



**TRIPURA POWER GENERATION LIMITED**  
*(A Government of Tripura Enterprise)*  
**Office of the Addl. General Manager**  
**Generation Circle, Agartala.**

**DNIT.**

**Name of Work:-**GTP at Rokhia/Clearing of Jungles,Bushes,Saplings,Weeds etc, from the proposed construction site of 120MW CCGT Power Plant related to Environment clearance.

**Estimated cost** : - ₹4,70,000.00

**Earnest money** : - ₹47,000.00

**Completion period** : - 21(Twenty one) Days.



(For publication in the Local Newspapers and Websites)  
**TRIPURA POWER GENERATION LIMITED**  
**SHORT NOTICE INVITING TENDER**

**Press Notice Inviting Tender No.:** AGM/GNC/TPGL/2023-2024/18, Date:26/ 02/ 2024.

The Addl. General Manager, Generation Circle, Agartala, West Tripura invites on behalf of 'TPGL' sealed percentage rate (similar to TPWD Form-7) tender(s) from eligible Contractors of appropriate class registered in TPGL / DWS/PWD / TTAADC / CPWD etc. up to 3:00 p.m. on 07/03/2024 for the following work in **2 (Two) part bids**. Details can be had from the office of the undersigned between 11-00 a.m. to 3-00 p.m. on working days & web site [www.tsecl.in](http://www.tsecl.in). Interested bidders shall have to download the bid document. Cost of bid document (in/c applicable GST) & Earnest Money may be furnished in **separate sealed envelope**. Earnest money & Cost of Bid Document should be in the shape of Demand Draft in favour of TA to AGM, Generation Circle from any nationalized bank guaranteed by R.B.I. stationed at Agartala with validity of 90 (ninety) days or more indicating their identity.

Sl. No.	Name of the work	Estimated cost	Earnest money	Cost of tender documents	Time for completion	Last date and time for dropping	Place of receiving bid	Time and date of opening of tender
1	GTP at Rokhia/Clearing of Jungles, Bushes, Saplings, Weedsetc. from the proposed construction site of 120MW CCGT Power Plant related to Environment clearance. (D.N.I.T.No.-AGM/GNC/Agt./2023-24/18 Dt.23/02/2024	₹ 4,70,000.00	₹ 47,000.00	₹ 236.00	21(Twentyone)Days	Up to 3-00 p.m. on 07/03/2024	O/o The AGM, Generation Circle, TPGL, Agartala,	At 12-00 Hrs. on 11/ 03 /2024.For Tech. Bid(if possible)

Filled in tender, shall contain the following photocopies of documents duly attested not before 90(Ninety) days from the date of NIT.

**(i) PAN Card. (ii) Enlistment. (iii) Labour license. (iv) Experience certificate in civil construction works (v) GST Registration, as per govt. norms.**

**Memo No.:** - F.15 (76)/AGM/GNC/2023-24/ Dated: -26/02/2023.

Copy to: -

- 1) The P.S. to Managing Director, TRIPURA POWER GENERATION LIMITED, Corporate Office, Banamalipur, Agartala for favour of his kind information.
- 2) The Director (Technical), TPGL, Agartala for favour of his kind information.
- 3) The Head of Finance, TPGL, Agartala for favour of his kind information.
- 4) The General Manager, TPGL, Agartala for favour of his kind information.

5-14)The Additional General Manager, Central Civil Circle, 79-tilla, Agartala, / Electrical Circle No.I, Agartala,/ Electrical Circle No.II, Agartala,/ Electrical Circle-Gomati, Udaipur, /Electrical Circle- Dharmanagar/ Electrical Circle- Belonia / Electrical Circle-Unakoti, Kumarghat, / Electrical Circle-Khowai, Khowai, / Electrical Circle-Dhalai, Ambassa, / Electrical Circle-Sepahijala, Bishramganj for favour of his kind information.



15-42) The Dupty General Manager Electrical Division No.I, Agartala. / Electrical Division No.II, Agartala, / Electrical Division-Dharmanagar, / Electrical Division-Udaipur, / Electrical Division-Kumarghat/ Electrical Division-Shantirbazar (Bagafa), / Electrical Division-Ambassa, / Electrical Division-Bishalgarh, (Gakulnagar) / Electrical Division-Khowai, / Electrical Division-Sonamura, (Rabindranagar) / Electrical Store Division, A. D. Nagar, Agartala, / Transmission Division, 79-Tilla, Agartala, / Gomati Electrical Division, Jatanbari, / Gas Thermal Electrical Division, Baramura, / Gas Thermal Electrical Division, Rokhia, / Electrical Division, Belonia, / Electrical Division, Sabroom, / Electrical Division, Amarpur, / Electrical Division, Capital Complex, Agartala, / Electrical Division, Kanchanpur, / Electrical Division, Mohanpur, /Electrical Division, Teliamura/ Electrical Division, Jirania, /Electrical Division, Kamalpur, / Electrical Division, Manu, / Electrical Transmission Division, Udaipur, / Electrical Transmission Division, Kumarghat, / Electrical Testing & Communication Division, Agartala for information.

43) TA to AGM, Generation Circle, Agartala for display in the notice board.

44-45) The Senior Manager (Civil), Gas Thermal Civil Sub-Division, Rokhia, / Gas Thermal Civil Sub-Division, Baramura, for information.

46) The All Tripura Contractor's Association, 3<sup>rd</sup> floor of Orient Book Society, Akhaura Road, Agartala.

47) The Project Manager (IT), Corporate Office, Bidyut Bhawan. He is request for hoisting the tender in the web site of [www.tsecl.in](http://www.tsecl.in) (Encl: - Soft Copy) (Kind attn.-Sri Amardeep Debbarma, (Manager).

48) The Assistant Manager (Finance), Generation Circle, Agartala.

49) Guard file.



**TRIPURA POWER GENERATION LIMITED**  
*(A Government of Tripura Enterprise)*  
**Office of the Addl. General Manager**  
**Generation Circle, Agartala.**

**TECHNICAL BID**

**Name of Work:-**GTP at Rokhia/Clearing of Jungles,Bushes,Saplings,Weeds etc, from the proposed construction site of 120MW CCGT Power Plant related to Environment clearance.

1. **Completion period for the work** : - 21 ( Twenty one) days.
2. **Date of issue of Notice Inviting Tender** :-26/02/2024.
3. **Period and Place of sale of tendering Document** : - To be downloaded as per PNIT.
4. **Deadline for receiving tender:** - 07/03/2024 upto 15:00 hrs.
5. **Place for dropping** : -As per PNIT
6. **Time and Date of opening tender / tenders:-**11/03/2024 at about 11.00 hours for Technical bid (if possible).
7. **Place of opening tender :-**Office of the Addl. General Manager,Generation Circle, TPGL, Agartala.
8. **Officer inviting tenders:-**Office of the Addl. General Manager, Generation Circle,TPGL,Agartala.
9. **Date of Pre-bid conference:** 04/03/2024 at 11-00 hours.
10. **Earnest Money** :- **Rs.47,000.00 (Rupees Forty seven thousand)** only From any Nationalized Bank stationed at Agartala guaranteed by R.B.I. through Demand Draft in favour of TA to Addl. General Manager, Generation Circle, TPGL, Agartala valid for 3 (three) months or more (Interest free).
11. **Cost of bid document** :-**₹236.00 (Rupees Two hundred thirty six) only**, to be furnished through Demand Draft /from any nationalized Bank stationed at Agartala. (Non refundable).



