



**NOTICE INVITING E-TENDER**  
**(DOMESTIC COMPETITIVE BIDDING)**  
**(SINGLE STAGE TWO ENVELOPE BIDDING)**

DATE OF ISSUANCE OF NIT : 18-10-2017

FUNDING : DDUGJY

- 1.0** Addl. General Manager, DP &C, TSECL, Agartala invites the tender on behalf of TSECL from the resourceful experienced manufacturer/local SSI manufacturer for supply of the following materials through **electronic tendering (e-tendering)**.

Item No.	Name of Work and NIT No.	Description of items	Quantity	Estimated Value	Earnest Money	Completion period
					Tender Fee	
1	Procurement of Steel Tubular Poles for Implementation of DDUGJY Project in Tripura State NIT No. 16/AGM(DP&C)/DDUGJY/TSECL/2017-18 Dt.18/10/2017	Procurement of Steel Tubular Poles (9.0 Mtr. & 8.0 Mtr.) conforming to ISS: 2713(P-I & II)/1980 as amended up-to-date and other relevant IS with up-to-date amendments and as per TSECL's tender specification enclosed	8 mtr long = 1744 No  9 mtr long = 1432 No	Rs.37108640.00	<u>Rs.5,00,000/-</u> Rs.10,000/-	4 (Four) months

- i. Earnest money deposit shall be 2% of the Estimated Value put to tender subject to maximum of Rs.5,00,000/=
- ii. If the offer is submitted with inadequate Earnest money i.e. less than 2% of the Estimated value put to tender subject to maximum of Rs.5,00,000/= the bid shall be rejected.

2.0 This NIT for the above work will appear in National and Local Newspapers. This shall also be available on Tripura State Electricity Corporation Limited website at [www.tsecl.in](http://www.tsecl.in) and [www.tenders.gov.in](http://www.tenders.gov.in) from 23-10-2017. The complete Bidding Documents shall be available at Government e-procurement portal <http://tripuratenders.gov.in> from 23-10-2017. Interested bidders can download the Bidding Documents and commence preparation of bids to gain time.

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

- (a) Bid Envelop-I (Technical bid)  
(b) Bid Envelop-II (Financial bid)



- 4.0 Bidders willing to take part in the process of e-tendering are required to obtain a valid Class 2/Class 3 **Digital Signature certificate (DSC)**, from any of the of the certifying authorities, enlisted by Controller of Certifying Authorities (CCA) at <http://cca.gov.in>. After obtaining the Class 2/3 Digital Signature Certificate (DSC) from the approved CA, Bidders shall Enroll themselves in the Tripura Government e-procurement web site at <http://tripuratenders.gov.in> and obtain User ID and Password for the purpose of bidding.

**5.0 Critical Dates:**

1.	Completion period Supply:	04 (Four) months.
2.	Date of Publishing of tender :	23-10-2017
3.	Period of downloading of Bidding Documents at <a href="http://tripuratenders.gov.in">tripuratenders.gov.in</a> :	From: 23-10-2017
		To: 13-11-2017
4.	Period of Seeking clarifications :	From: 23-10-2017
		To: 30-10-2017
5.	Time and date of Pre-Bid Meeting:	31-10-2017 at 3.30 P.M.
6.	Place of Pre-Bid Meeting:	O/O Additional General Manager (Distribution Planning & Coordination), Corporate Office, Bidyut Bhavan, Agartala, West Tripura, Pin: 799001. Ph. 0381-230 7433, Fax: 0381 232 5345.
7.	<b>Deadline for online Bidding:</b>	13-11-2017at <b>Up to 5.00 P.M.</b>
8.	Time and Date of Opening Technical Bid/Bids:	15-11-2017 <b>3.30 P.M.</b>
9.	Time and Date of Opening Price/Financial Bid:	To be notified after Technical Evaluation
10.	Place of Opening Bids:	O/O Additional General Manager (Distribution Planning & Coordination), Corporate Office, Bidyut Bhavan, Agartala, West Tripura, Pin: 799001. Ph. 0381-230 7433, Fax: 0381 232 5345.
11.	Bid Validity:	06 (Six) Months from the date of Opening Of Technical Bid.
12.	Officer inviting Bids (TSECL):	O/O Additional General Manager (Distribution Planning & Coordination), Corporate Office, Bidyut Bhavan, Agartala, West Tripura, Pin: 799001. Mob: +919436121266 Ph. 0381-230 7433, Fax: 0381 232 5345.



