



Tripura Power Generation Limited

(A Government of Tripura Enterprise)
Gas Thermal Electrical Division
Baramura, Khowai District, Tripura

E-TENDER DOCUMENT

FOR

Name of work:- “Clearing of Jungles, removing of vegetation at different locations surrounding Plant area, cable trenches, switchyard, office complex & quarter complex in 4 (four) times during one year at GTPS, Baramura”.

Estimated Cost: Rs. 3.33,718.00 (Rupees Three lakh thirty three thousand seven hundred eighteen) only

Detail NIE-T No.F. DGM/GTED(B)/2023-24/14

Dated 26/12/2023



1. Certified that this DNIE-T contains **45 (forty five) pages** from 1 to 45 number.
2. Header of each page of DNIE-T bears the text “**e-Tender for** Clearing of Jungles, removing of vegetation”.
3. The Bid Information Sheet of above e-Tender is shown in Page No. **2** to Page No. **3**.

Deputy General Manager
Gas Thermal Electrical Division, Baramura

SIGNATURE OF THE BIDDER WITH SEAL & DATE



Tripura Power Generation Limited

(A Government of Tripura Enterprise)
Gas Thermal Electrical Division
Baramura, Khowai District, Tripura

BID INFORMATION SHEET

1.	Name of work	Clearing of Jungles, removing of vegetation at different locations surrounding Plant area, cable trenches, switchyard, office complex & quarter complex in 4 (four) times during one year at GTPS, Baramura.
2.	Estimated Cost	Rs. 3,33,718.00 (Rupees Three lakh thirty three thousand seven hundred eighteen) only
3.	Earnest Money	Rs. 8,343/- (Rupees Eight thousand three hundred forty three) only are to be paid on-line by using NET Banking only through e-tender portal at the time of submission of bids.
4.	Tender Fee	Rs. 200/- (Rupees Two hundred) only are to be paid electronically using on-line by using NET Banking only through e-tender portal at the time of submission of bids. (Non-refundable).
5.	Completion period for the work	1 (one) year from the date of issue of Letter of Award (LoA)
6.	Date of Publishing of Tender	27/12/2023 at 06:00 PM
7.	e-procurement portal	https://tripuratenders.gov.in
8.	Period of document downloading from e-procurement portal	28/12/2023 from 10:00 AM
9.	Date of start of seeking clarification	28/12/2023 from 11:00 AM
10.	Closing date for seeking clarification	04/01/2024 upto 5:00 PM
11.	Pre-bid queries	Prospective bidder may ask for any clarification on e-tender through e-mail to brmgtps@gmail.com , the reply of which may be given by TPGL through e-mail.
12.	Bid Submission Start Date & time	05/01/2024 from 10:00 AM
13.	Bid Submission End Date & time	20/01/2024 upto 05:00 PM
14.	Payment of Tender fee & EMD.	The payment of Tender Fee & EMD shall be made ONLINE by using net banking through E-tender portal at the time of submission of bids.
15.	Technical bid Opening Date & time	22/01/2024 at 10:00 AM
16.	Price bid Opening Date	To be notified after Technical Bid Evaluation.

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	& time of	
17.	Place of Opening of Bids	In the office of the Deputy General Manager, Gas Thermal Electrical Division, Baramura, Khowai, Tripura.
18.	Bid Validity	120 (One hundred twenty) days from the date of opening of the Price Bid.
19.	Officer inviting Bids	Deputy General Manager, Gas Thermal Electrical Division, Baramura, Khowai, Tripura.

NOTE: All the above-mentioned time are as per clock time of e-procurement website <https://tripuratenders.gov.in>.

Deputy General Manager
Gas Thermal Electrical Division, Baramura

IMPORTANT NOTE:

- 1) Tender documents may be downloaded from Central Public Procurement Portal <https://tripuratenders.gov.in>. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://tripuratenders.gov.in>. The enrollment for the bidder is free of cost. Bidders need to go through the tender document where instructions are given.
- 2) Bidders can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://tripuratenders.gov.in>.
- 3) Tender and supporting documents as per NIE-T should be uploaded through website <https://tripuratenders.gov.in>. Hard copy of the tender documents will not be accepted. The successful bidder(s) shall be required to produce original documents on getting communications from TPGL before issue of formal work order.
- 4) Prospective bidders are requested to remain updated for any Notices/Amendments/Corrigendum etc. to the NIE-T document through the website www.tripuratenders.gov.in. No separate Notices would be issued for such Notices/Amendments/Clarifications etc. in the print media or individually. All the information related to this NIE-T shall only be uploaded in the website www.tripuratenders.gov.in.

Deputy General Manager
Gas Thermal Electrical Division, Baramura.

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PART-A

PART-1

NOTICE INVITING e-TENDER

Nie-T No.F.DGM/GTED/(B)/2023-24/14, Dated 26/12/2023

On behalf of Tripura Power Generation Limited (TPGL), Deputy General Manager, Gas Thermal Electrical Division, Baramura invites e-tenders in two parts from prospective bidders having enlisted with PWD/DWS/RD/CPWD or any other State /Central public sector undertakings or reputed agency for Clearing of Jungles, removing of vegetation at different locations surrounding Plant area, cable trenches, switchyard, office complex & quarter complex in 4 (four) times during one year at GTPS, Baramura.

PNIT No.	Sl. No.	Description of Work	Estimated Cost	Tender Fee	Earnest Money Deposit	Period of completion	Bid Submission end date and opening date
No.F..DGM/GTED/(B)/2023-24/14 Date 26/12/2023	1	Clearing of Jungles, removing of vegetation at different locations surrounding Plant area, cable trenches, switchyard, office complex & quarter complex in 4 (four) times during one year at GTPS, Baramura. Nie-T No.F.DGM/GTED/(B)/2023-24/14 Dated: 26/12/2023	Rs. 3.33,718.00 (Rupees Three lakh thirty three thousand seven hundred eighteen) only	Rs. 200/- (Rupees Two hundred)	Rs. 8,343/- (Rupees Eight thousand three hundred forty three) only	1 (One) year from the date of issue of Letter of Award (LoA)	20/01/2024 and 22/01/2024

- The other details related to this e-tender can be seen and downloaded from the website <http://tripuratenders.gov.in>.
- Notification / Corrigendum / Addendum, if any, will be published only on the above website.

Deputy General Manager
Gas Thermal Electrical Division, Baramura

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Gas Thermal Electrical Division
Baramura, Khowai District, Tripura

PARTICULARS OF E-TENDER:

1.1	e-Tender No.	DNIe-T No.DGM/GTED/(B)/2023-24/14, Dated 26/12/2023
1.2	Particulars of work	Clearing of Jungles, removing of vegetation at different locations surrounding Plant area, cable trenches, switchyard, office complex & quarter complex in 4 (four) times during one year at GTPS, Baramura.
1.3	Period of completion	1 (One) Year from the date of issuance of Letter of Award (LoA).
1.4	Period of validity of rates for acceptance	120 (One hundred two) days from the date of opening of Price Bid.
1.5	Place of opening of e-tender	In the office of the Deputy General Manager, Gas Thermal Electrical Division, Baramura, Khowai Tripura.

2. The bidders can view the NIe-T and the time schedule (Key Dates) for all the tenders floated through the single portal e-procurement system on the Home Page at <https://tripuratenders.gov.in>.
3. Bidders are advised to study the tender Document carefully. Submission of e-Bid against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the tender Document with full understanding of its implications.
4. The bid should be submitted through e-Procurement website <https://tripuratenders.gov.in>.
5. In the event of date specified for e-Bids opening being declared a holiday for TPGL's office then the due date for opening of e-Bids shall be the following working day at the appointed time and place.
6. All the required documents including Price Schedule/BOQ should be uploaded by the Bidder electronically in the PDF/XLS format. The required electronic documents for each document label of Technical (Qualification details, e-Bid Form and Technical Specification details) schedules can be clubbed together to make single different files for each label. All the enclosures should be scanned and uploaded with bid as per requirement of e-procurement portal <https://tripuratenders.gov.in>.

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Gas Thermal Electrical Division
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(To be submitted in the official letter head of the company)

COVERING LETTER:

e-Bid Ref. No. _____ / _____ /2023

To
The Deputy General Manager
Gas Thermal Electrical Division
Baramura, Khowai District, Tripura.