TRIPURA POWER GENERATION LIMITED

SCHEDULE-A

**NOTICE INVITING TENDER**

The Addl. General Manager, Generation Circle, Agartala, West Tripura invites on behalf of the 'TPGL' sealed Percentage rate ( similar to TPWD Form-7) tender(s) from eligible Contractors of appropriate class registered in TPGL/DWS / PWD / TTAADC / CPWDetc. up to 3:00 P.M. on 07/03/2024 for the following work. Details can be seen in the office of the undersigned & Web site [www.tsecl.in](http://www.tsecl.in)

Sl. No.	Name of the work	Estimated cost	Earnest money	Cost of tender documents	Time for completion	Last date and time for dropping	Place of receiving bid	Time and date of opening of tender
1.	GTP at Rokhia/Clearing of Jungles, Bushes, Saplings, Weeds etc. from the proposed construction site of 120MW CCGT Power Plant related to Environment clearance. <b>(D.N.I.T.No.-AGM/GNC/Agt./2023-24/18 Dt.23/02/2024</b>	₹ 4,70,000.00	₹ 47,000.00	₹236.00	21(Twentyone) Days	Up to 3-00 p.m. on 07 /023/2024	O/o The AGM, Generation Circle, TPGL, Agartala,	At 12-00 Hrs. on 11/ 03 /2024. For Tech. Bid(if possible)

2. Tender form can be obtained from web site [www.tsecl.in](http://www.tsecl.in). A sum of Rs.118.00 (for estimated cost up to Rs.1.00 lakh), Rs.236.00 (for estimated cost over 1.00 lakh and up to 5.00 lakh), Rs.590.00 (for estimated cost over 5.00 lakh and up to Rs.15.00 lakh), Rs.1180.00 (for estimated cost over Rs.15.00 lakh up to Rs.50.00 lakh), Rs.2360.00 (for estimated cost over Rs.50.00 lakh up to Rs.1 crore), Rs.4720.00 (for estimated cost over 1 crore up to 5 crore), Rs.5900.00 (for estimated cost over 5 crore) including 18.00% GST being the cost of bid document in the shape of Demand Draft / Deposit-at-call to be furnished with the tender in a separate envelop after obtaining from any nationalized bank stationed at Agartala in favour of the Addl. General Manager, Generation Circle, Agartala.

3. a. Filled in tender must be delivered in any office of the above noted table, on or before 15.00 hours up to 07/03/2024. If office happens to be closed on the date of receipt of the tender as specified, the tenders will be received on the next working day at the same time and venue. Pre-bid conference will be held at 11-00 a.m. on dated 04/03/2024.

b. Tender will be opened at 12:00 hours on 09/01/2024.in the office of the Addl. General Manager, Generation Circle, Agartala, West Tripura (only Technical. bid). If the office happens to be closed on the date of opening of the tender as specified, the tender will be opened on the next working day at the same time and venue

4. The tender must be accompanied with Earnest Money of amount as specified (Interest free). Earnest money would be @ 10.00 % of the estimated cost subject to maximum limit of Rs.50, 000/- against the estimated cost put to tender (As specified in NIT).



5. If a tenderer is enlisted in the PWD as well as in MES, P&T, Railways or State PWDs he shall be eligible to tender for works up to the amount permitted by virtue of his enlistment in the PWD even if he may be authorized to tender for bigger works in the CPWD / MES / P&T and / or Railways etc.
6. If the percentage quoted by a tenderer is found to be either abnormally high or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected.
7. Each tenderer shall submit only one tender for each work. A tenderer who submits more than one will cause for disqualification of all the tenders submitted by him.
8. The tenderer, at his own responsibility and risk is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the tender (rate) for entering into a contract, for constructional work. The costs of visiting the site shall be at the tenderer's own expense.
9. A) the tender for the work shall remain valid for acceptance for a period 90(ninety) days from the last date of submission of the tender. Any letter found in the tender box bearing request to raise or lowering rate or dealing with any other point relating to instant tender shall not be considered.  
 B) If any bidder withdraws his tender within the valid period then the TPGL shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money in full.  
 C) In case the bidder fails to commence the work as specified in the tender documents on 15th day or such time period as mentioned in letter of award after the date on which the Addl. General Manager issues written orders to commence the work, or from the date of handing over of the site, whichever is later, the TRIPURA POWER GENERATION LIMITED may, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.
10. (i) The bidder should quote entire rates in words including paisa to avoid chances of tempering in rates.  
 (ii) That if on checks there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure shall be followed:  
 (a) When there is a difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the tenderer, shall be taken as correct.  
 (b) When the amount of an item is not worked out by the bidder or it does not correspond with the rates writing either in figures or in words, then the rate quoted by the bidder in words shall be taken as correct.  
 (c) When the rate quoted by the bidder in figures and in words tallies but the amount is not worked out correctly, the rates quoted by the bidder shall be taken as correct and not the amount.  
 (d) In the case of percentage rate tender, the bidder are required to quote their rates both in amount as well as in the percentage below / above the rates entered in the schedule. In the event of arithmetical error committed in working out the amount by the bidder, if any, the tendered percentage and not the amount should be taken into account.
11. Earnest money given by all bidders except the first lowest will be refunded after finalization of the tender or expiry of the validity period whichever is earlier.
12. The security deposit (Interest free) will be collected from the bill/bills of the contractor in addition to earnest money @ as mentioned below. Deposited earnest money of successful bidder shall be converted into security



deposit. Tendered value up to Rs.100.00 lakh Security Deposit @ 10% subject to maximum of Rs.5.00 lakh. Tendered value above Rs.100.00 lakh up to Rs.200.00 lakh Security Deposit @10% subject to maximum of Rs.15.00 lakh. Tendered value above Rs.200.00 lakh Security Deposit @10% subject to maximum of Rs.25.00 lakh.

13. Tenders up to 15% less than the estimated contract value of work, no performance security deposit is required. But for tenders less than 15% of the estimated Contract Value of work, the difference between the tendered amount and 85% of the estimated contract value, shall be paid by the successful bidder at the time of concluding agreement as an additional security to fulfill the contract through a Bank Guarantee or Demand Draft on a Nationalized Bank / Scheduled bank in the prescribed format valid till completion of the work in all respects.

14. If the tender is given by an individual, it shall be signed with his full name and address. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence.

15. "Works Contract" means a contract for building, construction, fabrication, completion, erection, installation, fitting out, improvement, modification, repair, maintenance, renovation, alteration or commissioning of any immovable property wherein transfer of property in goods (whether as goods or in some other form) is involved in the execution of such contract.

16. The bidder shall preferably obtain the registration under GST Law at Central level and / or in respective state as may be required as per rule. TPGL will ensure that the contractor has complied with all the statutory requirements under GST as in force.

17 Addendum/amendments/corrigendum:

Before the last date for submission of Tenders, the TPGL may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum/corrigendum etc. Any addendum/amendments/corrigendum issued by the TPGL shall be part of the tender Document and it shall be published in the portal at [www.tsecl.in](http://www.tsecl.in). However TPGL 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)/ addendum/amendment or not.

