be entertained in technical bid.
2. Containing Documentary Evidence of the Bidder in fulfilling the **requirements as indicated hereunder and** in the NIT / Bid Document.



- i. Exemption certificate on EMD, if applicable in case of local SSI units (Tripura).
 - ii. The intending bidder should ensure 30% supply against tendered items during last 5(five) years in different reputed Power utilities as per Annexure in Section-V of this NIT. Compliance of the order executed quantity within in the delivery period with respect to supply order shall be strictly followed failing which bidder shall be treated as non-responsive.
 - iii. Photo copy of Manufacturer(s) Registration Certificate issued by the Deptt. of Industries.
 - iv. Photo copy of PAN Card and GST Registration Certificate of the last quarter of the previous financial year.
 - v. TCC of current validity shall be attached (for State based Vendors only).
 - vi. Copy of **balance sheet** of the bidder (audited by Chartered Accountant) in support of annual turnover for the last 3 (three) years.
 - vii. **Photo** copy of eligibility certificate issued by the Dept. of Industries, Govt. of Tripura for getting **procurement preference benefit** against the SSI registered firm must be accompanied with the bid document as per norms of the state Govt. matching with TPTL purchase policy (**15% w.r.t 1st lowest rate of outside bidder**) for evaluation of tender.
 - viii. The credential of the participants with reference to quality of recent / past supplies to TPTL will be considered as a criterion among others.
 - 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 NIT).**
 - x. Type Test Reports carried out within 5(five) years as from the date of opening of the tender. (As per Format , annexed in Section-V of this NIT).
 - xi. Banker’s certificate regarding financial capability issued within last one year from the date of opening of tender.
 - xii. Satisfactory evidence of authority of the person signing on behalf of the Bidder (Power of Attorney / Partnership etc.)
 - xiii. Notwithstanding anything contained herein above, the TPTL reserves the right to assess the capacity and capability of bidder to execute the work.
 - xiv. 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 TPTL authority, for verification and authentication of submitted documents.
- 3. Containing Bidders Technical Proposal, GTP (format enclosed), etc. along with his Commercial Terms, Payment Terms in conformity with the Bid Documents.**

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

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

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).

9.0 SCOPE OF THE PROPOSAL

- 9.1 The scope of the proposal shall cover all the items specified under the accompanying Technical Specification & **Bidding Schedule**. It shall include the following :



- i. Detailed design of the items as applicable.
 - ii. Providing **Guaranteed Technical Particulars** of Equipment / Materials as per format enclosed.
 - iii. Information to be furnished by the tenderer /bidder for appraisal of firm's capability & capacity to manufacture tender item as per requirement to tender enquiry Format-(enclosed).
 - iv. Detail of Testing Facilities at manufacturer works as per requirement to tender enquiry Format (enclosed).
- 9.2 Bids containing deviations from provisions relating to the following clauses shall be considered as '**non-responsive**':
- a) Price Basis and Payments & Price Adjustment:
(Section-II) & (Section-III,)
 - b) Bid Guarantee: Section-I
 - c) Contract Performance Guarantee: Section-I
 - d) Liquidated Damages: General Condition of Contract (Section-III)
 - e) Guarantee: Section-III
 - f) Payment: Section-III.
- The determination of a Bid's responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 9.3 Bids not **covering the above entire Scope of Work** shall be treated as incomplete and hence rejected.
- 10.0 BID PRICE**
- 10.1 The Bidder shall quote **variable** unit rates(as per IEEMA guideline as mentioned in Section-IV of this bid document) in the Financial Part of the Tender.
- 11.0 ALTERNATE PROPOSALS**
- 11.1 Bidder shall submit offers that comply with the requirements of the bidding documents, **including** the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.
- 12.0 PRICE BASIS AND PAYMENTS**
- 12.1 The bidders shall quote in their proposal price for the entire Scope of Supply covered under the Technical Specification as required in the "How to Quote Price" in this Section followed by BOQ.
- 12.2 Bidder shall indicate Bid prices in Indian Rupees only.
- 13.0 TAXES AND DUTIES**
- 13.1 All applicable taxes, transportation, freight and insurance 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 TPTL.
- 13.2 Any statutory increase in GST, beyond, beyond prevailing rate at the time of delivery shall be payable on production of documentary evidence during contractual delivery period. Benefit of statutory decrease in the rate of Excise Duty below the prevailing rate during bidding shall be passed on to TPTL.



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

13.4 GST or any other tax, as applicable on services rendered shall be responsibility of the bidder. TPTL shall not bear any liability on this account.

14.0 TIME SCHEDULE

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

14.2 The requirement of **completion schedule** for the supply/works is mentioned in Section – I of this document.

14.3 The **completion schedule** as stated in Section – I shall be one of the major factors in consideration of the Bids.

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

14.5 The delivery shall be completed **within 45 (Forty five) days** and shall be reckoned from 15th Day of the date of issue of the supply order.

Levy will be imposed as per clause no 14.0 of Section-III, if delivery schedule is violated.

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

14.6 TPTL may place repeat **order @ 25%** quantity/value of original ordered LOA and the validity of repeat order will be 12 months from issuance of original Purchase Order/ LOA in same terms and condition.

15.0 CONTRACT QUALITY ASSURANCE

15.1 The Bidder shall include in his proposal, the **quality assurance programme** containing the overall **quality management and procedures** which he proposed to follow in the performance of the supply/works during various phases, as detailed in relevant clause of the General Technical Conditions.

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

16.0 INSURANCE

The bidder's insurance liabilities pertaining to the Scope of supply / Work is detailed out in clauses titled insurance in General Terms & Conditions of Contract. Bidder's attention is specifically invited to these clauses. The bid price shall include all the cost in pursuance of fulfilling all the insurance liabilities under the Contract. The bidders shall replace the defective materials as desired by TPTL and all insurance matters are to be settled by the bidders at his own cost.

17.0 BRAND NAMES

17.1 The specific reference in these specifications and documents to any material/ equipment by brand name, make or catalogue number shall be construed as establishing standards of quality and performance and not as limiting competition. However, Bidders may offer other similar material/equipment provided they meet the specified standard, design and performance requirements.



The Bidder shall furnish adequate technical information about such alternative material/equipment to enable TPTL to determine its acceptability. TPTL shall be the sole judge on the acceptability of such alternative material /equipment.