SUB: Offer in response to DNIE-T No.DGM/GTED/(B)/2023-24/14, Dated 26/12/2023.

Sir,

We are submitting our offer in full compliance of the terms & conditions of the above cited NIE-T. A copy of bid document duly signed on each page is also submitted as a proof of our acceptance of all specifications as well as all the terms & conditions.

We confirm that, we have the capability for Clearing of Jungles, removing of vegetation at different locations surrounding Plant area, cable trenches, switchyard, office complex & quarter complex in 4 (four) times during one year at GTPS, Baramura.

We have electronically deposited the Tender Fee of **Rs. 200/- (Rupees Two hundred) only** and EMD of **Rs. 8,343/- (Rupees Eight thousand three hundred forty three) only** through e-procurement portal.

We confirm that our offered rate would be valid for at least 120 (one hundred twenty) days from the date of opening of Price Bid.

The e-tender is uploaded in two separate files named Part-A for technical bid & Part-B for Price Bid only.

(Signature of the authorized signatory)

Name:
Designation:
Company Seal:

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Gas Thermal Electrical Division
Baramura, Khowai District, Tripura

GENERAL PARTICULARS OF BIDDER:

a)	Name of Bidder	
b)	Postal Address	
c)	Web site	
d)	Mobile No.	
e)	e-mail address	
f)	Telephone, Telex, Fax No	
g)	Name, designation of the authorized representative of the Bidder to whom all references shall be made	
h)	Mobile No. of authorized representative	
i)	Name and address of the Indian/foreign Collaboration if any	
j)	Have anything/extra other than price of items (as mentioned in price Schedule) been written in the price schedule.	
k)	Have the Bidder ever been debarred by any Govt. Deptt. / Undertaking for undertaking any work? (Upload undertaking)	
l)	Details of offer (please mention number of pages and number of Drawings uploaded)	
m)	Reference of any other information attached by the bidder (please Mention no. of pages & no. of drawings)	

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(To be submitted in the official letter head of the company)

DECLARATION BY THE BIDDER

(Regarding e-Tender Notice No.DNIE-T No.DGM/GTED/(B)/2023-24/14, Dated 26/12/2023.

I/We _____ (hereinafter referred to as the bidder) being desirous of tendering for the work under the above mentioned tender and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the tender document, DO HEREBY DECLARE THAT-

- 1) The Bidder is fully aware of all the requirements of the tender document and agrees with all provisions of the tender document.
- 2) The Bidder is capable of executing and completing the work as required in the tender.
- 3) The Bidder accepts all risks and responsibilities directly or indirectly connected with the performance of the tender.
- 4) The Bidder has no collusion with other contractor, any employee of TPGL/TSECL/ Department of Power, Govt. of Tripura or its autonomous bodies or with any other person or firm in the preparation of the bid.
- 5) The Bidder has not been influenced by any statement or promises of TPGL/TSECL / Department of Power, Govt. of Tripura or its autonomous bodies or any of its employees but only by the tender document.
- 6) The Bidder is financially solvent and sound to execute the work.
- 7) The Bidder is sufficiently experienced and competent to perform the contract to the satisfaction of TPGL.
- 8) The information and the statements submitted with the tender are true.
- 9) The Bidder is familiar with all general and special laws, acts, ordinances, Rules and Regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
- 10) The Bidder has not been debarred or Black Listed from similar type of work by TPGL/TSECL and or Central / State Government Departments /Undertaking during last three years.
- 11) This offer shall remain valid for acceptance for 120 (one hundred twenty) days from the date of opening of the Price Bid.
- 12) The Bidder gives the assurance to execute the work as per specifications, terms and conditions of the NIE-T and within the time specified in the bid document.
- 13) The Bidder assured to execute the work in accordance to the time schedule as per PERT Network duly approved by TPGL/TSECL.
- 14) The terms and conditions of NIE-T will be binding upon bidder in the event of acceptance of their tender.
- 15) The Bidder has submitted the Tender Fee and Earnest Money as required in the tender document.
- 16) The Bidder accepts that the earnest money be partially / absolutely forfeited by TPGL as per the terms & conditions laid down in this NIE-T.

Date: ____/____/2023

(Signature of bidder)
WITH SEAL

SIGNATURE OF THE BIDDER WITH SEAL & DATE



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Gas Thermal Electrical Division
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CHECKLIST OF ANNEXURE/DOCUMENT TO BE UPLOADED:

The following information/documents are to be annexed, flagged and uploaded by the Bidders along with the Technical BID). The list is indicative, any other document as required / specified in this NIE-T are to be uploaded.

Sl. No.	Annexure No.	Particulars	Yes / No
1	Annexure – I (A)	Tender Fee	
	Annexure – I (B)	Earnest Money Deposit (EMD)	
2	Annexure – I (C)	Affidavit to confirm that the bidder has not been Debarred or Blacklisted as per DNIT.	
3	Annexure – II (A)	Technical Eligibility as per cl- 3.2 of section 3	
	Annexure – II (B)	Technical particulars, data sheet, catalogue	
4	Annexure – IV (A)	PAN Card	
	Annexure – IV (B)	GST registration certificate	
	Annexure – IV (C)	IT return for last 3 Years starting from FY 2019-20	
5	Annexure – V (A)	A summarized sheet of experiences per FORMAT 1	
	Annexure – V (B)	Power of Attorney as per FORMAT – 3	
6	Annexure – VII (A)	Declaration by the bidder	
	Annexure – VII (A)	Covering Letter	
7	Annexure – VII (A)	any other document as per DNIE-T	

NOTE:

- Please mark the Annexure number in **right upper corner** in **all pages** of the concerned uploaded documents and **write Annexure number** in the box.
- Bids received without supporting documents as specified and mentioned in NIE-T shall be rejected.

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PART -2: INSTRUCTION TO BIDDERS (ITB)

SECTION -1: THE e-TENDER DOCUMENT

1.1 Contents of e-tender document: The e-tender procedure and contract terms are prescribed in the e-tender Documents. In addition to the e-tender Notice the Bidding documents include.

1.1.1 PART – A

1.1.1.1 PART – 1

- 1.1.1.1.1 e-tender Notice
- 1.1.1.1.2 Particulars of e-tender
- 1.1.1.1.3 Covering letter
- 1.1.1.1.4 General Particulars of bidders
- 1.1.1.1.5 Declaration by bidder
- 1.1.1.1.6 Checklist of Annexure

1.1.1.2 PART 2: Instruction to bidder

- 1.1.1.2.1 Section -1 Contents of e-tender document
- 1.1.1.2.2 Section-2 Bidder to inform fully
- 1.1.1.2.3 Section -3 Eligibility condition
- 1.1.1.2.4 Section-4 Preparation of e-tender
- 1.1.1.2.5 Section-5 Uploading of e-tender
- 1.1.1.2.6 Section -6 e-tender opening and evaluation
- 1.1.1.2.7 Section-7 Procedure for Finalisation of Bid

1.1.1.3 PART 3: General Condition of the Contract

1.1.1.4 PART 4: Scope of Work

1.1.1.5 PART 5: Technical Bid

1.1.2 PART – B: PRICE BID

[NOTE: The Bidder is expected to examine all instructions, forms, terms and specifications as mentioned in the e-tender document. Failure to furnish all information required by the e-tender documents or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and is likely to result in out-right rejection of the e-tender.]

1.2 LOCAL CONDITIONS:

It shall be imperative on each bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the works covered under these documents and specifications. TPGL shall not entertain any request for clarifications from the Bidder, regarding such local conditions.

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Baramura, Khowai District, Tripura

1.3 CLARIFICATION:

- 1.3.1 A prospective Bidder to clarify any issue regarding the NIE-T including in particular, issues may contact TPGL as per **FORMAT- 6** through e-mail at the mailing address brmgtps@gmail.com on or before **04/01/2024 within 5:00 PM**, reply to the clarification will be sent through e-mail only.
- 1.3.2 Verbal clarifications and information given by the TPGL or its employees or its representatives shall not be in any way entertained.
- 1.3.3 The bidders have to remain updated with the e-procurement portal <https://tripuratenders.gov.in>.
- 1.3.4 TPGL is not under any obligation to entertain or respond to suggestions made or to incorporate modifications sought for.