18. TPGL reserves the right to reject any or all tenders /withdraw this invitation for bids/cancel the total process without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

19. **BID SUBMISSION:** - The bid shall be submitted in 2(two) parts in **separate sealed envelopes** superscribing. Name of work & DNIT no. containing in 1(one) big sealed cover as follows:-

### **A: Technical Bid**

- (1) Technical Bid Document
- (2) Earnest Money Deposit (EMD) & Cost of bid document in separate sealed envelope as per NIT.
- (3) (i) PAN Card. (ii) Enlistment. (iii) Labour license. (iv) GST Registration, as per govt. norms
- (v) Experience certificate in civil construction work.



## **B. PRICE BID**

(i) Price should be quoted in both Figures & words considering all taxes & duties as mentioned in a separate sealed envelope.

**20. Sealed envelopes containing both Price bid and Technical Bid separately should be submitted inside a big sealed envelope super scribing name of work and NIT no.**

21. Payment would be made as per availability of fund only and no plea in this regard would be entertained.

### **Contents of Bidding Documents:**

- A. Notice Inviting Tender**
- B. Instructions to Bidders**
- C. Conditions of Contract including General Terms.**
- D. Schedule of Requirements**
- E. Technical Specifications with drawing.**
- F. Price Schedule**
- G. Contract form Schedule-A**
- H. Other Standard forms, if any.**

### **INSTRUCTIONS TO BIDDERS/TENDERERS.**

#### **1. Firms Eligible to Tender:**

##### **1.1 The Firms who**

- i)** Possess the valid registration in the class and category mentioned in the NIT and satisfy all the conditions therein.
- ii)** Are not blacklisted or debarred or suspended by the TPGL for whatever the reason, prohibiting them not to continue in the contracting business.
- iii)** Have complied with the eligibility criteria specified in the NIT.

##### **1.2 Firms Ineligible to Tender:**

- i)** A retired officer of the TRIPURA POWER GENERATION LIMITED / Govt. of Tripura or Govt. of India executing works is disqualified from tendering for a period of two years from the date of retirement without the prior permission of the Government / Corporation.
- ii)** The Tenderer who has employed any retired officer as mentioned above shall be considered as an ineligible tenderer.
- iii)** The contractor himself or any of his employees is found to be Gazetted Officer / officer who retired from Government Service / TRIPURA POWER GENERATION LIMITED and had not obtained permission from the TRIPURA POWER GENERATION LIMITED / Government for accepting the contractor's employment within a period of 2 years from the date of his retirement.
- iv)** The Contractor or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the TRIPURA POWER GENERATION





LIMITED / Government as aforesaid before submission of the tender or engagement in the Contractor's service.

- v) Contractor shall not be eligible to tender for works in the Division / Circle where any of his near relatives are employed in the rank of Sr. Manager and above on the Engineering side and Divisional Accounts Officer and above on the Administrative side. The Contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazetted / Non-Gazetted, State Government / TRIPURA POWER GENERATION LIMITED, Employees related to him. Failure to furnish such information tenderer is liable to be removed from the list of approved contractors and his contract is liable for cancellation.

**Note: Near relatives include:** Sons, step sons, daughters, and step daughters/Son-in-law, and daughter-in-law/Brother-in-law, and sister-in-law/Brothers and sisters/ Father and mother/Wife and Husband/Father-in-law and Mother- in- law/ Nephews, nieces, uncle and aunties/Cousins and Any person residing with or dependent on the contractor.

## 2. Cost of Tendering:

- 2.1 The tenderer shall bear all costs associated with the preparation and submission of his Tender and the tender inviting authority will in no case be responsible and liable for those costs.

## 3. Site Visit:

The Tenderer, at the tenderer's own responsibility and risk is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the tender for entering into a contract, for construction of the work. The costs of visiting the site shall be at the tenderer's own expense.

## 4. Clarification on Tender Documents:

A prospective Tenderer requiring any clarification on Tender documents may contact the Tender Inviting Officer at the address indicated in the NIT. The Tender Inviting Officer will also respond to any request for clarification, received through post.

## 5. Bid Offer:

- 5.1 All statutory duties, taxes, and other levies payable by the contractor shall be regulated as per State / Central/ Local government rules in force from time to time. **SGST/CGST etc.** which shall be included in the tender percentage/ items rate deemed to be considered by the tenderer.
- 5.2 The tender contract amount as computed based on overall tender percentage is subject to variation during the performance of the Contract in accordance with variation in quantities etc.
- 5.3 Contract price shall be deemed to include and cover the cost of all materials, Labour, supervision, T&P, templates, scaffolding, approaches including 3<sup>rd</sup> party liability, loss of human life, insurance ;transport ,plumbing, security safety etc. No extra claim in this regard will be entertained at all.

## 6. Earnest money deposit (EMD) can be in the form of (Interest free):

- 6.1. Demand Draft / on any scheduled bank / nationalized bank guaranteed by R.B.I. (payable at Agartala)infavour of TA toAddl. General Manager, Generation Circle for an amount mentioned in the table, super scribing identity.



6.2 Demand Drafts furnished towards EMD along with tender shall be valid for a minimum period of 90 days from the last date of receiving tender or more.

### 7. The E.M.D. shall be forfeited:

- (a) If the Tenderer withdraws the Tender during the validity period of Tender.
- (b) In full, In case when the contractor fails to commence the work within specified times as mentioned in the tender documents on 15<sup>th</sup> day or such time period as mentioned in letter of award after the date on which the Addl. General Manager issues written orders to commence the work, or from the date of handing over of the site, whichever is later.

### 8. Late Tenders:

Tenders will not be received after the last date / time prescribed in NIT. The tender accepting authority reserves the right to accept or reject any Tender or all tenders and to cancel the Tendering process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the reasons for such action.

When a tender is to be accepted the concerned tenderer shall attend the office of the Addl. General Manager / Additional General Manager concerned on the date fixed in the Letter of acceptance. Upon intimation being given by the Additional General Manager / Addl. General Manager of acceptance of his tender, the tenderers shall make payment of the additional security deposit wherever needed by way of Demand Draft or Deposit at call obtained from a Nationalized / Scheduled Bank with required validity period and sign an agreement in the form prescribed by the department for the due fulfillment of the contract. Failure to attend the Addl. General Manager / Additional General Manager's office on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money deposited. The written agreement to be entered into between the contractor and the TRIPURA POWER GENERATION LIMITED / Government shall be the foundation of the rights and obligations of both the parties and **the contract shall not be deemed to be complete until the agreement has first been signed by the contractor** and then by the proper officer authorized to enter into contract on behalf of the TRIPURA POWER GENERATION LIMITED.

The successful tenderer has to sign an agreement within a period of 7 (seven) days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D. paid by him in full without issuing any further notice and action will be initiated for black listing the tenderer.

### 9. Corrupt or Fraudulent Practices

The TRIPURA POWER GENERATION LIMITED requires that the tenderers / suppliers / contractors under TRIPURA POWER GENERATION LIMITED financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the TRIPURA POWER GENERATION LIMITED.

- (a) Define for the purposes of the provision, the terms set forth below as follows:
  - (i) "Corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a TRIPURA POWER GENERATION LIMITED official in 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 TPGL and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish in Tender prices at artificial non-competitive levels and to deprive the TRIPURA POWER GENERATION LIMITED of the benefits of free and open competition.