- 17.2 The Bidder shall note that standards for workmanship, material and equipment and reference to brand name or catalogue numbers designated by the Owner in its Technical Specification are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand name and/or catalogue numbers in its Bid, provided that it demonstrates to the Owner's satisfaction that the substitutions are substantially **equivalent or superior** to those designed in the Technical Specification.

18.0 BID GUARANTEE

- 18.1 The Bidder shall furnish, as part of its Bid, earnest money for an amount as specified in the **Notice Inviting Tender (NIT)** which is to be paid electronically using the Online Payment Facility provided in the Portal.

- 18.2 The earnest money is required to protect TPTL against the risk of Bidder's conduct, which would warrant the **earnest money forfeiture pursuant to Para 18.6.**

- 18.3 The earnest money shall be deposited as per specified in NIT.

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

- 18.5 **The earnest money of the unsuccessful Bidders shall be discharged /returned as promptly as possible but not later than 90 days after the expiration of the period of bid validity prescribed by the Owner.**

- 18.6 **The earnest money shall be forfeited:**

- a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the bid form; or
- b. In case of a successful Bidder fails:
 - i) to sign the contract; or
 - ii) to furnish the 'Contract Performance Guarantee'.

- 18.7 No interest shall be payable by TPTL on the above earnest money.

19.0 PERIOD OF VALIDITY OF BIDS.

- 19.1 Bids shall remain valid for **6 (Six) calendar** months after the date of **bid opening** prescribed by TPTL, unless otherwise specified in the accompanying. A Bid valid for a shorter period shall be rejected by TPTL as **non-responsive**.

- 19.2 In exceptional circumstances, TPTL 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 fax or email). The Earnest money provided under **Section – I** shall also be retained upto the extended period. No interest shall be payable by TPTL 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

20 FORMAT OF BID

- 20.1 Bids are to be submitted online through the website, and as, stated in Clause 8.0 of ITB of Section-II and as per NIT. All the documents uploaded by the Employer form an integral part of the contract.



Bidders are required to upload all the bidding documents along with the other documents, as asked for in the Bid, through the above website and within the stipulated date and time mentioned in the Tender.

- 20.2 Tenders are to be submitted in two folders at a time for each supply/work, one for Technical Proposal and the other for Financial Proposal. The Bidder shall carefully go through the requirements and prepare the required documents to be uploaded.
- 20.3 The bidder shall scan all the documents before uploading and all scanned documents shall be of 100 dpi resolution in Portable Document Format (PDF). The scanned documents shall be uploaded in the designated locations of Technical Bid and Financial Bid, as prompted by the e-Procurement website.
- 20.4 For any clarification related to NIT/ATC, bidder(s) are requested to contact:

Deputy General Manager Transmission Division.
79-Tilla, Agartala, West Tripura, Pin: 799006.
E-mail: dgmtdagt@gmail.com
Contact: 9436474667.

21 SIGNATURE OF BIDS

- 21.0 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s) and as per Section I & II of the BID.
- 21.1 Bids by Corporation / Company must be signed with the **legal name of the Corporation/Company** by the President, Managing Director or by the Secretary or other person or persons authorized to Bid on behalf of such Corporation / Company in the matter.
- 21.2 A Bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent', or other designation without disclosing his principal shall be rejected.
- 21.3 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.
- 21.4 The Bidder's name stated on the proposal shall be exact legal name of the firm.
- 21.5 Bids not conforming to all the above requirements of para 21.0 above may be disqualified.
- 21.6 The original tender document shall be **digitally signed** by the bidder and will be uploaded during the e-Bid as part of the financial bid.
- 21.8 The Bidder shall have to give a DECLARATION that he /they have gone through the details of the bidding document as per format appended herewith.

22 UPLOADING OF BIDS

The Bidder shall have to upload the necessary documents only in clear visible condition in the website mentioning NIT No., Tender ID and the Bidders Name & Address.

23 DEADLINE FOR SUBMISSION OF BIDS

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

24 MODIFICATION AND WITHDRAWAL OF BIDS

- 24.1** Withdrawal of Bid is permitted.



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

25 INFORMATION REQUIRED WITH THE PROPOSAL

- 25.1** The Bids must clearly indicate the name of the manufacturer, the type of model of each principal item of equipment proposed to be furnished and supplied. The Bid shall also contain drawings and descriptive materials indicating general dimensions, principles of operation, the extent of pre-assembly involved, major construction equipment proposed to be deployed, method of manufacturing and the proposed supplier organizational structure.
- 25.2** **The above information shall be provided by the Bidder in the form of separate sheets, drawings, catalogues, etc.**
- 25.3** Any bid not containing sufficient descriptive material to describe accurately the equipment proposed, shall be treated as incomplete and hence rejected. Such descriptive materials and drawings submitted by the Bidder shall be retained by TPTL. Any major departure from these drawings and descriptive material submitted shall not be permitted during the execution of the Contract without specific written permission of TPTL.
- 25.4** Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter shall not be considered.
- 25.5** Standard catalogue pages and other documents of the Bidder may be used in the Bid to provide additional information and data as deemed necessary by the Bidder.

BID OPENING AND EVALUATION

26 OPENING OF BIDS BY TPTL

- 26.1** The Employer will designate Tender Opening Authority for each and every Bid separately, and the Technical bids will be opened online by them at the time and date, as specified in the NIT/ Standard Bid Documents.
- 26.2** All the Statements, Documents, Certificates, Demand Draft / Bank Guarantee etc. uploaded by the Bidders will be verified for technical evaluation. The clarifications and particulars, if any, required from the bidders, will be obtained by addressing the bidders directly. The technical bids will be evaluated against the specified parameters/ criteria mentioned in the BID, and in the same process as done in the case of conventional tenders. The technically qualified bidders will be identified and considered for their Financial Bid opening. The result of Technical Bids evaluation shall be displayed in the e-procurement portal and all the Bidders who have participated in the Tender will be able to access the same.
- 26.3** The Bidders or their authorized representatives may remain present at the time of opening of the tenders. Either the Bidder himself or one of his representative with proper authorization only will be allowed at the time of tender opening. If any of the Bidders is not present at the time of opening of tenders, the tender opening authority will, on opening the tender of the absentee Bidder, read out and record the deficiencies if any, and this will be binding on the Bidder.
- 26.4** The Minutes of the Technical bid opening shall be recorded and signed by the Tender Opening Authority as well as Bidders or their Authorized Representatives present and the same shall be uploaded and can be accessed in the e-procurement portal.
- 26.5** The Price bids/Financial bids of all the technically qualified bidders will be opened by the concerned Tender Opening Authority at the specified date and time. The same can be tracked through the e-procurement portal by all the technically qualified bidders who participated in the tender. However, Qualified Bidders or their authorized representatives may remain present at the Price Bid (Financial bid) opening.
- 26.6** The Financial Bid's Item-wise Rates and total amount shall be read out, Minutes of the Bid opening shall be recorded and the Bidder's signatures will be taken in the minutes. The result of financial bids (Price bids) evaluation shall be displayed in the e-procurement portal and Bidders can access the same.