1.4 AMENDMENT OF E-TENDER DOCUMENT:

- 1.4.1 At any time prior to the due date for submission of the e-tender, TPGL may for any reason, whether at its own initiative or as a result of a request for clarification / suggestion by a prospective bidder, amend the tender document by issuing a notice.
- 1.4.2 The amendments will be notified on the e-Tender website <http://tripuratenders.gov.in> at least **3 (three) days** before the last date of submission of the tender. TPGL will bear no responsibility or liability arising out of non-receipt of the information in time or otherwise. Bidders must check the website for any such amendment before submitting their bid.
- 1.4.3 If any Notification is to be issued within 3 (three) days from the last date of submission of tender, suitable time extension for bid submission would be given.
- 1.4.4 All the notices related to this bid which are required to be publicized shall be uploaded on website <http://tripuratenders.gov.in>.

The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions, including site conditions and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bids, the Bidder shall be deemed to have examined the Laws and Regulations in force in India and prepare the Financial Bid and other sections taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the implementation of Clearing of Jungles, removing of vegetation at different locations surrounding Plant area, cable trenches, switchyard, office complex & quarter complex in 4 (four) times during one year at GTPS, Baramura. Accordingly, the Bidder acknowledges that, on being selected as the Selected Bidder, it shall not be relieved from any of its obligations foreseen under this Document nor shall be entitled to any extension of time for

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completion of entire scope of supply or financial compensation for any reason whatsoever.

- 1.5 The Bidders should particularly acquaint themselves with the technical requirements of the work.
- 1.6 TPGL shall not entertain any request for clarifications from the Bidders regarding the same. Non-awareness of required information about the transportation of drinking water at GTPS, Baramura shall not be a reason for the Bidder to request for extension in the Bid Deadline. The Bidder undertakes and agrees that, before submission of its Bid; all such factors as generally stated above, have been fully investigated and considered while submitting the Bid.

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SECTION-2: BIDDERS TO INFORM FULLY

2.1 INTRODUCTION:

Considering necessity for **Clearing of Jungles, removing of vegetation** at Gas Thermal Power Stations of Baramura, Deputy General Manager, Gas Thermal Electrical Division, Baramura on behalf of TPGL has invited e-tender for Clearing of Jungles, removing of vegetation at different locations surrounding Plant area, cable trenches, switchyard, office complex & quarter complex in 4 (four) times during one year at GTPS, Baramura

2.2 LOCATIONS OF WORK:

Clearing of Jungles, removing of vegetation will be done at different locations like **surrounding Plant area, cable trenches, switchyard, office complex and quarter** etc. at Gas Thermal Power Station, Baramura, Khowai, Tripura.

2.3 MODE OF EXECUTION OF PROGRAMME:

- 2.3.1 The basis of evaluation of the bids shall be the cost/rate quoted in the Price Schedule. To further clarify the loading, unloading, handling and taxes etc. shall be inclusive to the cost of **Clearing of Jungles, removing of vegetation** for comparison and evaluation. The bidders are required to quote rate / cost on firm basis and no price variation on any account shall be considered.
- 2.3.2 The work shall be carried out as given here under:-
- 2.3.2.1 The contractor shall be allowed for **Clearing of Jungles, removing of vegetation** at site as mentioned in this document after obtaining clearance from TPGL.
- 2.3.2.2 The work covers **Clearing of Jungles, removing of vegetation** at site including at various locations in Gas Thermal Power Station, Baramura, Khowai Tripura.
- 2.3.2.3 TPGL reserves the right to change the location during the period of contract for clearing of jungles, removing of vegetation.

- 2.4 **TENDER FEE:-Rs. 200/- (Rupees two hundred)** only are to be paid on-line by using NET Banking only through e-tender portal at the time of submission of bids (Non-refundable).

- 2.5 **EARNEST MONEY DEPOSIT (EMD): Rs. 8,343/- (Rupees Eight thousand three hundred forty three)** only are to be paid on-line by using NET Banking only through e-tender portal at the time of submission of bids.

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2.6 PROCEDURE FOR DEPOSITING TENDER FEE (TF) AND EARNEST MONEY DEPOSIT (EMD):

- 2.6.1 Tender Fee and Earnest Money Deposit are to be paid electronically using the On-line payment Facility provided in the e-procurement Portal.
- 2.6.2 After initiating the Bid Submission Process from “My Tender” option, an “Online Payment” page will appear which will display the total TF & EMD.
- 2.6.3 On submission of TF & EMD payment option, System will redirect to the SBI Bank MOPS window.
- 2.6.4 SBI MOPS (Multiple Option Payment System) will have two options for Net Banking – “SBI” & “Other Bank”. Bidder can choose any of the options as desired and can complete the Online Payment process.

2.7 RELEASE OF EARNEST MONEY DEPOSIT (EMD):

- 2.7.1 EMD amount shall be refunded to all the bidders including successful bidder in their respective Bank accounts, after the Letter of Award (LoA)/Award of Contract (AoC) is uploaded in the e-procurement Portal <http://tripuratenders.gov.in>, on receipt of Performance Bank Guarantee from the successful bidder.
- 2.7.2 The EMD of the successful bidder may be forfeited along with other penal actions as deemed fit by the TPGL if the L1 bidder fails to execute the Contract Agreement within the stipulated period after issuance of Letter of Award (LoA) or fails to execute the awarded work within the stipulated period, after acceptance of the Letter of Award (LoA).
- 2.7.3 If any bidder withdraws his offer after opening Technical Bid before opening of Price bid or makes any modification in the terms and conditions of the quotation which are not acceptable to the Tendering Authority, 100% of the deposited EMD shall be forfeited.
- 2.7.4 If any bidder withdraws his offer after opening of Price Bid within the period of bid validity or makes any modification in the terms and conditions of the quotation which are not acceptable to the Tendering Authority, the deposited EMD shall be forfeited.
- 2.7.5 If document(s)/certificate(s) submitted by the bidder(s) is/are found fake/false/fabricated, 100% EMD of the bidder(s) will be forfeited.
- 2.7.6 The EMD by the bidders will not carry any interest.

2.8 PERFORMANCE SECURITY:

- 2.8.1 Successful bidder within 20 (twenty) days of the issue of Letter of Intent (LoI) shall provide “Performance Bank Guarantee” as Performance Security for an amount equal to the 10 % of the total contract value with a validity period of contract + 30 (thirty) days claim period.
- 2.8.2 Performance Bank Guarantee shall be initially submitted for a period of 1(one) year + 30 (thirty) days claim period and later on validity shall be extended up to extra period if any extension of contract is made.
- 2.8.3 Performance Bank Guarantee should be submitted in favour of Deputy General Manager Gas Thermal Electrical Division, Baramura in the **FORMAT 4** (Performance Security Bond Form).
- 2.8.4 The Performance Security shall be denominated in Indian Rupees and shall be in the form of Bank Guarantee (BG) on Nationalized / Scheduled Bank guaranteed by the Reserve Bank of India.

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- 2.8.5 Any request for time extension by the bidder for submission of “Performance Bank Guarantee” will not be accepted.
- 2.8.6 On receipt of “Performance Bank Guarantee” from the selected bidder, TPGL will scrutinize the received instrument for its authenticity and validity for the Amount & Period.
- 2.8.7 The Performance Security shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to TPGL.
- 2.8.7.1 If the Successful Bidder is not able to complete the entire scope of work to the satisfaction of TPGL, hundred percent (100%) Performance Security amount would be forfeited.
- 2.8.7.2 In the event of breach / violation or contravention of any terms and conditions contained herein by the agency i.e. if the selected bidder fails to execute the contract, the Performance Security, part / whole as per decision of Tendering Authority, will be forfeited from the guarantor.
- 2.8.8 The Performance security shall be released after successful completion of work with the compliance of entire obligations in the contract.

2.9 Tender Fee, Earnest Money Deposit, Performance Bank Guarantee is mandatory for all bidders.

2.10 BID INFORMATION SHEET:

2.10.1	Document Description	Clearing of Jungles, removing of vegetation at different locations surrounding Plant area, cable trenches, switchyard, office complex & quarter complex in 4 (four) times during one year at GTPS, Baramura.
2.10.2	Tender Fee	Rs. 200/- (Rupees Two hundred) only are to be paid on-line by using NET Banking only through e-tender portal at the time of submission of bids (Non-refundable).
2.10.3	Earnest Money Deposit	Rs. 8,343/- (Rupees Eight thousand three hundred forty three) only are to be paid on-line by using NET Banking only through e-tender portal at the time of submission of bids
2.10.4	Performance Security	Successful bidder within 20 (twenty) days of the issue of Letter of Intent (LoI) shall provide “Performance Bank Guarantee” as per Performance Security for an amount equal to the 10 % of the total contract value with a validity period of contract + 30 (thirty) days claim period.