- (b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
  - (c) Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government Contract / TRIPURA POWER GENERATION LIMITED, Contract.
  - (d) Furthermore, Tenderers shall be aware of the provisions stated in the General Conditions of Contract.
10. The tenderer shall quote rates in the attached stipulated place schedule-A after going through the BOQ (work schedule).
11. Contract price is based on estimated quantities. But payment will be made on unit rate basis against actual quantities of work done, there after certified by the Engineer-in-charge

### **CONDITIONS OF CONTRACT.**

#### **1. Program:**

- 1.1 The total period of completion is as per stipulation entered in the NIT including rainy season. Keeping in view, the schedule for handing over of site, the work should be programmed such as to achieve the mile-stones as in "Rate of progress statement" enclosed.
- 1.2 After signing the agreement, the contractor shall forthwith begin the work, shall regularly and continuously proceed with them.

#### **1.3 Rate of progress:**

- i) Work program of achieving the milestones (Statement). Site Schedule of program of handing over Site to the Contractor (Statement).

- 1.4 The contractor shall commence the works on site within the period specified under condition after the receipt by him of a written order to this effect from the Addl. General Manager / Additional General Manager and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Addl. General Manager / Additional General Manager, or be wholly beyond the contractor's control.

#### **1.5 Delays and extension of time:**

No claim for compensation on account of delays or hindrances to the work from any cause whatever shall lie, except as hereafter defined. Reasonable extension of time will be allowed by the Addl. General Manager or by the office competent to sanction the extension, for unavoidable delays, such as may result from causes, which in the opinion of the Addl. General Manager, are undoubtedly beyond the control of the contractor. The Addl. General Manager shall assess the period of delay or hindrance caused by any written instructions issued by him, at twenty five per cent in excess or the actual working period so lost.

In the event of the Addl. General Manager failing to issue necessary instructions and thereby causing delay and hindrance to the contractor, the latter shall have the right to claim an assessment of such delay by the Additional General Manager of the Circle whose decision will be final and binding. The contractor shall lodge in writing with the Additional General Manager a statement of claim for any delay or hindrance referred to above, within fourteen days from its commencement, otherwise no extension of time will be allowed.



Whenever authorized alterations or additions made during the progress of the work are of such a nature in the opinion of the Addl. General Manager as to justify an extension of time in consequence thereof, such extension will be granted in writing by the Addl. General Manager or other competent authority when ordering such alterations or additions.

## 2. **Construction Programme:**

The Contractor shall furnish within 1(one) month of the order of the work a programme showing the sequence in which he proposed to carry out the work, monthly progress expected to be achieved, also indicating date of procurement of materials plant and machinery. The schedule should be such that it is practicable to achieve completion of the whole work within the time limit fixed and in keeping with the Mile stone programme specified and shall obtain the approval of the Addl. General Manager. Further rate of the progress as in the program shall be kept up to date. In case it is subsequently found necessary to alter this program, the contractor shall submit sufficiently in advance the revised program incorporating necessary modifications and get the same approved by the Addl. General Manager. No revised program shall be operative without approval of Addl. General Manager.

## 3. **Suspension of works by the Contractor:**

- 3.1 If the Contractor shall suspend the works, or sublet the work without sanction of the Addl. General Manager, or in the opinion of the Addl. General Manager shall neglect or fail to proceed with due diligence in the performance of his part of the Contract as laid down in the Schedule rate of progress, or if he shall continue to default or repeat such default in the respects mentioned in relevant clause of contract, Addl. General Manager shall take action in accordance with Clause(s).
- 3.2 If the Contractor stops work for 28 days and the Stoppage has not been authorized by the Addl. General Manager the Contract will be terminated under relevant Clause.
- 3.3 If the Contractor has delayed the completion of works, the Contract will be terminated as per clause applicable to the contract.

## 4. **Correction of Defects:**

The Addl. General Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, as per norms which begins on Completion. The defects liability period shall be extended for as long as defects remain to be corrected by the Contractor.

## 5. **Changes in the Quantities:**

- 5.1 The contractor is bound to execute all supplemental works that are found essential, incidental and inevitable during execution of main work.
- 5.2 The rates of all such items shall be Estimated Rates plus or minus overall Tender premium.

## 6. **Extra Items:**

Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by the Addl. General Manager. The rates for extra items shall be worked out by the Addl. General Manager as per the conditions of the Contract and the same are binding on the Contractor.

## 7. **Taxes included in the Tender:**

The percentage/ rate quoted by the contractor shall be deemed to be inclusive of the **all taxes** and other levies, duties, royalties, cess, or toll taxes of Central and State Governments, local bodies and authorities



that the contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

- a) GST shall be regulated as per norms as applicable from time to time.
- i) **Compulsory deduction for all works:** 1(one) %cess on the gross payable amount of running/ final bill as per “Building and other construction workers welfare Cess Act, 1996.
- ii) Statutory variation in taxes& duties after twenty eight (28) days prior to deadline of bid submission& during the scheduled completion period will be reimbursed against production of documentary evidence.

### **TECHNICAL SPECIFICATIONS.**

1. This document shall be read in conjunction with the other tendering Documents.(standardized by (TPWD/CPWD appropriate with requirement and specification).
2. The work shall be carried out in accordance with the description of the Item(s) given in the Bill of quantities attached. The building work shall generally conform to the specifications for works in “The Tripura PWD Specification 1972 Building Work” with up to date correction slip where Tripura PWD specifications for building work is silent, CPWD specifications or provisions contained in “National Building Code” (Latest Edition) shall be followed.
3. “Specification for Road & Bridge Works (Latest Revision)” published by the Ministry of Shipping, Road Transport & Highways (MORTH) / Specification for Rural Roads, MoRD shall be followed, and where the said specification remain silent or items which are not covered, The Tripura PWD Specification, 1972 / the specification of CPWD/ CPHEEO/CWC/ BIS/ or relevant IRC Standard Specifications as amended till date as determined by the Engineer-in-charge, in that order should be followed.
4. Execution of work would be done as per relevant specification standardized by TPWD/CPWD/DWS/NBC/TPGL from time to time.

### **GENERAL CONDITION**

1. The contractor may need make necessary holes on the wall, ceiling etc. in building, walls and during the course of such execution which may cause damage to the building, which shall have to be make good to the satisfaction of the Addl. General Manager. Opening made to be filled up and furnished to the best satisfaction of the Addl. General Manager.
2. Completion Report will have to be submitted by the Agency.
3. In respect of materials where specific name of manufacturers are mentioned shall be procured from the authorized dealer of the products with related Challan / Voucher & to be submitted in original whenever so asked by the Addl. General Manager Guarantee certificate of gears fixtures are also to be produced.
4. Cement is to be purchased from the authorized dealer having G S T Registration. (if procured within the state) or from the manufacturer having due license / registration etc.
5. Before use of cement in the work, the original cash memo / voucher is to be produced before the Assistant Engineer / Senior Manager (Civil).