- 26.7 The 'BOQ comparative chart' generated & displayed from the e-procurement portal, after the opening of financial Bid (which will be displayed as 'BOQ comparative chart' at financial bid opening summary page), will not be final.
- 26.8 Employer will prepare comparative Statement as per the decision of the Financial Bid Evaluation Committee in the Employer, which will be appropriately displayed in the e-procurement portal (this will be displayed at financial bid opening summary page).
- 26.9 The Price Bid /Financial Bid of the Unqualified Bidders will not be opened.

27 CLARIFICATION OF BIDS

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

28 PRELIMINARY EXAMINATION

- 28.1 TPTL shall examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.
- 28.2 The Bidder shall ensure that the prices furnished by him are complete. In the case of not quoting of rates of any item (supply), TPTL shall be entitled to consider the highest price of the tender for the purpose of evaluation and for the purpose of award of the Contract, use the lowest prices of the tender.
- 28.3 Prior to the detailed evaluation, TPTL shall determine the substantial responsiveness of each Bid w.r.t. Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment or which limits in any way the responsibilities or liabilities of the Bidder or any right of TPTL as required in these specifications and documents. TPTL determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 28.4 A Bid determined as not substantially responsive shall be rejected by TPTL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 28.5 TPTL may waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

29 COMPARISON OF BIDS

- 29.1. Evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated Bid and, as a result of this comparison, the lowest Bid shall be selected for consideration of award of the Contract.

30 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by TPTL to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Owner and/or his employees/representatives on matters relating to the bids under consideration. TPTL, if necessary, shall obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders shall not be permitted to change the substance of the bids after the bids have been opened.



AWARD OF CONTRACT

31 AWARD CRITERIA

- 31.1. TPTL 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. TPTL shall be the sole judge in this regard.
- 31.2. Further, TPTL 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.
- 31.3. On being Awarded with LOA (Letter of Award), the successful bidder should confirm the unconditional acceptance of LOA duly signed with stamp.

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

- 32.1. TPTL 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.

33 NOTIFICATION OF AWARD

- 33.1. Prior to the expiration of the period of bid validity and extended validity period, if any, TPTL shall notify the successful Bidder in writing by registered letter or by telex or FAX or email, to be confirmed in writing by registered letter, that his Bid has been accepted.
- 33.2. The Notification of Award / Letter of Award shall constitute the formation of the Contract.

34 Concession & Procurement Preference

No price preference will be allowed to any tenderer based on the size of the industry or its geographic location. Co-operative Society will not be considered with separate status. But the Local SSI Unit of Tripura State only will get **procurement preference** as per norms of Industrial policy, Govt. of Tripura.

35 SIGNING OF CONTRACT

- 35.1. At the same time as TPTL notifies the successful Bidder that its bid has been accepted, TPTL shall send the Bidder the detailed Letter of Award.
- 35.2. **Within 15(fifteen) days** of receipt of the detailed Letter of Award, the successful Bidder shall convey in writing unconditional acceptance of the Letter of Award and shall attend the respective office of TPTL for signing the contract agreement.

36 CONTRACT PERFORMANCE GUARANTEE

- 36.1. On award of work the successful bidder shall have to deposit a contract performance guarantee (CPG) equivalent to **5% of the LOA value** / Supply order value in the shape of Demand Draft in favour of Tripura State Electricity Corporation Limited from any schedule Bank guaranteed by Reserve Bank of India, payable at Agartala or in the shape of Bank Guarantee from a Public sector / scheduled Indian Bank guaranteed by Reserve Bank of India. The CPG shall remain valid for actual delivery period plus guarantee period against the item (CPG is to be extended further subject to actual delivery period).

The Bank Guarantee should be executed in line with enclosed Proforma (Annexure-IX) and on non-judicial stamp paper of Rs.100/=. **The CPG is liable to be forfeited in case of non-compliance of order or failure to complete the order. Order is liable to be cancelled for non-submission of CPG in time with forfeiture of earnest money.** No claim shall be made against TPTL in respect of interest on CPG.



It shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. The earnest money deposited at the time of tender shall be adjusted with the contract performance guarantee.

The contract performance guarantee submitted in the shape of Bank guarantee shall be valid upto guarantee period.

- 36.2. The Performance Guarantee shall cover additionally the following guarantees to TPTL:
- a. The successful Bidder guarantees the successful and satisfactory operation of the equipment supplied under the Contract, as per the specifications and documents.
 - b. The successful Bidder further guarantees that the equipment supplied by him shall be free from all defects in design, material and workmanship and shall upon written notice from TPTL fully remedy free of expenses to TPTL such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the General Terms and conditions.
- 36.3. The Contract Performance Guarantee is intended to secure the performance of the entire contract.
- 36.4. The Contract performance Guarantee submitted in the shape of demand draft shall be returned to the Contractor without any interest at the end of successful completion and commissioning of the supply against a Bank Guarantee of equivalent amount from any Public Sector / scheduled Indian Bank valid upto the Guarantee period. The Bank Guarantee such deposited shall be discharged after expiry of Guarantee period.
- 36.5. **The contract performance Guarantee shall be forfeited: -**
- a) **If the supplier fails to start the supply as per approved BAR CHART for reasons solely rest on him.**
 - b) **If the supplier left / suspends the supply without prior written intimation to the owner's Engineer in charge of the work stating the reasons for such suspension of supply.**
 - c) **If the supply left / suspends the work of supply for reasons which are not acceptable to TPTL.**

37 CORRUPT OR FRAUDULENT PRACTICES

- 37.1. TPTL expects the bidders / suppliers / contractors to observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, TPTL
- a. defines, for the purpose of this provision, the terms set forth below as follows;
 - I. "Corrupt practice" means offering, giving, receiving or soliciting of anything of value to influence the action of a official in the procurement process or in contract execution, and
 - II. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the owner, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the owner from the benefits of free and open competition.
 - b. Will reject a proposal for award if it determines the bidder recommended for award has engaged a corrupt or fraudulent practice in competing for the contract in question.
 - c. Will declare a firm ineligible, either indefinitely or for a stated period of time, if TPTL at any time determines that the firm has engaged in corrupt / fraudulent practices in competing for, or in executing the contract.