2.11 The bidder shall be responsible for **Clearing of Jungles, removing of vegetation at different locations** for a period of 1(one) year, during which TPGL will monitor effective & satisfactory performance.

2.12 **Tender without Tender Fee & EMD shall not be accepted.**

2.13 This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

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- 2.14** RIGHT TO ACCEPT / REJECT THE BID: TPGL reserves the right to accept or reject any bid or annul the bidding process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the ground for such decision.

SECTION -3 ELIGIBILITY CONDITION

3.1	General Eligibility	3.1.1 The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
3.2	Technical Eligibility	3.2.1 The bidder should have valid enlistment copy or 3.2.2 The bidder should have experience for Clearing of Jungles, removing of vegetation or 3.2.3 Previous credential / records of the bidder as proof of experience / credential/satisfactory completion of works etc., as specified above should be submitted along with technical bid of the tender as performance certificate. or 3.2.4 Experience of any collaborator/sister concern of the bidder submitted as experience proof of the bidder may also be accepted.
3.3	Tender Fee	Rs. 200/- (Rupees Two hundred) only.
3.4	EMD	Rs. 8,343/- (Rupees Eight thousand three hundred forty three) only.

- 3.6 Bidders shall maintain strict adherence while filling the formats as specified in this document during submission of bids. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures /pamphlets. Non-adherence to formats and / or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly filled in, signed and stamped by the authorized signatory of the Bidder then scanned and uploaded in the Technical Bid.

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SECTION-4 PREPARATION OF E-TENDER

4.1 LANGUAGE OF BID AND MEASURE: The e-tender prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and TPGL shall be written in the **English** provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purpose of interpretation units of measurement shall be MKS system.

4.2 DOCUMENTS COMPRISING THE BID: The e-tender prepared by the Bidder shall comprise the following components:

- 4.2.1 Covering letter as provided in e-tender document.
- 4.2.2 General particulars of bidder, as provided in e-tender document.
- 4.2.3 Declaration by The Bidder, as provided in e-tender document
- 4.2.4 Details for Past Experience meeting Qualification Requirements in the prescribed **FORMAT 1** with Documentary evidence establishing that the bidder is eligible and qualified to perform the contract if its tender is accepted.
- 4.2.5 Check list of Annexure as provided in e-tender document
- 4.2.6 A copy of the in e-tender document signed on each page, as a confirmation by the Bidder to accept all technical specifications / commercial conditions along with all necessary enclosures.
- 4.2.7 Authorization letter of the Bidder for the person representing his Company/Firm/ Corporation, that he is authorized to discuss with specific mention of this e-tender.

4.3 BID PRICE:

- 4.3.1 The Bidder shall indicate prices on the appropriate price bid schedule.
- 4.3.2 The rate quoted in the Bill of Quantity (BOQ) which is in MS-Excel (Macro enabled) should be in Indian Rupees and be firm, inclusive all the charges including GST etc. as required.

4.3.3 DUTIES AND TAXES:

- 4.3.3.1 The price quoted should include all taxes as applicable. Except as otherwise, specifically provided in the contract, the bidder shall bear and pay all taxes, duties, levies and charges assessed on the bidder by all Municipal, State or National Govt. Authorities. All taxes, duties & levies on the works Contract, if any, shall be to the bidders account and no separate claim in this regard will be entertained by TPGL.
- 4.3.3.2 TDS on Income as applicable will be deducted at source as per the prevailing laws.
- 4.3.3.3 GST will be applicable as per the prevailing Laws and Rules of Government of India and Government of Tripura.
- 4.3.3.4 In case of variation in applicable GST (+ or -) during the Contract Period, the same will be adjusted accordingly. In such cases, the basic rate of the systems will be considered as per Cost breakup furnished as per the BOQ.

4.4 BID CURRENCIES: Prices shall be quoted in Indian Rupees (INR) only.

4.5 PERIOD OF VALIDITY OF e-TENDER:

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- 4.5.1 Validity of the offer shall be 120 (One hundred twenty) days from the date of opening of the Price Bid of the e-tenders.
- 4.5.2 In exceptional circumstances, the TPGL will solicit the Bidder's consent to an extension of the period of validity. The request and the response there of, shall be made in writing.

4.6 BID SECURITY / EARNEST MONEY DEPOSIT (EMD):

- 4.6.1 The bidder shall submit, as part of its bid, BID SECURITY / EMD electronically using the Online Payment Facility provided by e-procurement Portal.
- 4.6.2 EMD amount shall be refunded to all the bidders including success bidder in their respective Bank accounts, after the Letter of Award (LoA) is issued through e-procurement Portal <http://tripuratenders.gov.in>, on receipt of Performance Bank Guarantee from the successful bidder within the stipulated time period stipulated in N/e-T.

4.7 FORMAT AND SIGNING OF e-TENDER:

- 4.7.1 The bid must contain the name, residence and places of business of the persons making the e-tender and must be signed as per FORMAT-2.
- 4.7.2 The e-tender submitted by Corporation/ Company must be signed with the legal name of the Corporation/ Company/Firm by the "President", Managing Director or by the "Secretary" or other designation or a person duly authorized.
- 4.7.3 The soft copy of the e-tender shall be signed by the Bidder or a person duly authorized to bid. The letter of authorization shall be submitted along with power-of-attorney. All the pages of the bid shall be initialled by the person or persons signing the e-tender.
- 4.7.4 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder in which case such corrections shall be initialled by the person or persons signing the e-tender.

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SECTION-5 UPLOADING OF e-TENDER

- 5.1 Bid should be uploaded online in e-procurement portal <https://tripuratenders.gov.in>. First part (PART-A) should contain the documents as per mentioned in this DNIEt in part A part - 1 section – 6 (CHECKLIST OF ANNEXURE/DOCUMENT TO BE UPLOADED). All parts of tender documents except price bid should be uploaded as per e-procurement mode within due date and time. Scanned copy of documents as specified in NIE-T should be uploaded.
- 5.2 The Bidder should upload the filled BOQ with quoted price in the financial folder (PART-B). Therefore, it is in the interest of the Bidder not to write anything extra except price.
- 5.3 The original copy of uploaded document i.e. First part (**PART-A**) is not required to be submitted to TPGL. However, in case of successful bidder the original signed copy shall be submitted on getting letter from TPGL.
- 5.4 DEADLINE FOR SUBMISSION OF BIDS: Bids must be uploaded by the bidder in e-procurement portal <https://tripuratenders.gov.in> or before **20/01/2024 upto 5:00 PM**.

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SECTION - 6: e-TENDER OPENING AND EVALUATION

6.1 OPENING OF e-TENDER: The procedure of opening of the e-tender shall be as under:

- 6.1.1 First part (PART-A) i.e. Technical bid of the tender would be opened online by TPGL on **22/01/2024 at 10:00 AM**. Bidders can view the opening of tender through e-procurement portal **<https://tripuratenders.gov.in>**.
- 6.1.2 Second Part (PART-B) containing Price Bid shall be opened (after obtaining clarifications and establishing technical suitability of the offer) as per schedule. Second part (PART B) of only those Bidders shall be opened whose first part (PART-A, technical bid) is found substantially responsive as per terms & conditions of NIE-T and evaluated as technically qualified.
- 6.1.3 The date of opening of Price bid of technically qualified bidders would be intimated through e-procurement portal **<https://tripuratenders.gov.in>**.

6.2 CLARIFICATION ON SUBMITTED e-TENDER DOCUMENT:

- 6.2.1 During the process of evaluation of the tender (Technical & Price bid), TPGL at its discretion may ask the bidder for a clarification of his tender through e-mail. The request for clarification and the response shall be in English only through e-mail.
- 6.2.2 Any query regarding any clarification required by TPGL on the information submitted by the bidder, must be replied by the bidder within the allowed time schedule.