6. Steel / steel reinforcement arranged by the Agency shall conform to relevant IS Codes.
7. Necessary Test Certificate for Cement, steel etc. shall be collected & submitted by the contractor before use but no additional charge in this regard shall be entertained.
8. Prior to submission of completion report to the Corporation, any damages happened to the work, if any, is to be made good by the contractor at his own cost and no extra will be paid.
9. The contractor shall be responsible for the true and perfect setting out of the work and correctness of the position, level, and dimensions of all parts of the work. If at any time during the progress of the work shall any error arise in the position, level, or dimensions of any part of the work, etc. the contractor shall be liable to rectify or change as directed by the Engineer-In-Charge at his own cost and risk.
10. The work, which does not conform to specification, must be struck down and rejected materials removed from the site of works as directed by the Engineer-in-Charge.

**CONDITIONS FOR MATERIALS.** (As applicable)

1. The contractor shall bear all incidental charge as carriage, (haulage) storage and safe custody of materials. No extra claim in this regard will be entertained.
2. The contractor shall construct suitable Go-down at the site of the work for storing the materials safe against damage of sun, rain, dampness, fire, theft etc. he shall also employ necessary watch and ward establishment for the purpose at his own cost.
3. All materials to be procured by the agency in accordance with its required specification either from local market or from outside at his own cost and risk.
5. Steel reinforcement whether twisted or mild is to be straightened first then bending, binding and placing of steel in position as per drawing / direction of the Engineer-in-charge. No extra payment will be made for cutting / Straightening etc.
6. The Reinforcement shall be of TMT bars of specific grade. Makes of steel bars of different sizes preferably of TATA TISCON / SAIL / SRMB / JINDAL / RINL.
7. Sand is to be supplied by the agency at his own cost and risk at site for filling plinth with sand under floor. The agency needs to be obtaining approval from the Engineer-in-charge about the quality of sand prior to execution.
8. Cement will be of ISO-8112 marked of required category as desires by the authority competent containing; OPC machine stitched polythene bags 50 Kg. minimum in each bag of 43 grades.
8. The brick must be of 1<sup>st</sup> class quality & proper treatment must be performed prior to utilization.
10. Aluminum to be procured by the Agency shall be of ISI marked anodized Aluminum (Anodized transparent or dyed to required shade according to IS :1868).
11. Door, Window fittings such as tower bolts, handles, door bolts etc. shall be conforming to relevant IS specification. Manufacturers of these items must be of MOWZEE / LINK / GODREJ.
12. Flush door: - Shutter shall be of ISI marked conforming to IS: 2202 (part-I). Ply used in the door must be of KITPLY / GREENPLY make.
13. PVC door to be fitted wherever necessary and shall be of Syntax make.





14. Sanitary fittings: - any sanitary fittings to be provided wherever necessary shall be conforming with relevant IS specification. Makes must be of PERRYWARE / HINDWARE.
15. UPVC pipe to be procured by agency shall be conforming to IS: 4985& makes must be of PRINCE / ORIPLASTE.
16. The tiles to be fitted on wall as well as on floor shall be JOHNSON / KAJARIA marked.
17. The G.I. pipe of medium type to be used for water supply system & shall be ISI marked.

## GENERAL TERMS & CONDITIONS OF CONTRACT

### A. INTRODUCTION

#### 1.0 DEFINITION OF TERMS

- 1.1 'The Contract' means the agreement entered into between TRIPURA POWER GENERATION 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 GENERATION LIMITED (TPGL)** and shall include their legal representatives, successors and assigns.
- 1.3 '**Contractor**' or '**Manufacturer**' shall mean the Bidder whose bid shall be accepted by TPGL for award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 1.4 '**Sub-contractor**' shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the owner's Engineer in charge of the work and shall include the legal representatives, successors and permitted assigns of such person.
- 1.5 '**Consulting Engineer**'/'**Consultant**' shall mean any firm or person duly appointed as such from time to time by TPGL.
- 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 provision of **Materials**, labour and services, as per the Specifications and complete 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 TPGL 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/materials.
- 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 TPGL or any person nominated by TPGL from time to time, to inspect the equipment; stores or Works under the Contract and/or the duly authorized representative of TPGL.
- 1.15 ‘Notification of Award of Contract’/‘Letter of Award’/‘Telex of Award’** shall mean the official notice issued by TPGL notifying the Contractor that his bid has been accepted.
- 1.16 ‘Date of Contract’** shall mean the date on which Notification of Award of Contract/Letter of Award/Telex of Award has been issued.
- 1.17 ‘Month’** shall mean the calendar month. ‘Day or ‘Days’, unless herein otherwise expressly defined, shall mean calendar day or days of 24 hours each.
- A ‘**Week**’ shall mean continuous period of seven (7) days.
- 1.18 “Writing”** shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.19** When the words ‘Approved’. Subject to Approval’, ‘Satisfactory’, ‘Equal to’, ‘Proper’, ‘Requested’, ‘As Directed’, ‘Where Directed’, ‘When ‘Determined by’, ‘Accepted’, ‘Permitted’, or words and phrases of like importance are used, the approval, judgment, direction etc. is understood to be a function of TPGL.
- 1.20 “Test on Completion”** shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is Taken Over by TPGL.
- 1.21 ‘Start Up’** shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The startup period shall include preliminary inspection and checkout of equipment and supporting sub-system, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut down, inspection and adjustment prior to the trial operation period.
- 1.22 “Initial Operation”** shall mean the first integral operation of the complete equipment covered under the Contract with the sub-system and supporting equipment in service or available for service.
- 1.23 ‘Trial Operation’, ‘Reliability Test’, ‘Trial Run’, ‘Completion Test’** shall mean the extended period of time after the startup 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 TPGL unless otherwise specified elsewhere in the Contract.
- 1.24 ‘Performance and Guarantee Test’** shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract Documents.
- 1.25** The term ‘**Final Acceptance/Taking Over**’ shall mean written acceptance of the Works performed under the Contract by TPGL, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specification or otherwise agreed in the Contract.
- 1.26 “Commercial Operation”** shall mean the Conditions of Operation in which the complete equipment covered under the Contract is officially declared by TPGL to be available for continuous operation at different loads up to and including rated capacity. Such declaration by TPGL, however, shall not relieve or prejudice the Contractor of any of his obligations under the Contract.





**1.27 ‘Guarantee period’/‘Maintenance Period’** shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works performed under the contract.

**1.28 ‘Latent Defects’** shall mean such defects caused by faulty designs, material or workmanship which cannot be detected during inspection, testing etc, based on the technology available for carrying out such tests.

**1.29 ‘Drawings’, ‘Plans’** shall mean all:

- a. Drawing furnished by TPGL as a basis for Bid Proposals.
- b. Supplementary drawings furnished by TPGL to clarify and define in greater detail the intent of the Contract.
- c. Drawings submitted by the Contractor with his Bid provided such drawings are acceptable to TPGL.
- d. Drawings furnished by TPGL 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.

**1.30 “Codes”** shall mean the following including the latest amendments and / or replacement, if any:

- a. Standards of the Indian Standards Institutions.
- b. Other Internationally approved standards and / or Rules and **Regulations touching the subject matter of the Contract.**

**1.31** Words imparting ‘Person’ shall include firms, companies, corporation and association or bodies of individuals.

**1.32** Terms and expressions not herein defined shall have the same meaning as are assigned to them in the **Indian Sale of Goods Act (1930)**, failing that in the **Indian Contract Act (1872)** and failing that in the **General Clauses Act (1897)** including amendments thereof if any.