## 6.0 Scope of Work:

Scope of work covered under this package includes Design, Engineering, Manufacture, Assembly, Inspection and Testing at manufacturer's works before dispatch, Packing, Supply and Delivery & Transportation FOT TSECL **Store yard**, freight & insurance, loading, unloading & stacking of materials **at District wise store yard (s)** of Tripura as per approved technical specification enclosed in this tender document.

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

7.0 Bidding will be conducted through the domestic competitive bidding procedures as per the provisions of ITB/BDS and the contract shall be executed as per the provisions of the Contract.

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

9.0 Earnest Money Deposit amounting to 2% (Two Percent) of the estimated cost put to tender subject to maximum of Rs.5, 00,000/- (Rupees Five Lakhs). The Earnest Money Deposit shall be submitted by Demand Draft (DD) / Banker's Cheque (BC) on any Scheduled Bank guaranteed by Reserve Bank of India favouring TRIPURA STATE ELECTRICITY CORPORATION LIMITED payable at Agartala initially valid for 3 (three) months with claim period of another 3 (three) months, subject to further extension if required. Earnest Money Deposit in any other form or amount will not be accepted.

Tender Fee shall be submitted in the form of Demand Draft on any Scheduled Bank guaranteed by Reserve Bank of India favouring TRIPURA STATE ELECTRICITY CORPORATION LIMITED payable at Agartala.

10.0 Submission of original copies of documents of Tender Cost and Earnest Money Deposit:

The Bidder shall have to deposit both the original Demand Drafts against related Tender Fee and EMD in a sealed envelope depicting NIT No. and the Bidders Name & Address at "O/O Additional General Manager (Distribution Planning & Coordination), Tripura State Electricity Corporation Limited, Corporate Office, Bidyut Bhavan, Agartala, West Tripura, Pin: 799001." on or before **3.00 P.M., 15-11-2017**.

11.0 Power of Attorney, if given to authorized signatory for signing the Contract Agreement, shall be made in an INDIA NON-JUDICIAL STAMP OF Rs.100.00 (Rupees one hundred)only.

12.0 On award of work the successful bidder shall have to deposit a contract performance guarantee (CPG) equivalent to 10% of the LOA value / Supply order value in the shape of Demand Draft in favour of Tripura State Electricity Corporation Limited from any schedule Bank guaranteed by Reserve Bank of India, payable at Agartala or in the shape of Bank Guarantee from a Public sector / scheduled Indian Bank guaranteed by Reserve Bank of India. The CPG shall remain valid for actual delivery period plus guarantee period against the item (CPG is to be extended further subject to actual delivery period).

12.1 Extension of bank guarantee for performance of the contract shall be extended as & when asked by the Engineer in charge to keep the currency of the contract alive. In the event of failure on the part of agency to extend the bank guarantee before expiry of the bank guarantee submitted, the same shall be encash without showing the reason thereof.

13.0 The acceptance of Price bid / financial bid shall be subjected to acceptance of Tender fee.



- 14.0 The Bidding Documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any other party or reproduced or used otherwise for any purpose other than for which they are specifically issued.
- 15.0 Downloaded NIT, Bid Document are to be uploaded back and digitally signed as a part of technical bid, and as a proof of acceptance of all terms and conditions in NIT and Bid Document.
- 16.0 No agent/Trader is allowed to participate in the Tender. Original manufacturers will only be allowed to participate in the tender.

However the intending bidder has to quote all items as per BOQ, part quoting rate will not be entertained and will be rejected.