6.3 TPGL reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this document and make its own judgment regarding the interpretation of the same. In this regard TPGL shall have no liability towards any Bidder and no Bidder shall have any recourse to TPGL with respect to the selection process. TPGL shall evaluate the Bids using the evaluation process specified in this document or as amended, at its sole discretion. TPGL's decision in this regard shall be final and binding on the Bidders.

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SECTION-7: PROCEDURE FOR FINALISATION OF BID

7.1 The Procedure for Finalization of BID would be as follows:

- 7.1.1 First the Technical bids shall be opened and evaluated.
- 7.1.2 Then the price bid of technically qualified bidders shall be opened.
- 7.1.3 The lowest rate (L1) shall be considered as the rate for awarding the Contract.

7.2 Finalization of Empanelment:

- 7.2.1 The lowest rates as evaluated (and in turn approved by TPGL) would be the “Approved Rate”.
- 7.2.2 L1, the lowest bidder will be declared as the successful bidder.

7.3 TPGL reserves the right at the time of awarding the contract to increase quantity without any change in price or other terms and conditions.

7.4 Decision of TPGL in this regard will be final & binding on the bidders.

7.5 VALIDITY OF TENDER & FINALIZED RATE: The Approved L1 rates will be valid till the completion of work.

7.6 LETTER OF AWARD (LoA):

- 7.6.1 TPGL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated technically acceptable bid as per tender documents, further provided that the bidder is determined to be qualified to perform the contract satisfactorily.
- 7.6.2 Prior to expiry of the bid validity, TPGL, on acceptance of their bid, will notify the successful bidder (Allocation as per Clause No. 7.2.2) in writing through issuing Letter of Award (LoA) either through scanned e-mail or through registered / speed post / courier.
- 7.6.3 The LoA will constitute the formation of the contract and the successful bidder has to return the duplicate copy of the LoA with duly signed as acceptance of LoA within 15 (fifteen) days, otherwise LoA will be deemed to be accepted by the successful bidder on whom the award is given.
- 7.6.4 The Successful Bidder shall not assign or make over the work, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of TPGL. TPGL reserves its right to cancel the Letter of Award (LoA) either in part or full, if this condition is violated.
- 7.6.5 **LoA will be uploaded in the e-procurement portal <https://tripuratenders.gov.in> only after receipt of “Performance Bank Guarantee” for releasing EMD to all bidders.**

7.7 CONTRACT AGREEMENT:

- 7.7.1 A contract agreement for execution of the work shall be signed by the successful bidder with TPGL within 20 (twenty) days of issuance of Letter of Award (LoA) by TPGL.

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- 7.7.2 Within 20 (twenty) days from the date of issue of Letter of Award (LoA), successful bidder has to submit "Performance Bank Guarantee" as Performance Security for an amount equal to the 10 % of the total contract value with a validity period of contract + 30 (thirty) days claim period as per the NIE-T.
- 7.7.3 In case agreement is not executed and Performance Bank Guarantee is not submitted within the stipulated time, the LoA will be treated as cancelled and EMD will be forfeited.
- 7.7.4 On receipt of Performance Bank Guarantee and execution of Contract Agreement, LoA will be uploaded in e-procurement portal www.tripuratenders.gov.in for releasing EMD to all bidders.
- 7.7.5 Successful bidder is to make in his own cost two original copies of Contract Agreement containing Contract Agreement on Non-judicial Stamp Paper of Rs. 100/- only (as per Format 2), LoA, Technical bid, Price Bid, copy of PBG and copies of tender documents which are to be jointly signed by TPGL & the successful bidder within 20 (twenty) days from the issue of the LoA.
- 7.7.6 Five more copies of Contract Agreement are to be submitted by the successful bidder to TPGL at the cost of the successful bidder.
- 7.7.7 The denial of the successful bidder to undertake the work after issue of Letter of Award (LoA) shall be treated as breach of contract and TPGL may forfeit EMD / Performance Bank Guarantee amount submitted by successful bidder.
- 7.8 RIGHT TO VARY QUANTITIES:** The authority reserves the right of awarding the work in a phased manner. TPGL may increase the total tendered quantity at the time of award of contract or within the validity of tender as per approved rates, terms & conditions.

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PART – 3: GENERAL CONDITION OF THE CONTRACT

1 DEFINITIONS:

- 1.1 **“TENDERING AUTHORITY”** shall mean the undersigned i.e. Deputy General Manager, Gas Thermal Electrical Division, Baramura, Khowai District, Tripura with its Corporate office at Vidyut Bhawan, Old Building, Banamalipur, Agartala, West Tripura District, Pin: 799001.
 - 1.2 **“TPGL”** shall mean Tripura Power Generation Limited, A Government of Tripura Enterprise with its Head Office at Vidyut Bhawan, Old Building, Banamalipur, Agartala, West Tripura District, Pin: 799001 and shall also include its successors in interest and assignees.
 - 1.3 The **“CONTRACTOR”** or **“SUCCESSFUL BIDDER”** shall mean shall mean the Firm/ Person (whose tender has been accepted by TPGL) and shall include his legal representatives, successor in interest and assignees. The **“CONTRACT”** shall mean “Clearing of Jungles, removing of vegetation at different locations surrounding Plant area, cable trenches, switchyard, office complex & quarter complex in 4 (four) times during one year at GTPS, Baramura”.
 - 1.4 **“BIS”** shall mean specifications of Bureau of Indian Standards (BIS);
 - 1.5 **“Bids”** shall mean the Technical Bid and the Price Bid submitted by the Bidder electronically at the prescribed web portal, in response to the e-bid document, in accordance with the terms and conditions hereof.
 - 1.6 **“Bid Deadline”** shall mean the last date and time for submission of Bid in response to the Nle-T and as may have been extended in accordance with the e-bid document.
 - 1.7 **“Bidder”** shall mean a Bidding Company complying with the provisions of **SECTION 3**;
 - 1.8 **“Completion of work”** means clearing of jungles, removing of vegetation at different locations has been completed in full and good condition as per Nle-T.
 - 1.9 **“Price Bid”** shall mean the e-Bid, containing the Bidder’s quoted cost in the **PART -B** of the e-bid document.
 - 1.10 **“Security Deposit”** shall mean the bank guarantee to be provided from a Selected Bidder to the TPGL in accordance with the prescribed Format;
- 2 In case the contractor/ bidder fails to execute the said work within stipulated time, “TPGL” will be at liberty to get the work executed from the open market without calling any tender/e-tender and without any notice to the contractor/ bidder, at the risk and cost of the contractor/ bidder. Any additional cost incurred by “TPGL” shall be recovered from the contractor/ bidder. If the cost of executing the work as aforesaid shall exceed the balance due to the contractor/ bidder, and the contractor/ bidder fails to make good the additional cost, “TPGL” may realize it from the contractor/ bidders’ pending claims (PBG), Additional Performance Security or in any lawful manner.
- 3 That on the request of the contractor/ bidder and also in the interest of the organization, “TPGL” is authorized to extend the validity of the agreement, subject to that the request of the contractor/ bidder (with proof of evidence of such delay) is received before the expiry of the agreement period, or any extended period granted to the contractor/ bidder.

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- 4 The relevant clauses, terms & conditions of Agreement shall remain valid upto the date of completion as per Letter of Award (LoA) or the extended period granted by TPGL.
- 5 It will be the sole responsibility of the contractor/ bidder, to execute orders placed as per time schedule, and to ensure quality parameters, specifications and other requirements provided in the e-tender document and as per agreement.
- 6 The interest of the work and the programme, agreement executed between the contractor/bidder and the "TPGL" may be extended to a mutually agreed period, if the need so arises. It shall be sole responsibility of the contractor/ bidder to get verified the quality & quantity of the work at the site.
- 7 The contract may be cancelled by the TPGL if the contractor repeatedly fails to complete the work as per work scope. (Such cases at least 3 notice of failure will be brought to the notice of the Contractor before terminating the contract).
- 8 Contract will be initially for 1 (one) year on the same rates, terms & condition. Rates tendered should be including of all taxes and charges and valid for 1 (one) year. **During this period, no price variation claim will be entertained.**
- 9 **WORK EXECUTION:**
 - 9.1 **PROJECT MANAGER:** The TPGL shall appoint & Notify the successful bidder to whom LoA is issued in writing of the name of Manager-in charge. The Manager-in Charge shall represent & act for the TPGL at all times during the period of the contract.
 - 9.2 **CONTRACTOR'S REPRESENTATIVE:** Within 10 (ten) days of the issue of LoA, the successful bidder shall appoint the bidder's representative and shall request the TPGL in writing to approve the person so appointed. The bidder's representative shall represent and act for the bidder at all time during the contract period. All Notices, instructions & all other communication made by TPGL or the Manager-in charge shall be given to the bidder's representative. The bidder shall not revoke the appointment of bidder's representative without the prior written consent of TPGL.
 - 9.3 From the commencement of work until operational acceptance, the bidder's representative shall supervise all work done at site and shall be present at site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the contractor.
 - 9.4 In absence of Contractor's representative, as mentioned above, a suitable person as substitute shall be appointed to act as his/her deputy.
 - 9.5 TPGL may by Notice to the bidder object to any representative / person employed by the bidder in execution of the contract, who in the reasonable opinion of TPGL may behave in appropriately, may be incompetent or negligent or may commit serious breach of site regulations provided under the Contract. The TPGL shall provide evidence of the same whereupon the bidder shall remove such person from the site and promptly appoint a replacement.