SECTION-III

GENERAL TERMS & CONDITIONS OF CONTRACT

A. INTRODUCTION

1.0 DEFINITION OF TERMS

- 1.1 'The Contract' means the agreement entered into between Tripura State Electricity Corporation Limited and Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 'Owner' shall mean **TRIPURA POWER TRANSMISSION LIMITED (TPTL)** and shall include their legal representatives, successors and assigns.
- 1.3 '**Contractor**' or '**Manufacturer**' shall mean the Bidder whose bid shall be accepted by TPTL 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 TPTL.
- 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 TPTL 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 TPTL or any person nominated by TPTL from time to time, to inspect the equipment, stores or Works under the Contract and/or the duly authorized representative of TPTL.
- 1.15 '**Notification of Award of Contract**'/'**Letter of Award**'/'**Telex of Award**' shall mean the official notice issued by TPTL 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 TPTL.
- 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 TPTL.
- 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 TPTL 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 TPTL, 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 TPTL to be available for continuous operation at different loads upto and including rated capacity.** Such declaration by TPTL, 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 workmanship 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 TPTL as a basis for Bid Proposals.
 - b) Supplementary drawings furnished by TPTL 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 TPTL.**
 - d) Drawings furnished by TPTL 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 STANDARDS

The Goods supplied under this Contract shall conform to the standards mentioned in the Various Technical Specifications and when no applicable standard is mentioned to the authoritative standard appropriate to the Goods and such standards shall be the latest issued by the concerned institution.

4.0 LANGUAGE AND MEASURES

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

5.0 CONTRACT DOCUMENTS

5.1 The term "Contract Documents" shall mean and include the following which shall be deemed to form an integral part of the Contract:

- a) Invitation of Bid including letter forwarding the Bidding Documents, Instructions to Bidders, General Terms and Conditions of Contract, Erection Conditions of Contract and all other documents included under the Special Conditions of Contract and various other sections.
- b) Specifications of the equipment to be furnished 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 TPTL 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 TPTL.
- e) Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of contract if any.

6.0 USE OF THE CONTRACT DOCUMENTS AND INFORMATION

The Supplier/Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Supply 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 TPTL.

7.0 JURISDICTION OF CONTRACT

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

8.0 MANNER OF EXECUTION OF CONTRACT

- 8.1 The supplier/contractor should attend the concerned office of TPTL 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 TPTL.**

- 8.3 The Supplier/ Contractor shall provide **free of cost to TPTL** 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 TPTL 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.**

9.0 ENFORCEMENT OF TERMS

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

10.0 COMPLETION OF CONTRACT

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

11.0 TIME – THE ESSENCE OF CONTRACT

- 11.1 The time and the date of completion of the Contract as stipulated in the Contract by TPTL 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 TPTL and the dates by which such facilities are needed. The supplier/ Contractor shall discuss with TPTL for finalization and approval of the Bar Chart by TPTL. 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 TPTL. The interface facilities to be provided by TPTL 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 TPTL computer environment and furnished to TPTL on such media as may be desired by TPTL.

12.0 EFFECTIVENESS OF CONTRACT

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

13.0 EXTENSION OF TIME

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

a) The supplier/contractor must apply to the Engineer-in-charge in writing for extension of time in writing so required justifying the necessity.

b) Such application must state the grounds which hindered the supply/contractor in the execution of the work within the time as stipulated in the contract document/agreement.

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.

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

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

14.0 LIQUIDATED DAMAGES

In case the materials are not delivered within the time stipulated in the order, the supplier shall pay to purchaser, the liquidated damages to be determined by the purchaser as

0.5% of the delivered price of the delayed goods or un-performed services for each week of delay until actual delivery or performance subject to a maximum deduction of **5%** of the delayed goods/services price. Due consideration may be given for Force Major condition for which documentary evidence shall be provided to the satisfaction of TPTL.

15.0 GUARANTEE

- 15.1 The materials which are to be supplied shall be guaranteed for a period of **18 months from the date of receipt at the stores of the Utility or 12 months from the date of commissioning, whichever is earlier.**

The materials found defective within the above guarantee period shall be repaired /replaced by the supplier free of cost within three month of receipt of intimation. If the defective materials are not repaired/ replaced within the specified period, the purchaser shall recover an equivalent amount plus 15 % supervision charges from any of his bills or from the performance guarantee deposit.



16.0 DEFENCE OF SUITS

If any action in court is brought against TPTL for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractors, or in connection with any claim based on lawful demands of Sub-Contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep TPTL, from all losses, damages, expenses or **decrees arising of such action.**

17.0 LIMITATION OF LIABILITIES

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

18 CHANGE OF QUANTITY

18.1 During the execution of the Contract, TPTL reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such variations shall not be subjected to any limitation for the individual items but the total variations in all such items including items not covered under the Contract shall be limited to **±25%.**

18.2 TPTL may place **repeat order @ 25% quantity/value of original ordered LOA** and the validity of repeat order will be 12 months from issuance of original Purchase Order/ LOA in same terms and condition.

19 PAKING, FORWARDING AND SHIPMENT

19.1 The Contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till the time of erection. The Contractor shall be held responsible for all damages due to improper package.

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

19.2 The Contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the owner's Engineer in charge of the work may require.

19.3 The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose materials forming each and every consignment dispatch to Site.

The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling, right from his works up to the Site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.

20 CO-OPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

The Contractor shall agree to cooperate with the TPTL's Consulting Engineers and freely exchange with them such technical information, as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The owner's Engineer in charge (**Deputy General Manager / Senior Manager**) of the work shall be provided with three copies of



all correspondence addressed by the Contractor to the consulting Engineers of TPTL in respect of such exchange of technical information.