17.0 Submission of Bids:

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

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

The bidder shall scan all the documents before uploading and all scanned documents shall be of 100 dpi resolution in Portable Document Format (PDF). The scanned documents shall be uploaded in the designated locations of Technical Bid and Financial Bid, as prompted by the e-Procurement website.

The Bidder needs to fill up their name and rates for all the items and in the designated Cells of the downloaded BOQ for the related work, and upload the same in the designated location of Financial Bid. The documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Bidders shall specially take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

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

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

**A. My Document (Non-Statutory ):**

All the below-mentioned documents/certificates are to be uploaded with digital signature in the 'My Document' folder option available after login in the e-procurement portal <http://tripuratenders.gov.in>. Bidders are requested to scan the necessary documents in **100 dpi** resolution into PDF. 'My Document' shall be populated prior to real time bidding and during real time bidding, uploaded documents/certificates in the 'My Document' are to be appropriately included (Checked) for incorporation in the Bid.



An indicative organization of 'My Document' folder and the related documents are indicated here under.

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

#### **B. Statutory Documents:**

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

1. Scanned copy of Tender Fee and EMD in single PDF.
2. NIT
3. Bid Document
4. All forms/Amendments/Formats with supporting documents/certificates other than mentioned in My Document/specified in the Bid Document in single PDF.
5. Technical Data Sheet / GTPs and drawings specified in the Bid Document in PDF.

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

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

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

#### **Bid Envelop-II (Financial Bid):**

Documents to be submitted in the Financial Bid are:

BOQ (Bill of quantity/Price schedule).

**Note:** Bill of Quantity (BOQ) i.e. Price schedule, which is the Rate quoting sheet in Ms-excel shall be downloaded, filled up properly and uploaded in the financial bid after digital



signing. The Bidder shall always open the BOQ sheet with Macros Enabled. The Bidder shall quote rates in figures only, for all items in the Bill of Quantity (BOQ).

- 18.0 **BOQ (Price Schedule) TAMPERING:** The provided BOQ (Price schedule) in the Tender is meant for downloading in the Bidders client machine, for entering the relevant fields meant for rates & bidder's particulars and finally uploading in the Financial Bid. The BOQ Excel Sheet is Macro enabled and working with the Sheet requires the Macro to be allowed/enabled to run.

Bidders are hereby warned not to tamper the Excel Sheet, make copies and work in a copied Sheet or break through the default Work-Sheet Security. Such BOQs with stated violations will be treated as Tampered BOQs and Bids uploaded with Tampered BOQs will be summarily rejected.

- 19.0 Bidders are allowed to bid 24x7 till the time of Bid closing, with option for Re-Submission, wherein only their latest submitted Bid will be considered for evaluation. The e-Procurement website will not allow any Bidder to attempt bidding, after the scheduled date and time.

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

**O/O AGM (DP & C),**

**Tripura State Electricity Corporation Limited,**

**Corporate Office, Bidyut Bhaban,**

**Agartala-799001, Tripura (West).**

**e-mail: [ad\\_comm@rediffmail.com](mailto:ad_comm@rediffmail.com), Ph. 0381-230 7433, Fax: 0381 232 5345.**

- 21.0 **Addendum/amendments/corrigendum:**

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

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

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

**Addl. General Manager (DP &C)  
Tripura State Electricity Corporation Limited  
Corporate Office, Bidyut Bhaban  
Agartala. Tripura (West).**



## SECTION-II INSTRUCTION TO BIDDERS

### 1.0 GENERAL INSTRUCTIONS

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

**Store Location:- DDUGJY Store yard at 8 (eight) districts of Tripura under the consignee of the Dy. General Manager, Material Management Division, A.D. Nagar, Agartala.**

### 2.0 COST OF BIDDING

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

### 3.0 THE BIDDING DOCUMENT

#### 3.1 CONTENTS OF BIDDING DOCUMENTS

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

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

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

#### 3.2 UNDERSTANDING OF BIDDING DOCUMENTS

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

### 4.0 CLARIFICATIONS ON BIDDING DOCUMENTS

- 4.1 If prospective Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part or requires any clarification on Bidding Documents should make the request / notify the **Tender inviting Authority** of TSECL in writing. The concerned authority of TSECL shall respond in writing to any request for such clarification of the Bidding Documents, which it receives not later than as mentioned in section -I prior to the deadline for submission of bids stipulated in tender notice. Written copies of the response (including an explanation of the query but



- without identifying its source) shall be sent to all prospective bidders who purchased the tender document.
- 4.2 Verbal clarification and information given from any offices of TSECL or its employee(s) or representative (s) shall not in any way be binding on TSECL.