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10 WORK PROGRAMME:

- 10.1 **CONTRACTOR'S ORGANIZATION:** The successful bidder shall provide TPGL a chart showing the proposed manpower to be deployed for carrying out the work within 21 (twenty one) days from the date of issue of LoA. The chart shall include the identities of the key personnel to be employed mentioning their roles & responsibilities.
- 10.2 **PROGRAMME OF PERFORMANCE:** Within 10 (ten) days after the date of issue of LoA, the bidder shall prepare & submit to TPGL for approval, a detailed programme of the contract to execute the contract in accordance with the programme and to achieve completion & acceptance of the System by TPGL in accordance with the contract.
- 10.3 **PROGRESS REPORT:** The TPGL will monitor progress of all activities specified in the programme above and the bidder shall supply a progress report to TPGL in every week or as decided by Manager-in Charge. The progress report shall be in a form acceptable to TPGL and shall also indicate completion achieved compared with planned completion for each activity and where any activity is behind the programme, giving comments & likely consequence and stating corrective actions being taken.
- 10.4 **WORK PROCEDURE:** The contract shall be executed in accordance with the contract documents. The bidder at his own cost shall be required to attend site progress review meeting organised by TPGL or authorised representative. The deliberations in the meetings shall interlay include progress of work, daily / weekly programme. Inputs to be provided by TPGL, delays, if any and recovery programme, specific hindrances to work and instruction by TPGL. The Minutes of meeting shall be recorded for reference.

11 COMPLETION TIME: Time of completion for said job shall be 1(one) year from the date of issue of LoA. The contract may be extended on the same rates, terms & condition subject to satisfactory performance for the agency.

12 COMPLETION TIME GUARANTEE: If the bidder fails to attain completion of work or any part thereof within the time for completion or any extension thereof, the successful bidder on whom LoA is made, the bidder shall pay to TPGL Liquidated Damages (LD) in the amount computed at the rates specified below. However, payment of Liquidated Damages shall not in any way relieve the bidder on whom award is made from any of its obligations to complete the work or from any other obligations and liabilities under the contract.

13 LIQUIDATED DAMAGES:

- 13.1 In case of failure of the work, the contractor is liable to pay compensation to the TPGL an amount equal to double the rate tendered by him and proportional recoveries will be affected from the bills, except the causes of failure is not attributable to him such as, natural calamities, non availability of water at source (certificate of non availability from concerned official is required to produce for these cases).

14 The contractor/ bidder shall have to comply with all the rules, regulations, laws and by-laws for the time being in force and the instructions if any, of the organization, in whose premises the work has to be done. "TPGL" shall have no liability in this regard.

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15 EXTENSION OF TIME

- 15.1 TPGL may consider to **grant time extension** for completion of the work if it is felt absolutely essential on fulfillment of following conditions by the Contractor:-
- The contractor must apply to the Engineer-In-charge in writing for extension of time so required justifying the necessity.
 - 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.
 - Such application must be made within 30 days of the date on which such hindrance had arisen.
 - 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.
- 15.2 **The Engineer-In- Charge** will have full powers, but the orders on the application of the Contractor accepted by the Authorities higher than the Engineer-In-Charge shall be issued by him only after written approval from the concerned authority higher than Engineer-In-Charge.
- 15.3 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.

16 FORCE MAJEURE CONDITIONS: In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, relative obligation of the party affected by such force majeure shall be treated as suspended during which force majeure condition last.

- 16.1 The term force majeure shall herein mean riots (other than among the contractor's employee), civil commotion, war (whether declared or not), invasion, act of foreign enemies hostilities, rebellion, insurrection, military coup to usurp power, Act of God such as earthquake, lightening, floods, fires not caused by contractor's negligence and other cause which the contractor has no control and accepted as such by the Managing Director, TPGL, whose decision shall be final and binding.
- 16.2 If the supply is suspended by force majeure conditions lasting for more than 30 days, TPGL shall have the option of cancelling this contract in whole or part thereof, at its discretion. The contractor shall not claim for compensation for force majeure conditions.

17 LEGAL CASE: All disputes are to be settled within the jurisdiction of High Court of Tripura, Agartala.

18 SUPERVISION / EXECUTION OF WORKS: The supply should be done as per direction of Manager in Charge, under Gas Thermal Electrical Division, Baramura. TPGL shall have at all reasonable time access to the works being carried out by the contractor/ bidder under the contract. All the work shall be carried out by the contractor/bidder to the satisfaction of TPGL.

19 The contractor/ bidder shall not, without the consent in writing of TPGL, transfer, assign or sublet the supply under the contract or any substantial part thereof to any other party.

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- 20** If any question, dispute or difference what so ever shall arises between TPGL and the contractor/ bidder, in the connection with the agreement except as to matters, the decisions for which have been specifically provided, either party may forthwith give to the other notice in writing of existence of such question, dispute or difference and the same shall be referred to the sole arbitration of the Principal Secretary/Secretary, Power Department, Govt of Tripura or a person nominated by him not below the rank of Director. This reference shall be governed by the Indian Arbitration and Conciliation Act 1996, and the Rules made there under. The award in such arbitration shall be final and binding on both proceedings unless the TPGL or the arbitrator directs otherwise.
- 21** TPGL may at any time by notice in writing to the contractor/ bidder either stops the work all together or reduces or cut it down. If the work is stopped all together, the contractor/bidder will only be paid for work done and expenses distinctly incurred by him as on preparation or the execution of the work up to the date on which such notice is received by him. Such expenses shall be assessed by TPGL, whose decision shall be final and bidding on the contractor/ bidder. If the work is cut down the contractor/ bidder will not be paid any compensation what so ever for the loss or profit which he might have made if he had been allowed to complete all the work included in the contract.
- 22 EXPENSES OF AGREEMENT:** A formal agreement shall be entered into between TPGL and the contractor/ bidder for the proper fulfilment of the contract. The expenses of completing and stamping of the agreement shall be paid by the successful bidder.
- 23 TERMINATION FOR INSOLVENCY:** TPGL may at any time terminate the contract by giving written notice to the contractor/bidder without compensation to the contractor/ bidder, if it becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the TPGL.
- 24 TERMINATION FOR CONVENIENCE:** TPGL, may by written notice sent to the contractor/ bidder, to terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience in the interest of TPGL.
- 25 APPLICABLE LAW:** The contractor/ bidder shall be interpreted in accordance with the laws of the purchaser's country i.e. India. The station of TPGL Headquarter at Agartala shall have exclusive jurisdiction in all matters arising under this contract.
- 26 PRE-BID MEETING:**
- 26.1 The bidder(s) or their authorized representative(s) may write to TPGL on or before **04/01/2024** within **5:00 PM** through e-mail: brmgtps@gmail.com, to clarify any issue regarding the NIE-T including in particular, issues raised as per FORMAT 6.

SIGNATURE OF THE BIDDER WITH SEAL & DATE



Tripura Power Generation Limited

(A Government of Tripura Enterprise)
Gas Thermal Electrical Division
Baramura, Khowai District, Tripura

26.2 TPGL is not under any obligation to entertain/respond to suggestions made or to incorporate modifications sought for.