21 NO WAIVER OF RIGHTS

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

22 CERTIFICATE NOT TO AFFECT RIGHT OF TPTL AND LIABILITY OF CONTRACTOR.

No interim payment certificate of the owner's Engineer in charge of the work, nor any sum paid on account by TPTL, nor any extension of time for execution of the Works granted by TPTL shall affect or prejudice the rights of TPTL against the Contractor or relieve the Contractor of his obligation for the due performance of the Contractor, or be interpreted as approval of the Works done or of the equipment furnished and no certificate shall create liability for TPTL to pay for alterations, amendments, variations or additional works not ordered, in writing, by the owner's Engineer in charge of the work or discharge the liability of the Contractor for the payment of damages whether due, ascertained or certified or not or any sum against the payment of which he is bound to indemnify TPTL, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of TPTL against the Contractor.

23 PRE-DISPATCH INSPECTION & TESTING:-

The materials/equipment shall be subjected to tests as per relevant Indian Standards and as per our technical specification. If the Indian Standard has the provision of routine tests, each material / equipment shall be subjected to those routine tests. In all such cases, while offering, test reports indicating the test results should be submitted in six copies to the inspecting authority of the Company as will be indicated in the Purchase Order. Delivery of the material / equipment shall be done after having the despatch clearance with approval of the supplier's test reports and the supplier should send intimation to this office regarding despatch of materials to stores immediately after despatch. No extra cost shall be charged for the above tests.

However, TPTL reserves the right to depute its Engineers / Third party for carrying out inspection and testing on the offered lot as per relevant Indian Standards and our Technical Specification and also reserves the right to reject either raw materials or finished products found to be not complying with the requirement of the specifications and standards. The supplier shall give at least 15 (fifteen) days prior intimation about the readiness of the materials/equipment at the works for testing and inspection. The supplier shall extend all facilities for such inspection and testing for which no extra cost shall be charged and the inspection report shall have to be signed jointly otherwise the offered lot(s) shall be treated as cancelled.

All expenses for lodging & boarding for conducting pre-dispatch acceptance test shall be borne by the supplier..

Number of inspecting engineer(s) shall be determined by the TPTL depending on quantity and methodology of testing.

TPTL reserves the right to carry out in-house testing of the supplied materials at destination stores, in presence of authorized representative of the Manufacturer. In case they do not be present, company shall Test unilaterally and their result will be binding on them. **In case the test results deviates from the inspection result carried out at Manufacturers' Works, the Company reserves the right to cancel the specific lot and in that event materials are to be replaced by the Manufacturer free of cost including the transportation from the site to their works and back.**



3(three) tier quality monitoring shall be adopted during pre-despatch inspection of materials at the manufacturing floor of the bidder. The bidder should also be liable to produce all type of documents required for pre-despatch inspection of materials.

23.1. RE-TESTING CHARGE

23.2. In case of failure to present the offered equipment / materials during inspection (fake offer) or failure in two consecutive inspections of any particular lot of offered materials / equipment, re-testing fee will be charged @ **Rs. 25,000/= (within the State of Tripura) & @ Rs.50,000/= (outside State) for carrying out each subsequent inspection** of that particular lot, after the re-offer. The date of re-offer will be the date of submission of re-offer along with W.T.C. & copy of Duplicate Carbon Receipt (D.C.R).

24 INSPECTION AFTER RECEIPT OF STORES

24.1 The purchaser shall have option to test the samples selected at random from the supply affected to ensure that the supplies conform in quality and workmanship to the relevant specifications and also conform to the approved sample.

24.2 Fifteen days advance intimation will be given to the suppliers to depute representative to witness the tests. If they fail to be present, the testing will be carried out in absence of their representative on the schedule date. If the materials fail, in above random sample testing, the lot will be rejected.

24.3 No testing charges would be recovered for the first testing. In case the repaired/ replaced supplied item fail again on testing, the charges for testing together with all incidental expenses incurred by the purchaser shall be borne by the suppliers. In such case TPTL may cancel the entire supply made and recover all payments given.

24.4 The materials supplied against the order and not conforming to the specifications shall have to be collected by the supplier at his cost, on refunding the amounts paid therefore, within 15 days of intimation of failure of materials on testing.

24.5 **One sample randomly selected from entire lot supplied under this NIT /P O may be subjected to type test at any Govt. recognized Lab for Type Test, the cost of which will be borne by the supplier.**

25 EXTENSION OF TIME:- TPTL may consider to grant extension of time for the completion of the supply if it is felt absolutely essential on fulfillment of following conditions by the bidder:-

a) The ‘Engineer in Charge’ may issue **provisional extension of time** as necessary in the interest of work , without prejudice to the right of TPTL to recover Liquidated damages in accordance with the provision of clause of Liquidated Damages of Section-III of the bid document, even in the absence of application from the contractor,

b) The successful bidder must apply to the Engineer-in-charge in writing (as per **Part-I** of the format given at **Annexure-XII**) for extension of time so required along with relevant documents in support of his request, justifying the necessity.

c) Such application (along with relevant documents in support of his request), must state the grounds which hindered the bidders in the execution of the work within the time as stipulated in the contract document / agreement.



- d) Such application must be made within 30 days of the date on which such hindrance had arisen.
- e) The Engineer-in-charge must be of the opinion that the grounds shown for the extension of time are reasonable and without extension of such time completion of the work is practically impossible.
- f) Such application will be processed within the provision of “Delegation of Power for TPTL” and will be conveyed to the contractor only after approval of the competent authorities of TPTL.
- g) The opinion of the Engineer-in-charge, whether the grounds shown for the extension of time are or are not reasonable, is final. If the Engineer-in-charge is of the opinion that the Grounds shown by the bidders are not reasonable and declines to the grant extension to time, the bidders cannot challenge.

CONTRACT SECURITY AND PAYMENTS

26 CONTRACT PERFORMANCE GUARANTEE

The Contractor shall furnish **Contract Performance Guarantee** as specified in Clause 10.0 of Section - I for the proper fulfillment of the Contract within Fifteen (15) days of “**Notice of Award of Contract.**”

27 PAYMENT:- The payment to the Contractor for the performance of the Works under the Contract will be made by TPTL as per the guidelines and conditions specified herein. All payment made during the Contract shall be **on account payments only**. The final payment will be made on completion of all Works and on completion of **Warranty / Guaranty Period** including fulfillment by the Contractor of all his liabilities under the Contract.