## 5.0 CORRIGENDUM/AMENDMENT TO BIDDING DOCUMENTS

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

## 6.0 PREPARATION OF BIDS

### 6.1 LANGUAGE OF BID

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

### 7.0 LOCAL CONDITIONS

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

### 8.0 DOCUMENTS COMPRISING THE BID

The Bid shall be submitted in 2(two) parts, post registration in the <http://www.tripuratenders.gov.in>, as under:

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





1. Containing Tender Fee & Earnest Money as per the stipulations described under the title “Notice Inviting Tender” of Section 1 in this Bid Document. No financial aspect will be entertained in technical bid.
2. Containing Documentary Evidence of the Bidder in fulfilling the **qualifying requirements as indicated hereunder and** in the NIT / Bid Document.
  - i. Exemption certificate on EMD, if applicable in case of local SSI units.
  - ii. The intending bidder should ensure 50% supply against tendered items during last 3(three) years in different reputed Power utilities as per Annexure-V. Compliance of the order executed quantity within in the delivery period with respect to supply order shall be strictly followed failing which bidder shall be treated as non-responsive.
  - iii. **Bidders at times on receipt of LOA refuse to sign agreement within the stipulated time frame of 15 days, and in such event past records and history of bidders’ resorting to such deviation will not be considered for price bid opening and will not be evaluated for the purpose of awarding. Under no circumstances TSECL shall consider their offer for such previous in responsive performance on his part.**

**For the above deviation and omission & commission of bidders, the relevant performance, quality & delivery Clause No. 8 of Procurement Preference under Notification No. F.DI/SUB/TIIS/4-2 (21)/2012/4750-64 dated 26<sup>th</sup> March’2012 issued by the Addl. Secretary, Director of Industries & Commerce, Govt. of Tripura in the tender will be invoked and will be operated.**
  - iv. **The bidder who has not carried out the works after getting LOA/ not deposited the Contract Performance guarantee (CPG) or who has not supplied materials as per delivery schedule should directly be treated as non-responsive due to his past performance with TSECL.**
  - v. Photo copy of **Manufacturer(s) Registration Certificate issued by the Dept. of Industries.**
  - vi. Photo copy of **PAN Card**
  - vii. **Photo Copy of GST ID document failing which bidder will be treated as non-responsive**
  - viii. **GST Registration No.**
  - ix. TCC of current validity shall be attached (for State based Vendors only).
  - x. Copy of **balance sheet** of the bidder (audited by Chartered Accountant) in support of annual turnover for the last 3 (three) years starting from FY-2013-14.
  - xi. **Photo** copy of eligibility certificate issued by the Dept. of Industries, Govt. of Tripura for getting **procurement preference benefit** against the SSI registered firm must be accompanied with the bid document as per norms of the state Govt. matching with TSECL purchase policy (**15% w.r.t 1<sup>st</sup> lowest rate of outside bidder**) for evaluation of tender.
  - xii. The credential of the participants with reference to quality of recent / past supplies to TSECL will be considered as a criterion among others.
  - xiii. Any bidder who has been debarred /black listed by any Central (GOI)/State Govt owned Power Utility, for supply of similar materials during last 3 years for whatever reasons and thereby shall stand disqualified automatically at the very pre-qualification stage. **Therefore, the Party (vendors) submitting the tender documents is liable to enclose**



- a **“Declaration” to this effect with due certification by “NOTARY”** depicting full name & designation.(As per Format , annexed in Bid document).
- xiv. Type Test Reports carried out within three years as on date of bid submission (Annexure-VI).
  - xv. Banker’s certificate regarding financial capability issued within last one year from the date of opening of tender.
  - xvi. Satisfactory evidence of authority of the person signing on behalf of the Bidder (Power of Attorney/ Partnership etc.)
  - xvii. Notwithstanding anything contained herein above, the TSECL reserves the right to assess the capacity and capability of bidder to execute the work.
  - xviii. Bids submitted without documents as indicated above shall be treated as disqualified. Bidders shall have to produce original document as and when asked by the TSECL authority, for verification and authentication of submitted documents.