**1.33** In addition to the above the following definitions shall also apply.

- a. ‘All equipment and materials’ to be supplied shall also mean ‘Goods’.
- b. ‘Constructed’ shall also mean ‘erected and installed’
- c. ‘Contract Performance Guarantee shall also mean ‘Contract Performance Security’

## **2.0 APPLICATION**

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

## **3.0 STANDARDS**

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

## **4.0 LANGUAGE AND MEASURES**

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



## 5.0 CONTRACT DOCUMENT

- 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/material to be provided and 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 Contractor and TPGL prior to the Award of Contract.
  - d. All the materials, literature, data and information of any sort given by the Contractor along with his bid, subject to the approval of TPGL.
  - e. Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of contract if any.

## 6.0 USE OF THE CONTRACT DOCUMENTS AND INFORMATION

The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this contract, or descriptions of the site, dimensions, quantity, quality, or other information, concerning the Works unless prior written permission has been obtained from TPGL.

## 7.0 JURISDICTION OF CONTRACT

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

## 8.0 MANNER OF EXECUTION OF CONTRACT

- 8.1 The contractor should attend the concerned office of TPGL within 15(fifteen) days from the date of issue of the Letter of Award to the Contractor for signing the contract agreement.
- The 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 shall be provided with one signed original and the rest shall be retained by TPGL.
- 8.3 The Contractor shall provide free of cost to TPGL 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.

## 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 TPGL without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his Work as to complete it not later than the date agreed to.
- 11.2 The Contractor shall submit a detailed **BAR CHART / PERT NETWORK** consisting of adequate number of activities covering various key phases of the Work such as design, procurement, manufacturing, shipment and field erection activities **within fifteen (15) days of the date of Notice of Award of Contract**. This Bar Chart shall also indicate the interface facilities to be provided by TPGL and the dates by which such facilities are needed. The Contractor shall discuss with TPGL for finalization and approval of the Bar Chart by TPGL. The agreed Bar Chart shall form part of the contract documents. During the performance of the Contract, if in the opinion of the owner's Engineer in charge of the work, proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to TPGL. The interface facilities to be provided by TPGL in accordance with the agreed Bar Chart shall also be reviewed while reviewing the progress of the Contractor.
- 11.3 Based on the agreed Bar Chart fortnightly reports shall be submitted by the Contractor as directed by the owner's Engineer in charge of the work.
- 11.4 Subsequent to the finalization of the Bar Chart, the Contractor shall make available to the owner's Engineer in charge of the work a detailed manufacturing programme in line with the agreed Contract Bar Chart. Such manufacturing programme shall be reviewed, updated and submitted to the owner's Engineer in charge of the work once in every month thereafter.
- 11.5 The above Bar Charts/manufacturing programme shall be compatible with TPGL computer environment and furnished to TPGL on such media as may be desired by TPGL.

## 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 TPGL** may consider granting **time extension** for completion of the work if it is felt absolutely essential on fulfilment of following conditions by the Contractor

- a. The contractor must apply to the Engineer-In-charge in writing for extension of time so required justifying the necessity.
- b. Such application must state **the grounds**, which hindered the contractor in the execution of the work within the time as stipulated in the contract document.
- c. Such application must be made within 30 days of the date on which such hindrance had arisen.
- d. The **Engineer-in charge** must be of the opinion that the grounds shown for the extension of time are reasonable and without extension of such time completion of the work is practically impossible.

**13.2 The Engineer-In- Charge** will have powers, but the orders on the application of the Contractor accepted by the Authorities higher than the Engineer-In-Charge Shall be issued by him only after receiving of written approval from the concerned authority Higher than Engineer-In-Charge.

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



## 14.0 LIQUIDATED DAMAGES

### 14.1 For Equipment / finished item Portion (Excluding Spares)

**14.1.1.** If the Contractor fails to successfully complete the work within the time fixed under the Contract, the Contractor shall pay to TPGL as liquidated damages and not as penalty a sum specified for each specified period of delays. The details of such liquidated damages are brought out in the accompanying Special Conditions of Contract.

**14.1.2.** Materials will be deemed to have been delivered only when the items are tested and found in order and as per specifications by TPGL Engineers on call from bidders. Delay means any delay / failure to deliver the items as per approved BAR chart within specified time schedule without any acceptable hindrance.

### 14.2. Amount of liquidated damages.

**14.2.1.** The liquidated damages for delay in supply the items, beyond the dates stipulated under relevant clause shall be  $\frac{1}{2}\%$  (**Half per cent**) of the price of undelivered finished items, per week or part thereof.

**14.2.2.** The total amount of liquidated damages for delay under the Contract shall be subject to a maximum of **ten per cent (10%)** of the value of items ordered unless otherwise specifically mentioned in Special Conditions of Contract.

## 15.0 GUARANTEE

**15.1.** The Contractor shall warrant that the equipment / material shall be new, unused and in accordance with the contract documents and free from defects in material and workmanship for a period of 6 (six) calendar months commencing immediately upon the satisfactory completion of the work. The Contractor's liability shall be limited to the replacement/repair of any defective parts in the equipment/work done of his own manufacture/construction or those of his sub-contractors under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in the meantime essential in the commercial use of the equipment. Such replaced/defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by owner's Engineer in charge of the work when the equipment/work is under the supervision of the Contractor's supervisory engineer.

**15.2** In the event of any emergency, where in the judgment of the owner's Engineer in Charge of work, delay would cause serious loss or damages, repairs or adjustment may be made by him or a third party chosen by him without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Executive Engineer in Charge of work, the Contractor shall be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.

**15.3.** If it becomes necessary for the Contractor to replace or renew any defective portions of the Works, the provision of this clause shall apply to portion of the Works so replaced or renewed until the expiry of twelve (12) months from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the Addl. General Manager in Charge of work may proceed to do the work at the Contractor's risk and cost, but without prejudice to any other rights which TPGL may have against the Contractor in respect of such defects.

**15.4.** The cost of any special or general overhaul rendered necessary during the maintenance period due to defects or defective work carried out by the Contractor shall be borne by the Contractor.

**15.5.** The acceptance of the work by the **Addl. General Manager in Charge** of work shall in no way relieve the Contractor of his obligation under this clause.



**15.6.** In the case of those defective parts, which are not repairable at site, the Contractor and the Owner's Engineer in Charge of work shall mutually agree to a programme of replacement or renewal, which shall minimize interruption to the maximum extent in the operation of the system.

**15.7.** At the end of the guarantee period, the Contractor's liability ceases except for latent defects. For latent defects, the Contractor's liability as mentioned in clause nos. 14.1 through 14.7 above shall continue to remain till the end of 5 years from the date of completion of the work.

## **16.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS**

**17.1**If during the performance of the Contract, owner's Engineer in charge of the work shall decide and inform in writing to the Contractor that the Contractor has provided/manufactured any equipment, material or part of equipment unsound and imperfect or the executed works are inferior to the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such works and furnish fresh equipment/materials up to the standards of the specifications. In case, the Contractor fails to do so, the Owner's Engineer in charge of the work may on giving the Contractor seven (7) days' notice in writing of his intentions to do so, proceed to remove the portion of the works so complained of and at the cost of the Contractor perform all such work or furnish all such equipment/materials.