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

28 Due Dates for Payments:- TPTL will make progressive payment as and when the payment is due as per the terms of payment. No interest will be paid for delayed payment by TPTL if claimed by the supplier / contractor whatsoever.

29 Mode of Payment

Payment due on supply materials / services shall be made by the Authorized officer of TPTL through account payee cheque/RTGS/NEFT.

30 Terms of Payment

a) 100% Payment shall be made in accordance of the delivery schedule as stated, on receipt of the materials in good conditions at Store by the consignee subject to the deduction of levy if applicable and as guided in clause No. 27 to 30 of Section III of the NIT.

b) For tenderer(s) / supplier(s) outside the State of Tripura cheque will be drawn on S.B.I or other Schedule Bank, payable at the place where the supply order is placed.

c) For tenderer within the State of Tripura cheque will be drawn on S.B.I, T.L.A Branch or other Schedule Bank, Agartala.

d) Any terms of advance payments i.e. payments against dispatch documents / Bank documents will not be acceptable.

e) **In any circumstances, claim of interest on payment shall not be entertained.**



31 DEDUCTION FROM CONTRACT PRICE

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

32 TRANSFER OF THE TITLE

32.1 This **Transfer of Title of equipments** / materials shall not be construed to mean the acceptance and the consequent “Taking Over” of equipment and materials. The Contractor shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance with the specifications until “**Taking Over**” and the fulfillment of guarantee provisions of this Contract.

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

33 INSURANCE

33.1 The Contractor **at his cost shall arrange, secure and maintain all insurance** as may be pertinent to the Works and obligatory in terms of law to protect **his interest and interests of TPTL 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 TPTL. However, irrespective of such acceptance, the responsibility to maintain adequate **insurance coverage at all times during the period of “Construction & commissioning 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 TPTL 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.

33.2 Any loss or damage to the equipment or any material(specified in the Schedule) during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of **Construction & commissioning Contract**. The Contractor shall provide TPTL with copy of all insurance policies and documents taken out by him in pursuance of the **Construction & commissioning Contract**. Such copies of documents shall be submitted to TPTL immediately after such insurance coverage. The Contractor shall also inform TPTL in writing at least Sixty (60) Days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.

33.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) **workman compensation risks, loss or damage in transit, theft, pilferage, riot, strikes, social unrest and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc.** The scope of such insurance shall be adequate to cover the replacement / reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement / rectification value of all equipment/materials and to ensure their availability as per project requirements.

33.4 All costs on account of insurance liabilities covered under the Contract will be to



Contractor's account and will be included in Contract Price, However, TPTL may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the **Construction & commissioning Contract** will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premium amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premium, which may be available for higher volume or for reason of financing arrangement of the project.

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

34 LIABILITY FOR ACCIDENTS AND DAMAGES

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

35 DELAYS BY TPTL OR HIS AUTHORISED AGENTS

35.1 In case the Contractor's performance is delayed due to any act on the part of TPTL 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 TPTL has caused delay in the Contractor's performance of the Contract.

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

36 DEMURRAGE, WHARFAGE, ETC.

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

37 FORCE MAJEURE

37.1 Force majeure is herein defined as any cause which is beyond the control of the Contractor or TPTL 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 TPTL in writing of such causes, acceptance of which will be given by TPTL after verification.

37.2 The Contractor or TPTL 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.

38 SUSPENSION OF WORK:- TPTL 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 TPTL to the Contractor in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.

39 CONTRACTOR'S DEFAULT

39.1 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 TPTL's Engineer in charge (**Deputy General Manager**) of the work in connection with the works or shall



contravene the provisions of the Contract, TPTL 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 TPTL 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 TPTL 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 TPTL 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 TPTL 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 thereof 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 thereof as aforesaid 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.

39.2 In addition, such action by TPTL 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 TPTL 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.

40 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

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

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

40.3 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 TPTL is satisfied** that the legal representatives of the individual contractor or of the proprietor of proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, **TPTL 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 TPTL 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

41 SETTLEMENT OF DISPUTES

41.1 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.

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



42 ARBITRATION

- a) 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.
- b) The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Owner and the third to be appointed as an umpire by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.
- c) The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration & Reconciliation Act, 1996 or any statutory modification thereof. The place & venue of arbitration shall be AGARTALA.
- d) The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.
- e) 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.
- f) No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.
- g) During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

43 LEGAL JURIDICTION:- Any dispute or difference arising under/out of or in connection with this tender or contract shall be subject to exclusive jurisdiction of the local High Court.

44 RECONCILIATION OF ACCOUNTS:- The Contractor shall prepare and submit every 4(four) 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 (**Senior Manager**) of the work. The Contractor shall also prepare and submit a detailed account of Materials received from TPTL and utilized by him for reconciliation purpose.



SECTION-IV

TECHNICAL SPECIFICATION OF TRANSFORMER OIL

1.0. Transformer Oil (Insulating Oil): -

Introduction:

Transformer Oil (Insulating Oil) is mineral insulating oil derived from crude petroleum. It is a mixture of various hydrocarbons. It consists partly aliphatic compounds (open chain compound) and partly contains certain aromatic compound (closed chain or ring compounds) related to benzene, naphthalene and derivatives of these with aliphatic chains.

Transformer oil must insulate and prevent flash over of the exposed parts within the equipment and suitable for immersion or filling of Transformer/Switchgear/ & certain other Electrical equipments in which oil required as insulator for heat transfer and it must effectively transform the heat from the core to the radiating surface.

The oil shall be in accordance with requirement of IS : 335 – 2018 Type I with latest amendment.