27 NOTICE:

27.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing, soft copy should be forwarded through e-mail & hard copy through Speed Post / Courier to the address specified for that purpose.

27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

28 OTHERS:

28.1 It shall be the sole responsibility of the contractor/ bidder to get verified the quality & quantity of the supplied material at the site of delivery.

29 PAYMENT & OTHER FINANCIAL TERMS:

29.1 No advance payment will be made.

29.2 The payment will be made per six month on submission of bill in triplicate.

29.3 Statutory taxes as applicable will be deducted at source during release of payment.

29.4 All payments shall be made in Indian Rupees through Cheque / NEFT/RTGS only for which successful bidder has to submit Bank Details as and when asked for.

30 PLANT PERFORMANCE EVALUATION: The successful bidder shall keep record of performance for evaluation and submit the same to TPGL.

31 COMPLIANCE WITH LABOUR REGULATIONS: During execution of the Contract, the successful bidder shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State Government or Central Government or local authority and any other labour law (including rules), regulations, byelaws that may be passed or notification that may be issued under any labour law in future either by the State Government or the Central Government or the local authority.

32 FAMILIARIZATION OF SITES OF INSTALLATION BY THE BIDDER: The intending Bidder shall be deemed to have familiarized with site conditions. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the technical specifications or for any delay in performance.

SIGNATURE OF THE BIDDER WITH SEAL & DATE



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PART - 4: SCOPE OF WORK

SCOPE OF WORK: The scope of work for the successful bidder includes:

Clearing of Jungles, removing of vegetation at different locations surrounding Plant area, cable trenches, switchyard, office complex & quarter complex in 4 (four) times during one year at GTPS, Baramura

SIGNATURE OF THE BIDDER WITH SEAL & DATE

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PART-5
Technical Bid

FORMAT - 1

SCHEDULE OF EXPERIENCE / CREDENTIAL

(Please attach certificates in support from the concerned State Nodal Agency /Govt. Departments / Government Organization, in case of private owner the Joint Commissioning Report should be certified with officer of State Nodal Agency/Govt. Department / Government organization)

Sl. No.	Year of awarding the contract	Year of completion of work	Name of Deptt. / organization	Value of order	Copy of the Work Order and corresponding completion of supply.
A	B	C	D	E	F

Copy of the Work Order(s) and corresponding completion Certificate(s) should be marked with Annexure numbers before uploading.

(Signature of Bidder)
with seal & date

SIGNATURE OF THE BIDDER WITH SEAL & DATE



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FORMAT 2

[To be submitted in the Non-judicial e-Stamp Paper of Rs. 200/- on]

CONTRACT AGREEMENT

This agreement made on this day of _____ **Two Thousand Twenty Four (2024).**

IN BETWEEN

Tripura Power Generation Limited (TPGL), a Government of Tripura Enterprise, with registered office at Bidyut Bhavan, Banamalipur, Agartala, Tripura (hereinafter referred to as “Client” which expression shall unless it be repugnant to the subject or context, includes its successors-in-interest and permitted assigns) as party of the first part

AND

_____ with registered office at _____
_____ (hereinafter referred to as “Agency/Contractor” which expression shall unless it be repugnant to the subject or context, includes its successors-in-interest and permitted assigns) as party of the second part.

Whereas the Client has intended to obtain service for the work “_____” and had issued e-tender vide No. **DGM/GTED/(B)/2023-24/___ dated ___/___/2023** and for submission of bid in two parts, Technical and Financial for the services to be provided.

Whereas the Consultant has submitted his bid through e-procurement portal of Govt. of Tripura for the said services before closing time and date of the above mentioned bid.

Whereas the Client has accepted the offer and agreed with the terms and conditions of the bid document, will govern the Contract and issued LOA vide ref. no. **F.3(43)/DGM/GTED/(B)/2023-24/___ dated ___/___/2024** for providing the services for “_____”.

And whereas, the contractor has deposited a sum of Rs. _____ (Rupees _____) **only** in the form of **Bank guarantee vide No. _____ dated _____ valid up to and including _____** as Contract Performance Guarantee.

It is agreed as follows:

This agreement together with the provisions annexed hereto shall prevail between the parties.

SIGNATURE OF THE BIDDER WITH SEAL & DATE



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The NIT, Tender, Instructions to the Agencies, Terms of Reference, General and Special conditions of the Tender, Technical Bid and Financial Bid along with Consultant Bids enclosure enclosed with the tender notice with corrigendum also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

The Contractor shall execute thoroughly in sound workmen like manner the services covered for the aforesaid work. The Contractor has fully understood the scope of the work and agrees to execute the work, as mentioned in the above mentioned RFP /e-Tender/ LOA.

The Client shall pay to the Contractor the amounts specified in this Contract as consideration towards Services and in the manner set out in the Contract/RFP.

It is further agreed that the Services shall be performed fully and faithfully in accordance with the terms and conditions brought out in the Contract and as per the time schedule stipulated thereon.

In witnesses, the parties hereby have executed thus agreement on the day, month and year mentioned above.

For and on behalf of

For and on behalf of

Tripura Power Generation Limited.

In the presence of

In the presence of

- 1.
- 2.

- 1.
- 2.

SIGNATURE OF THE BIDDER WITH SEAL & DATE



Tripura Power Generation Limited

(A Government of Tripura Enterprise)
Gas Thermal Electrical Division
Baramura, Khowai District, Tripura

FORMAT 3 POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We
(Name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Clearing of Jungles, removing of vegetation at different locations surrounding Plant area, cable trenches, switchyard, office complex & quarter complex in 4 (four) times during one year at GTPS, Baramura in response to NIE-T No.DGM/GTED/(B)/2023-24/14 dated 26/12/2023 issued by Deputy General Manager, Baramura, under Tripura Power Generation Limited, Khowai District, Tripura, Pin: 799205 including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Tripura Power Generation Limited, may require us to submit. The aforesaid Attorney is further authorized for making representations to the Tripura Power Generation Limited and providing information / responses to Tripura Power Generation Limited representing us in all matters before Tripura Power Generation Limited, Agartala and generally dealing with Tripura Power Generation Limited, Agartala in all matters in connection with this Bid till the completion of the bidding process as per the terms of the above mentioned NIE-T.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the NIE-T.

Signed by the within named
..... (Insert the name of the executants company) through the hand of Mr.duly authorized by the Board(vide Board resolution No _____) to issue such Power of Attorney
Dated this day of

SIGNATURE OF THE BIDDER WITH SEAL & DATE



Tripura Power Generation Limited

(A Government of Tripura Enterprise)
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Accepted
Signature of Attorney
(Name, designation and address of the Attorney)
Attested

.....
(Signature of the executant)
(Name, designation and address of the executant)

Signature and stamp of Notary of the place of execution Common seal of has been affixed in my/our presence Pursuant to Board of Director's Resolution dated.....(Board of Director's Resolution is also enclosed)

WITNESS

i)
(Signature)
Name.....
Designation

ii)
(Signature)
Name.....
Designation

Notes:

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

SIGNATURE OF THE BIDDER WITH SEAL & DATE



Tripura Power Generation Limited

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FORMAT 4

Proforma for Performance Bank Guarantee

(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)

Proforma of Bank Guarantee for Security Deposit –Cum-Performance Guarantee

Ref .Bank Guarantee No.

Date .

Proforma of BG for Security Deposit

KNOW ALL MEN BY THESE PRESENTS that in consideration of TRIPURA POWER GENERATION LIMITED, TRIPURA, (hereinafter called “The Purchaser”) having agreed to accept from _____ (hereinafter called “The Contractor”) Having its Head Office at _____, a Bank guarantee for Rs. _____ in lieu of Cash Security Deposit for the due fulfillment by the Contractor of the terms & conditions of the Work Order No. _____ dated _____ issued by the Purchaser for _____ (hereinafter called “the said work order _____ dated _____)”. We _____ (Name & detailed address of the branch) (hereinafter called “the Guarantor”) do hereby undertake to indemnify and keep indemnified the Purchaser to the extent of Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and conditions contained in the said Work Order No. _____ dated _____ of which breach the opinion of the Purchaser shall be final and conclusive.