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

## **17.0 PATENT RIGHTS AND ROYALTIES**

Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the Works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep TPGL indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the Works, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against TPGL, the same shall be defended at the cost and expense of the Contractor who shall also satisfy/comply with any decree, order or award made against TPGL. But it shall be understood that no such machine, plant, work, material or thing has been used by TPGL for any purpose or any manner other than that for which they have been furnished and installed by the Contractor and specified under these specifications. Final payment to the Contractor by TPGL shall not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any part thereof furnished by the Contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Contractor shall at his option and at his own expense, either procure for TPGL, the right to continue the use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.



## 18.0 DEFENCE OF SUITS

If any action in court is brought against TPGL 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 TPGL, from all losses, damages, expenses or **decrees arising of such action.**

## 19.0 LIMITATION OF LIABILITIES

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

## 20.0 POWER TO VARY OR OMIT WORK

**20.1** No alterations, amendments, omissions, suspensions or variations of the Works (hereinafter referred to as 'variation') under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by owner's Engineer in charge of the work, but he shall have full powers subject to the provisions hereinafter contained, from time to time during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer confirm his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deduced from the Contract Price as the case may be.

**20.2.** In the event of the Engineer requiring any variation, a reasonable and proper notice shall be given to the Contractor to enable him to work his arrangement accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.

**20.3.** In any case in which the Contractor has received instructions from the DGM in charge of the work as to the requirement of carrying out the alterations or additional or substituted work which either then or later on, shall in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Owner's Engineer in charge of the work to that effect. But the Owner's Engineer in charge of the work shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the DGM in charge of the work.

**20.4** .If any variation in the Works results in reduction of Contract Price, the parties shall agree, in writing, to the extent of any change in the price, before the Contractor proceeds with the change.

**20.5.** In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of owner's Engineer in charge of the work shall prevail.





**20.6.** Notwithstanding anything stated above in this clause, owner's Engineer in charge of the work shall have the full power to instruct the Contractor, in writing, during the execution of the Contract to vary the quantities of the items or groups of items in accordance with the provisions of clause entitled 'Change of Quantity in Section – III'. The Contractor shall carry out such variations and be bound by the same conditions as though the said variations occurred in the Contract Documents.

## **21.0 ASSIGNMENT AND SUB-LETTING OF CONTRACT**

**21.1** The Contractor may, after informing owner's Engineer in charge of the work and getting his written approval, assign or sub-let the Contract or any part thereof other than supply of main equipment's and any part of the plant for which makes are identified in the Contract. Suppliers of the equipment not identified in the Contract or any change in the identified suppliers shall be subjected to approval by the owner's Engineer in charge of the work. The experience list of equipment vendors under consideration by the Contractor for this Contract shall be furnished to the owner's Engineer in charge of the work for approval, prior to procurement of all such items/equipment. Such assignment/sub-letting shall not relieve the Contractor of any obligation, duty or responsibility under the Contract. Any assignment as above, without prior written approval of the owner's Engineer in charge of the work, shall be void.

**21.2** For components/equipment procured by the Contractor for the purposes of the Contract, after obtaining the written approval of TPGL, the Contractor's purchase specifications and enquiries shall call for quality plan to be submitted by the suppliers along with their proposals. The quality plans called for from the Vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the Vendors quality control organization, the relevant reference document/standard used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendors shall be discussed and finalized in consultation with the owner's Engineer in charge of the work and shall form part of the purchase order/contract between the Contractor and the Vendor. Within three weeks of the release of the purchase orders/contracts for such bought out items/components, a copy of the same without price details but together with detailed purchase specifications, quality plans and delivery conditions shall be furnished to the owner's Engineer in charge of the work by the Contractor.

## **22.0 CHANGE OF QUANTITY**

- 22.1** During the execution of the Contract, TPGL 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  $\pm 10\%$  or as per direction of the authority of TPGL issued from time to time in this regard.
- 22.2** The Contract price shall accordingly be adjusted based on the unit rates available in the Contract for the change in quantities as above. The base unit rates, as identified in the Contract shall however remain constant during the currency of the Contract, except as provided for in clause 31.0 below. In case, the unit rates are not available in the contract, the same shall be worked out as below: -
- i) If the rates for the additional, altered or substituted work are specified in the contract, the contractor is bound to carry the additional, altered or substituted work at the same rates as are specified in the contract.
  - ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract, the rates will be derived from a similar class of work as are specified in the contract.
  - iii) If the rates for the additional, altered or substituted work includes any work for which no rate is specified in the contract / cannot be derived from the similar class of work in the contract, then such work shall be carried out at the rates which will be determined on the basis of current schedule of rate of TPGL above minus / plus the percentage which the total contract amount bears to the estimated cost put



to tender. Provided always if the rate for particular part or parts of the item is not available in the schedule of rates the rate of such part or parts will be determined by TPGL of the work on the basis of the prevailing market rate when the work was done.

- iv) If the rates for the additional, altered or substituted work cannot be determined in the manner specified in sub-clause i, ii & iii above, then the contractor shall within 7(Seven) days of receipt of order to carry out the order, inform the owner's Engineer in charge of the work of rate which it is his intention to charge for such class of work, supported by analysis of rate or rates claimed, and TPGL shall determine the rate or rates claimed with mutual settlement with the contractor.
- v) The deviation limit referred to above is the net effect (algebraically sum) of all additions and deductions ordered.
- vi) Time for the completion for the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract of the work and the certificate of the owner's Engineer in charge of the **work shall be conclusive for approval of the time extension by TPGL.**

### **23.0 PAKCING, FORWARDING AND SHIPMENT**

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

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

### **24.0 CO-OPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS**

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

### **25.0 NO WAIVER OF RIGHTS**

Neither the inspection by TPGL nor any order by TPGL 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 TPGL or any right to damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.





## 26.0 CERTIFICATE NOT TO AFFECT RIGHT OF TPGL 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 TPGL, nor any extension of time for execution of the Works granted by TPGL shall affect or prejudice the rights of TPGL 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 TPGL 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 TPGL, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of TPGL against the Contractor.

## 27.0 PROGRESS REPORTS AND PHOTOGRAPHS

During the various stages of the Work in the pursuance of the Contract, the Contractor shall at his own cost submit periodic progress reports as may be reasonably required by the owner's Engineer in charge of the work with such materials as, charts, Bar Charts, photographs, test certificates, etc. Such progress reports shall be in the form and size as may be required by the owner's Engineer in charge of the work and shall be submitted in at least 2 (two) copies.

## 28.0 TAKING OVER

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

## CONTRACT PRICE ADJUSTMENT

No Price Adjustment / Contract Price Variation will be allowed against the contract. The rates are firm.

## 29.0 PAYMENT

29.1 The payment to the Contractor for the performance of the Works under the Contract will be made by TPGL 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.

### 29.2 Currency of Payment

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

## 30.0 Mode of Payment

Payment due on successful completion as per schedule of work shall be made by the owner's Engineer in charge of the work through account payee Banker cheque.

## 31.0 DEDUCTION FROM CONTRACT PRICE

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



### 32.0 TRANSFER OF THE TITLE

- 32.1 This Transfer of Title of equipment's / 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.

### 33.0 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 TPGL 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 TPGL. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of transportation/ commissioning/ testing/ construction/manufacturing 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 TPGL 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 during handling, transportation, storage, and all activities to be performed till the successful completion of delivery of the equipments shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide TPGL with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to TPGL immediately after such insurance coverage. The Contractor shall also inform TPGL 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, workman compensation risks, loss or damage in handling, 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, TPGL may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premium amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premium, which may be available for higher volume or for reason of financing arrangement of the project.