A few salient properties & specifications as below:

Sl. no.	Property	Test method	IS : 335 – 2018 Type I with latest amendment	
A.	Function			
	i.	Viscosity at 40 ⁰ C	IS 1448 (Part - 25)	12 mm2 / s, Max.
	ii.	Viscosity at (-30 ⁰ C)	IS 1448 (Part - 25)	1800 mm2 / s, Max.
	iii.	pour point	IS 1448 (Part - 10 / Sec-2)	(- 40 ⁰ C), max. To be based on LCSET refer Table 1.
	iv.	Water content	IEC 60814	30 mg / Kg / 40 mg / Kg, Max
	v.	Break down voltage	IS 6792	30 KV / 70 KV, Min.
	vi.	Density at 20 ⁰ C	IS 1448 (Part - 16)	0.89 gm/cc.
	vii.	DDF at 90 ⁰ C	IS 16086	0.005 Max.
B.	Refining / Stability			
	viii.	Appearance		The oil shall be clear and transparent and free from suspended matter or sediments
	ix.	Acidity	IEC 62021 - 1	0.01 mg KOH /g, Max.
	x.	Corrosive Sulphur	DIN 51353	Not corrosive.
	xi.	Potentially corrosive Sulphur	IS 16310	Not corrosive.
B	xii.	DBDS	IS 16497 (Part - 1)	Not detectable (< 5 mg / Kg)
	xiii.	Inhibitors according to IS 13631 / IEC 60666	IS 13631	(U) Uninhibited Oil: Not detectable (< 0.01%)
				(T) Trace inhibited Oil: (< 0.08%)
				(I) Inhibited Oil : 0.08% - 0.40%
xiv.	Metal Passivator additives according to IS 13631 / IEC 60666	IS 13631	Not detectable (< 5 mg / Kg)	



	xv.	2 - Furfural and related compounds content	IS 15668	Not detectable (< 5 mg / Kg) for each individual compound.
C	Performance			
	xvi.	Oxidation stability	IS 12422 (Method C)	For oils with antioxidant additives and metal passivator additives.
			(U) Uninhibited Oil : 164 h	
			(T) Trace inhibited Oil : 332 h	
			(I) Inhibited Oil : 500 h.	
	Total acidity		1.9.4 of IS 12422	1.2 mg KOH / g, Max.
	Sludge		1.9.4 of IS 12422	0.8%, Max.
	DDF at 90 ⁰ C		1.9.4 of IS 12422	0.500 Max.
D.	Health, safety and Environment (HSE)			
	i.	Flash point	IS 1448 (Part - 21)	135 ⁰ C Min
	ii.	PCA content	IP 346	3% Max
	iii.	PCB content	IS 16082	Not detectable (< 2 mg / Kg)

3.0 SERVICE CONDITIONS

The EHV grade Transformer Oil to be supplied against this Specification shall be suitable for satisfactory continuous operation under the following climatic conditions as per IS : 335 – 2018 Type I with latest amendment or latest revision.

- | | |
|--|----------------------------------|
| i. Location: | At various locations in Tripura. |
| ii. Max. ambient air temperature (Deg ⁰ C): | 45 |
| iii. Min ambient air temperature (Deg ⁰ C): | 4 |
| iv. Max yearly daily ambient air temperature (Deg ⁰ C): | 40 |
| v. Max average weighed average ambient temperature (Deg ⁰ C): | 32 |
| vi. Max. Altitude above mean sea level (Meters): | 1000 M. |

4.0 TEST AND INSPECTION

- 4.1 All tests and inspection shall be made at the place of manufacture unless otherwise especially agreed upon the manufacturer and purchaser at the time of purchase. The manufacturer shall afford the inspector representing the purchaser all reasonable facilities, without charge to satisfy him that the material is being furnished in accordance with specification.
- 4.2 The purchaser has the right to have the tests carried out at his own cost by an independent agency whenever there is dispute regarding the quality of supply.

5.0 PACKING



EHV grade Transformer Oil shall be delivered in non-returnable steel barrels. Although the method of packing, if required, is left to the discretion of the manufacturer, it should be robust enough for rough handling that is occasioned during transportation by road.

6.0 GUARANTEED TECHNICAL PARTICULARS

The guaranteed technical particulars of the EHV grade Transformer Oil offered shall be given by the bidder along with the tender.

Guaranteed & other technical particulars for EHV Grade Transformer Oil (To be furnished by the Manufacturer)

Sl. no.	Property	Test method	IS : 335 – 2018 Type I with latest amendment
A.	Function		
	i.	Viscosity at 40°C	IS 1448 (Part - 25)
	ii.	Viscosity at (-30°C)	IS 1448 (Part - 25)
	iii.	pour point	IS 1448 (Part -10 / Sec-2)
	iv.	Water content	IEC 60814
	v.	Break down voltage	IS 6792
	vi.	Density at 20°C	IS 1448 (Part - 16)
	vii.	DDF at 90°C	IS 16086
B.	Refining / Stability		
	viii.	Appearance	
	ix.	Acidity	IEC 62021 - 1
	x.	Corrosive Sulphur	DIN 51353
	xi.	Potentially corrosive Sulphur	IS 16310
	xii.	DBDS	IS 16497 (Part - 1)
	xiii.	Inhibitors according to IS 13631 / IEC 60666	IS 13631
	xiv.	Metal Passivator additives according to IS 13631 / IEC 60666	IS 13631
	xv.	2 - Furfural and related compounds content	IS 15668
	Performance		
	xvi.	Oxidation stability	IS 12422 (Method C)
		(U) Uninhibited Oil : 164 h	
		(T) Trace inhibited Oil : 332 h	
		(I) Inhibited Oil : 500 h.	
	Total acidity		1.9.4 of IS 12422
	Sludge		1.9.4 of IS 12422
	DDF at 90°C		1.9.4 of IS 12422
D.	Health, safety and Environment (HSE)		



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i.	Flash point	IS 1448 (Part - 21)	
ii.	PCA content	IP 346	
iii.	PCB content	IS 16082	

Signature of Authorised
Signatory of the firm
Seal of the firm

PRICE VARIATION CLAUSE FOR TRANSFORMER OIL

The price quoted/confirmed is based on the cost of raw materials/components as on the date of quotation and the same is deemed to be related to prices of TOBS and drum as specified in the price variation clause given below. In case of any variation in these prices, the price payable shall be subject to adjustment up or down, in accordance with the following formula:

$$P = P_0 + 1.2 (TB - TB_0) + 4.8 (D - D_0)$$

Wherein,

P = Price (in Rs/KLtr) payable as adjusted in accordance with the above formula.

P₀ = Price (in Rs/KLtr) quoted/confirmed for transformer oil supplied in drums and confirming to IS:335-1993 and amended from time to time.

TB₀ = Price of TOBS (refer notes).
This price is as applicable on first working day of the month, ONE month prior to the date of tendering.

D₀ = Price of drums (refer notes).
This price is as applicable on first working day of the month, ONE month prior to the date of tendering.