**Note – All documents mentioned above should be notarized.**

3. Containing Bidders **Technical Proposal, GTP (format enclosed), drawings** etc. along with his **Commercial Terms, Payment Terms in conformity** with the Bid Documents.

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

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

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

**Bill of Quantity (BOQ)** ie. the Price Bidding Schedule - to be downloaded.

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

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

**9.0 SCOPE OF THE PROPOSAL**

- 9.1 The scope of the proposal shall cover all the items specified under the accompanying Technical Specification & **Bidding Schedule (BOQ)**. It shall include the following:
- i. Detailed design of the items as applicable.
  - ii. **Providing Guaranteed Technical Particulars of Equipment / Materials as per format enclosed.**



- iii. Information to be furnished by the tenderer /bidder for appraisal of firm's capability & capacity to manufacture tender item as per requirement to tender enquiry Format- (enclosed).
  - iv. Detail of Testing Facilities at manufacturer works as per requirement to tender enquiry Format (enclosed).
- 9.2 Bids containing deviations from provisions relating to the following clauses shall be considered as '**non-responsive**':
- a) Price Basis and Payments & Price Adjustment: (Section-II) & (Section-III,)
  - b) Bid Guarantee: Section-I
  - c) Contract Performance Guarantee: Section-I
  - d) Liquidated Damages: General Condition of Contract (Section-III)
  - e) Guarantee: Section-III
  - f) Payment: Section-III.
- The determination of a Bid's responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 9.3 Bids not **covering the above entire Scope of Work** shall be treated as incomplete and hence rejected.
- 10.0 BID PRICE**
- 10.1 The Bidder shall quote unit rates in the downloaded **BOQ XLS** file and upload the same in Financial Part of the Tender.
- 11.0 ALTERNATE PROPOSALS**
- 11.1 Bidder shall submit offers that comply with the requirements of the bidding documents, **including** the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.
- 12.0 PRICE BASIS (HOW TO QUOTE PRICE) AND PAYMENTS**
- 12.1 The bidders shall quote in their proposal price for the entire Scope of Supply covered under the Technical Specification as required as per BOQ.
- 12.2 Bidder shall indicate Bid prices in Indian Rupees only.
- 13.0 TAXES AND DUTIES**
- 13.1 Price Shall be quoted in Rupees only, in the BoQ uploaded in the portal. Quoted price shall be firm and inclusive of all cost of labour, insurance, EPF charges, spares, T&Ps, all consumables and materials and all applicable tax & duties
- 13.2 All applicable taxes, transportation, freight & insurance and other levies payable by the bidders in respect of the procurement of tendered item between the bidder and their vendors/sub-suppliers while procuring any components, sub-assemblies, raw materials and equipment shall be included in the bid price and no separate claim on this behalf shall be entertained by TSECL
- 13.3 GST, as applicable 28 days prior to deadline for submission of bids, shall be mentioned in the BoQ/price bid i.e schedule of quantities and prices.