(2) AND WE, _____ DO HEREBY Guarantee and undertake to pay forthwith on demand to the Purchaser such sum not exceeding the said sum of _____ Rupees _____) only as may be specified in such demand, in the event of the Contractor failing or neglecting to execute fully efficiently and satisfactorily the order for _____ LOA no. _____, dated _____

(3) WE _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said LOA No. _____ dated _____ including the warranty obligations and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Work Order No. _____ dated _____ have been fully paid and its claims satisfied or is charged or till the Purchaser or its authorized representative certified that the terms and conditions of the said Work Order No. _____ dated _____ have been fully and properly carried out by the said contractor and accordingly discharged the guarantee.

SIGNATURE OF THE BIDDER WITH SEAL & DATE



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(4) We _____ the Guarantor undertake to extend the validity of Bank Guarantee at the request of the contractor for further period or periods from time to time beyond its present validity period failing which we shall pay the Purchaser the amount of Guarantee.

(5) The liability under the Guarantee is restricted to Rs. _____ (Rupees _____) only and will expire on _____ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filled against us within 3 months from _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter)

(6) The Guarantee herein contained shall not be determined or affected by liquidation or winding up or insolvency or closer of the Contractor.

(7) The executants has the power to issue this guarantee on behalf of Guarantor and holds full and valid power of Attorney granted in his favour by the Guarantor authorizing him to execute the Guarantee.

(8) Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____) only and our guarantee shall remain in force up to _____ and unless a demand or claim under the guarantee is made on us in writing on or before _____ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

WE, _____ lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Purchaser in writing. In witness whereof we _____ have set and subscribed our hand on this _____ day of _____.

SIGNED, SEALED AND DELIVERED

(Stamp of the executants)

WITNESS

1) _____

2) _____

(Name & address in full with Rubber Stamp)

Instructions for Furnishing Bank Guarantee

1. Bank Guarantee (BG) for security Deposit cum-Performance Guarantee should be executed on the Non- Judicial Stamp paper of the applicable value and to be purchased in the name of the Bank.
2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two

SIGNATURE OF THE BIDDER WITH SEAL & DATE



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- persons mentioning their full name and address.
3. The BG should be executed by a Scheduled Commercial Bank.
 4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
 5. Each page of the BG must bear signature and seal of the Bank and BG Number.
 6. The content of the BG shall be strictly as per Proforma prescribed by TPGL in line with LOA/LOI/Contract Agreement etc. and must contain all factual details.
 7. Any correction, deletion etc. in the BG should be authenticated by the Bank Officials signing the BG
 8. In case of extension of a Contract the validity of the BG must be extended accordingly.
 9. BG must be furnished within the stipulated period as mentioned in Purchase Order/ LOI / Work Order etc.
 10. Issuing Bank/ The Agencies are requested to mention the Purchase Order/ Contract/ Work Order / LOA/LOI reference along with the BG No. For making any future queries to TPGL.
 11. Validity of bank guarantee for performance of the contract shall be extended as & when asked by the Engineer in charge to keep the currency of the contract alive. In the event of failure on the part of agency to extend the bank guarantee before expiry of the bank guarantee submitted, the same shall be en-cashed without showing the reason thereof.

SIGNATURE OF THE BIDDER WITH SEAL & DATE



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FORMAT 5

APPLICATION FOR EXTENSION OF TIME

(Part – I)

Name of contractor _____

Name of work (as given in the contract) _____

Agreement No. _____

Estimate amount put to tender _____

Date of Commencement of work _____

Period allowed for completion of work
(as per agreement) _____

Date of completion stipulated in the agreement _____

Actual Date of Completion _____

Period for which extension of time has been given previously if any

1st extension vide No. _____

2nd extension vide No. _____

Period for which extension have been previously given (Copies of the previous application should be attached)

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Hindrances on account of which extension is applied for with date on which hindrances occurred.

Sl. No.	Nature of hindrances	Date of occurrence	Period for which hindrances Are 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

Total period for which extension is now applied for on account of hindrances mentioned above.

Extension of time required for extra work: - _____ Months. _____ days.

Detailed for extra work and the amount involved: -

- 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:

Total extension of time required: -

Signature of Contractor

SIGNATURE OF THE BIDDER WITH SEAL & DATE



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APPLICATION FOR EXTENSION OF TIME

(Part – II)

(To be filled in by TPGL)

Date of receipt of application from _____

Contractor for the work of _____

in the Sub-Divisional _____.

Acknowledgement issued by the Sr. Manager, vide his No.

_____ Dated _____.

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 recommend the extension, reasons for rejection should be given.

Dated

In-charge of Sub-Division.

Signature of the Sr. Manager

SIGNATURE OF THE BIDDER WITH SEAL & DATE



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APPLICATION FOR EXTENSION OF TIME

(Part – III)

(To be filled in by TPGL)

Date of receipt in the Divisional office: _____

Sl.	Nature of hindrances	Date of occurrence	Period for Which Hindrances are 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

Report of DGM, in-charge of the Division regarding hindrances mentioned by the Contractor _____

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.

Signature of DGM

Recommendation / Approval of the AGM, in-charge of the Circle: -

Signature of AGM

Recommendation / Approval of the GM (Technical): -

Signature of GM (Technical)

Recommendation / Approval of the MD: -

Signature of MD

SIGNATURE OF THE BIDDER WITH SEAL & DATE

[Handwritten Signature]



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FORMAT 6

[To be submitted in the letterhead of the bidder including full postal address, telephone, faxes and e-mail address]

FORMAT FOR QUERIES OF BIDDER ON TENDER FOR PRE-BID MEETING

Name of Tender				
Nle-T No.		Nle-T No.DGM/GTED(B)/2023-24/14 dated 26/12/2023		
Tender ID				
Bid Opening Date				
Name of bidder				
Name of contact person from Bidder with address, e-mail and Contact Number				
Sl. No.	Section No.	Description as per Nle-T	Queries / Clarifications of the bidder	Remarks
	Page No.			
	Clause No. / Para No.			
1	Section No.			
	Page No.			
	Clause No. / Para No.			
2	Section No.			
	Page No.			
	Clause No. / Para No.			
3	Section No.			
	Page No.			
	Clause No. / Para No.			

[NOTE: Clarifications if required may be forwarded in above format to brmgtps@gmail.com within the timeline stipulated in the tender.]

SIGNATURE OF THE BIDDER WITH SEAL & DATE



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FORMAT 7

Technical Proposal

Activity (work) schedule

(May include flow-diagram and/or PERT Chart for details)

Assumed Zero Point: _____

Task	Completion Date with reference to assumed zero point
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	

SIGNATURE OF THE BIDDER WITH SEAL & DATE



Tripura Power Generation Limited

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RATE QUOTATION SHEET <BOQ (Bill of Quantity)> BIDDING SCHEDULE-I

TENDER INVITING AUTHORITY:- Deputy General Manager, Gas Thermal Electrical Division, Baramura, Khowai Tripura.

NAME OF ITEM:- Clearing of Jungles, removing of vegetation at different locations surrounding Plant area, cable trenches, switchyard, office complex & quarter complex in 4 (four) times during one year at GTPS, Baramura.

DNIeT No. DGM/GTED(B)/2023-24/14 date:-26/12/2023

(This Proforma is meant for acceptance of BOQ Format only by the prospective Bidders. Bidders shall not quote any value on this proforma. Violation of this instruction may lead to cancellation of tender summarily)

Sl , N o.	Item Description	Qty	Unit	Basic rate in figures to be entered by the bidder in Rs.	GST Amou nt in %	GST Amo unt in Rs.	Total amount without Taxes in Rs.	Total amount with Taxes in Rs.	Total Amoun t in words
1	2	3	4	5	6	7	8	8	9
1	Clearing jungle including uprooting of rank vegetation, grass, bush, wood, trees and saplings of girth upto 30 cm measured at height of 1 m above ground level and removal of rubbish upto a distance of 50 m outside the periphery of the area cleared. 1x2x150x15.00 = 4,500.00 sqm 1x65.00x6.50 = 422.50 sqm 1x70.00x20.00 = 1,400.00 sqm 1x45.00x8.00 = 360.00 sqm 1x40.00x30.00 = 1,200.00 sqm 1x150.00x5.00x4 = 3,000.00 sqm Total area to be cleared = 10,882.50 sqm Considering 4 times in a year total area to cleared 4x10,882.50 = 43,530.00 sqm.	43,530	Sqm						

SIGNATURE OF THE BIDDER WITH SEAL & DATE