For example, if the date of tendering falls in July 2011, the applicable prices of TOBS (TB₀) and drums (D₀) should be prevailing as on 1st June 2011.

The above prices are as published by IEEMA vide circular reference number IEEMA(PVC)TR-OIL(R)/_/ _ prevailing as on first working day of the month i.e., ONE month prior to the date of tendering.

TB = Price of TOBS (refer notes).
This price is as applicable on first working day of the month, ONE month prior to the date of delivery.

D = Price of drums (refer notes).
This price is as applicable on first working day of the month, ONE month prior to the date of delivery.

For example, if the date of delivery in terms of clause given below falls in December 2011 the applicable prices for TOBS (TB) and drums (D) should be as published by IEEMA as prevailing on 1st November 2011.

The "date of delivery" is the date on which the Transformer Oil is notified as being ready for inspection/dispatch. (In the absence of such notification the date of manufacturer's dispatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier.



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Notes: (a) All prices of raw materials are exclusive of modvatable excise/CV duly amount and exclusive of any other central, state or local taxes. Octroi etc.

(b) All prices are as on first working day of the month.

(c) The details of prices are as under:

1. The price of TOBS considered is the average price (in Rs./KLtr) as quoted by Transformer oil manufacturers (including applicable customs duty, if imported).
2. The price of drum (in Rs) is the ex-works price as quoted by a drum manufacturer for drum of capacity of 210 liters.



SECTION –V

ALL ANNEXURE / FORMATS / FORMS

Annexure-I

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

(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)			
	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.		



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	(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

(II). DETAILS TESTING FACILITIES

Name of Test	Detail of testing facilities available	Remarks
--------------	--	---------

1. Test of Raw Materials

a) -----

b) -----

2. Routine Test

a) -----

b) -----

3. Acceptance Test

a) -----

b) -----

4. Type Test

a) -----

b) -----

Name of Firm
Name & Signature
of the tenderer
Designation
Date

Note: In case, testing facilities are not available for certain test, indicate in remarks column from which testing house(S)/institution (s) these tests will be got carried out.



Annexure-II

FORMAT-A

ACCEPTANCE LETTER AFTER DUE ATTESTATION BY NOTARY

Refer NIT No. _____ Date _____

To
The Deputy General Manager,
Transmission Division
Tripura Power Transmission Limited
79-Tilla, Agartala, Tripura

Sir,

Acceptance of TPTL'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.

Yours faithfully,

Date:.....

(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

LIST OF TYPE TEST REPORTS CARRIED OUT WITHIN THREE YEARS AS ON DATE OF BID SUBMISSION.

Sl. No.	Description of equipment/item offered/component used	Type Test as per relevant IS/IEC	Date of test	Name of Lab.	Accredited to	Remarks

SIGNATURE OF THE TENDERER WITH OFFICE SEAL



Annexure-VI

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-VII

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-VIII

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

Ref.

Bank Guarantee No.

Date

To
The Dy. General Manager
Transmission Division
TPTL, 79-Tilla, Agartala
Tripura (West) - 799006

Dear Sir,

In consideration of Tripura Power Transmission 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 _____ dated _____ and the same having been acknowledged by the Contractor, valued at _____ including GST for the work "Procurement of EHV Grade new Transformer oil conforming to IS: 3351/1993 with latest amendment for different Sub-Station of TPTL" (scope of contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. _____ (_____) being 10% (Ten per cent) of the said value of the Contract (Excluding GST) in favour of **TRIPURA STATE ELECTRICITY CORPORATION LIMITED** payable at Agartala.

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



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

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee, from time to time to extend the time for performance or the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to 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 to Rs. _____ (Rupees _____) only. This Bank guarantee is valid upto _____ and Claim period up to _____ and shall be extended from time to time for such period (not exceeding one year).

Bank guarantee No and date:

BG Valid up to :

BG claim period upto :

Dated this day of2025..... At

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Official Address)

Attorney as per Power

Of Attorney No.

Date.....



Annexure-IX

APPLICATION FOR EXTENSION OF TIME

(Part – I)

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

3. Agreement no. _____
4. Contract amount _____
5. Date of Commencement of work as per agreement _____
6. Period allowed for completion of work (as per agreement) _____
7. Date of completion stipulated in the agreement _____
8. Actual date of completion _____
9. 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. _____
10. Period for which extension have been previously given (Copies of the previous application should be attached).
11. Hindrances on account of which extension is applied for with date on which hindrances occurred.

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

12. Total period for which extension is now applied for on account of hindrances mentioned above.
13. Extension of time required for extra work: - _____ Months. _____ days.
14. Detailed for extra work and the amount involved: -
15.
 - 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: -
16. Total extension of time required for 11 & 12: -

Signature of Contractor



APPLICATION FOR EXTENSION OF TIME

(Part – II)

(To be filled in by TPTL)

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 TPTL)

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-X

(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 Power
Transmission Ltd. (TPTL) (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 their 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	

.....



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<u>SCHEDULE OF BIDS</u>		<u>Annexure-XI</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	PAN registration No.	
4	Testing facilities available.	
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	
10	PAN registration No.	
11	Whether agreed to :	
	a) Terms of payment	
	b) Guarantee clause	
	c) Security deposit clause	
	d) Liquidated damage clause	
	e) Inspection clause	
	f) Packing clause	
	g) Retesting clause	
12	Whether agreed to deliver materials at TPTL's stores anywhere in TRIPURA by road, including unloading?	
13	Offer valid up to	Bids shall remain valid for 6 (six) calendar months after the date of bid opening prescribed by TPTL.
14	The price should be Firm / Variable	Variable.
15	Desired Delivery schedule of TPTL	
	a) Commencement : shall be reckoned from 15th day of the date of supply order.	
	b) Schedule of delivery: As per clause no. 14.0 of Section-II	
	N.B. : Offered delivery schedule in any mode other than the above delivery schedule will not be entertained .	
16	Technical literature/catalogue of the materials offered enclosed.	YES / NO

SIGNATURE OF THE TENDERER WITH OFFICE SEAL



Annexure-XII

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. N o.	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)	



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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



ANNEXURE – XIII

Litigation History

Name of the Bidder:

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

(Signature of the Tenderer)

With rubber Stamp



Section – VI

Price Bidding Schedule

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