- 13.4 Any statutory increase in GST, beyond prevailing rate at the time of bidding shall be payable on production of documentary evidence during contractual delivery period. Benefit of statutory decrease in the rate of GST below the prevailing rate during bidding shall be passed on to TSECL
- 13.5 Income Tax as applicable will be deducted at source for which necessary TDS certificate will be issued.
- 14.0 TIME SCHEDULE**
- 14.1 The basic consideration and the essence of the Contract shall be strict adherence to the time schedule for performing the specified supply/works.
- 14.2 The requirement of **completion schedule** for the supply/works is mentioned in Section – I of this document.
- 14.3 The **completion schedule** as stated in Section – I shall be one of the major factors in consideration of the Bids.
- 14.4 TSECL reserves the right to request for a change in the supply/work schedule during post-bid discussion with successful bidder.**
- 14.5 The delivery shall be completed within **04 (Four) months** and shall be reckoned from 15<sup>th</sup> Day of the date of issue of the supply order and supply shall be started as **50% of the ordered quantity within the 2<sup>nd</sup> month and the balance quantity to be supplied @ 50% within the 4 months .**
- 14.6 The successful Bidder shall be required to submit detailed **BAR CHART** and finalize the same with TSECL, as per the requirement of completion schedule.
- 15.0 CONTRACT QUALITY ASSURANCE**
- 15.1 The Bidder shall include in his proposal, the **quality assurance programme** containing the overall **quality management and procedures** which he proposed to follow in the performance of the supply/works during various phases, as detailed in relevant clause of the General Technical Conditions.
- 15.2 At the time of award of Contract, the detailed **quality assurance programme of DDUGJY** to be followed for the execution of the contract shall be mutually discussed and agreed to and such agreed programme shall form part of the contract.
- 16.0 INSURANCE**
- The bidder's insurance liabilities pertaining to the Scope of supply/Work is detailed out in clauses titled insurance in General Terms & Conditions of Contract. Bidder's attention is specifically invited to these clauses. The bid price shall include all the cost in pursuance of fulfilling all the insurance liabilities under the Contract.
- 17.0 BRAND NAMES**
- 17.1 The specific reference in these specifications and documents to any material/ equipment by brand name, make or catalogue number shall be construed as establishing standards of quality and performance and not as limiting competition. However, Bidders may offer other similar material/equipment provided they meet the specified standard, design and performance requirements. The Bidder shall furnish adequate technical information about such alternative material/equipment to enable TSECL to determine its acceptability. TSECL shall be the sole judge on the acceptability of such alternative material /equipment.
- 17.2 The Bidder shall note that standards for workmanship, material and equipment and reference to brand name or catalogue numbers designated by the Owner in its Technical Specification are intended to be descriptive only and not restrictive. The Bidder may



substitute alternative standards, brand name and/or catalogue numbers in its Bid, provided that it demonstrates to the Owner's satisfaction that the substitutions are substantially **equivalent or superior** to those designed in the Technical Specification.

## **18.0 BID GUARANTEE**

18.1 The Bidder shall furnish, as part of its Bid, earnest money for an amount as specified in the **Notice Inviting Tender (NIT)** are to be drawn on any schedule bank guaranteed by Reserve Bank of India in the shape of "Demand Draft" in favour of "Tripura State Electricity Corporation Limited" and payable at Agartala.

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

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

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

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

18.6 The earnest money of the successful Bidder will be adjusted with the performance guarantee required to be furnished on award of contract as per Clause 9.0 of Section – I.

18.7 **The earnest money shall be forfeited:**

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

b. In case of a successful Bidder fails:

i) to sign the contract/ to submit the unconditional acceptance ; or

ii) to furnish the 'Contract Performance Guarantee'.

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

## **19.0 PERIOD OF VALIDITY OF BIDS.**

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

19.2 In exceptional circumstances, TSECL may solicit the Bidder's consent to an extension of the period of Bid validity. The request and the response thereto shall be made in writing (including fax or email). The Earnest money provided under **Section – I** shall also be retained upto the extended period. No interest shall be payable by TSECL for retaining the earnest money upto the extended period. A Bidder may refuse the request without forfeiting the earnest money deposited by him. A Bidder granting the request shall not be required or permitted to modify his Bid.