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.

#### **34.0 LIABILITY FOR ACCIDENTS AND DAMAGES**

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

#### **35.0 DELAYS BY TPGL OR HIS AUTHORISED AGENTS**

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

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

#### **36.0 DEMARRAGE, WHARFAGE, ETC.**

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

#### **37.0 FORCE MAJEURE**

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

37.2 The Contractor or TPGL 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

#### **38.0 SUSPENSION OF WORK**

TPGL 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 TPGL to the Contractor in writing. The time for completion of the works will be extended for a period equal duration of the suspension.

#### **39.0 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 TPGL's Engineer in charge of the work in connection with the works or shall contravene the provisions of the Contract, TPGL 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 TPGL 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 TPGL 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 TPGL 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 TPGL shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part there of as may be necessary, to the payment of the cost of executing the said part of the Work or of completing the Works as the case may be. If the cost of completing of Works or executing a part there of as a foresaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the Contractor shall have to pay if the completion of Works is delayed.

39.2 In addition, such action by TPGL 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 TPGL 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.

#### **40.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE**

40.1 TPGL reserves the right to terminate the Contract either in part or in full due to reasons stipulated in the clause entitled "Contractor's Default." TPGL 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 TPGL is satisfied that the legal representatives of the individual contractor or of the proprietor of propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, TPGL 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 TPGL 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.

#### **41.0 GRAFTS AND COMMISSIONS ETC**

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, shall in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to the Owner resulting from any cancellation. The Owner shall then be entitled to deduct the amount so payable from any monies otherwise due to Contractor under the Contract.

#### **42. SETTLEMENT OF DISPUTES**

42.1 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.

42.2. If any dispute or difference of any kind whatsoever shall arise between DGM in charge of the work and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract,



it shall, in the first place, be referred to and settled by the AGM of the concerned circle / GM as the case may be, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to both the parties.

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

### **43. ARBITRATION**

**43.1**All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.

**43.2.** An arbitrator, to be nominated by TPGL, shall conduct the arbitration and he will be the sole arbitrator to conduct the arbitration.

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

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

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

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

### **44.0 Safety Rules**

44.1 a) each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.

b) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.

c) Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.

d) Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.

e) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.

44.2 The Contractor shall follow and comply with all relevant Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any discrepancy between statutory requirement and relevant Safety Rules referred above, the later shall be binding on the Contractor unless the statutory provisions are more stringent.

44.3 If the Contractor does not take all safety precautions and/or fails to comply with the Safety Rules as prescribed by Consortium or under the applicable law for the safety of the equipment and plant and for



the safety of personnel and the Contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors, or Employees of TPGL or any other person who are at Site or adjacent thereto, the Contractors shall be responsible for payment of compensation to Consortium members as per the compensation order issued by the appropriate authority of Government of Tripura / verdict issued by court.

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



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) 1<sup>st</sup> extension vide No. \_\_\_\_\_
  - b) 2<sup>nd</sup> extension vide No. \_\_\_\_\_
  - c) 3<sup>rd</sup> extension vide No. \_\_\_\_\_
  - d) 4<sup>th</sup> 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: -



APPLICATION FOR EXTENSION OF TIME

(Part – II)

(To be filled in by TPGL)

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.
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**APPLICATION FOR EXTENSION OF TIME**

(Part – III)

(To be filled in by TPGL)

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 MD**



**TRIPURA POWER GENERATION LIMITED**

**(A Government of Tripura Enterprise)**

Office of the Addl. General Manager

Generation Circle.

Agartala.

**PRICE BID**

**Name of work:-**GTP at Rokhia/Clearing of Jungles, Bushes, Saplings, Weeds etc. from the proposed construction site of 120MW CCGT Power Plant related to Environment clearance.

**DNIT NO: -** AGM /GNC / 2023-2024 /18.

**Dated: -** 23/ 02/2024.

**Estimated cost** :- ₹4, 70,000.00

**Earnest money** :- ₹47,000.00

**Completion period** :- 21 (Twenty one) days.

**Name of work:** GTP at Rokhia/Clearing of Jungles, Bushes, Saplings, Weeds etc. from the proposed construction site of 120MWCCGT Power Plant related to Environment clearance

SI No.	Item	Quantity	Rate in ₹	Unit	Amount in ₹
1	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth upto 30 cm measured at a height of 1 m above ground level and removal of rubbish upto a distance of 50 m outside the periphery of the area cleared.	50,000.00	9.40	Sq.m	4,70,000.000
			TOTAL		4,70,000.000

Rupees Four Lac Seevnty Thousand Only



To  
The Addl. General Manager  
Generation Circle, TPGL,  
Agartala.

Authorized address for communication:-

**Mobile No.:-**

Estimated cost put to the tender: -₹4,70,000.00

Rate to be quoted considering all Taxes CGST, SGST etc.

**Name of Work:** -GTP at Rokhia/Clearing of Jungles, Bushes, Saplings, Weeds etc. from the proposed construction site of 120MW CCGT Power Plant related to Environment clearance.

**(Rate To Be Quoted hereunder).**

1. I/WE offer to execute the work(s) described above and remedy any defects therein with conditions of the contract, specifications, and drawings, Bill of quantities and Addenda for

a. For percentage Rate Contract, @.....% (in figures) (**above / less**).....  
..... (in words). Percent below/above/ at par with the rates entered in the schedule of works.

2. I / WE undertake to commence the work(s) on receiving the notice to precede with work in accordance with the contract documents.

This tender and your written acceptance of it shall constitute a binding contract between us. I understand that you are not bound to accept the lowest or any tender you receive.

I /WE hereby confirm that this tender complies with the tender validity and earnest money required by the tendering documents and specified in NIT.

Authorized Signature.....

Name and Title of Signatory (contract).....

Address.....



## **BILL OF QUANTITIES**

### **PREAMBLE**

1. The Bill of quantity shall be read in conjunction with the instruction to Tenderer, conditions of contract, Specifications and drawings.

2.1. For the construction/commissioning works, the quantities given in the Schedule of quantities are estimated, and are given to provide a common basis for tendering. The basis of payment will be the actual quantities of the work ordered and carried out, as measured and verified by the DGM (Civil) and valued.

- a) At the rates and unit prices tendered in the Schedule of quantities in the case of item rate tenders; and
- b) At percentage rate above or below or at par of the schedule of rates as tendered by the contractor.

2.2. The rates and prices tendered in the priced bill of quantities shall, except in so far as it is otherwise provided under the contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations, etc. set out in the contract.

3. Discrepancies between rate in figures and words if arises, will govern by the T.P.W.D, norms.

4. When percentage rate tenders are invited, the Schedule of quantities will show in the tendering documents where the rates used for different items.



### **DECLARATION**

I / we ..... have gone through carefully all the Tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the TRIPURA POWER GENERATION LIMITED against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I / we hereby declare that, I / We have not been blacklisted / debarred / Suspended / demoted in TRIPURA POWER GENERATION LIMITED / or any department in Tripura or in any State of India due to any reasons as on this day...../...../2024.

Signature in full of the Tenderer while submitting tender

**Enlistment number.....**