## **SUBMISSION OF BIDS**

### **20.0 FORMAT OF BID**

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



- integral part of the contract. Bidders are required to upload all the bidding documents along with the other documents, as asked for in the Bid, through the above website and within the stipulated date and time mentioned in the Tender.
- 20.2 Tenders are to be submitted in two folders at a time for each supply/work, one for Technical Proposal and the other for Financial Proposal. The Bidder shall carefully go through the requirements and prepare the required documents to be uploaded.
- 20.3 The bidder shall scan all the documents before uploading and all scanned documents shall be of 100 dpi resolution in Portable Document Format (PDF). The scanned documents shall be uploaded in the designated locations of Technical Bid and Financial Bid, as prompted by the e-Procurement website.
- 20.4 The Bidder needs to fill up their name and rates for all the items and in the designated Cells of the downloaded **BOQ** for the related supply/work, and upload the same in the designated location of Financial Bid. The documents uploaded are virus scanned and digitally signed using the **Digital Signature Certificate (DSC)**. Bidders shall specially take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.
- 20.5 Envelop-I (Technical Bid):**

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

**My Document (Non-Statutory):**

All the below-mentioned documents/certificates are to be uploaded with digital signature in the 'My Document' folder option available after login in the e-procurement portal <http://tripuratenders.gov.in>. Bidders are requested to scan the necessary documents in 100 dpi resolution into PDF. 'My Document' shall be populated prior to real time bidding and during real time bidding, uploaded documents/certificates in the 'My Document' are to be appropriately included (Checked) for incorporation in the Bid.

An indicative organization of 'My Document' folder and the related documents are indicated here under.

Sl.	Folder Name	Documents to be uploaded
1.	Mfg lic	<b>Company Details:</b> I. Registration certificate of the manufacturer. II. Audit report.
2.	NIT Documents	I. Corrigendum, if published
3.	Machinery Details	Machinery & Manpower in possession of the firm:
4.	Tax related document	I. Professional Tax clearance certificate II. IT PAN



5.	Financial details	I. Audited Balance Sheets of last three financial years with auditor's certificate regarding annual turnover from contracting business in each year.
6.	Misc. document	I. Any other documents found necessary

### **Statutory Documents:**

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

1. Scanned copy of Tender Fee and EMD in single PDF.
2. NIT
3. Bidding Document.
4. All forms/Amendments/Formats with supporting documents/certificates other than mentioned in My Document/specified in the Bid Document in single PDF
5. Technical Data Sheet/GTPs and drawings specified in the Bid Document in PDF.

**Note-1:** Failure of submission of any one of the above mentioned documents of statutory cover will render the tender liable to summarily rejection.

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

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

### **20.6 Bid Envelop-II (Financial Bid):**

BOQ.

Documents to be submitted in the Financial Bid are:  
BOQ (Bill of quantity/Price schedule).

**Note: Bill of Quantity (BOQ)** i.e. Price schedule, which is the Rate quoting sheet in Ms-excel shall be downloaded, filled up properly and uploaded in the financial bid after digital signing. The Bidder shall always open the BOQ sheet with Macros Enabled. The Bidder shall quote rates in figures only, for all items in the Bill of Quantity (BOQ).

- 20.7 **BOQ (Price Schedule) TAMPERING:** The provided BOQ (Price schedule) in the Tender is meant for downloading in the Bidders client machine, for entering the relevant fields meant for rates & bidder's particulars and finally uploading in the Financial Bid. The BOQ Excel Sheet is Macro enabled and working with the Sheet requires the Macro to be allowed/ enabled to run.
- 20.8 Bidders are hereby warned not to tamper the Excel Sheet, make copies and work in a copied Sheet or break through the default Work-Sheet Security. Such BOQs with stated violations will be treated as Tampered BOQs and Bids uploaded with Tampered BOQs will be summarily rejected.
- 20.9 Bidders are allowed to bid 24x7 till the time of Bid closing, with option for Re-Submission, wherein only their latest submitted Bid will be considered for evaluation. The



- e-Procurement website will not allow any Bidder to attempt bidding, after the scheduled date and time.
- 20.10 For any clarification related to NIT/SBD/e-procurement, bidder(s) are requested to contact:
- O/O Additional General Manager( DP &C),  
Corporate Office, Bidyut Bhavan,  
Tipura State Electricity Corporation Limited,  
Banamalipur, Agartala-799001, Tripura (West).  
e-mail: ad\_comm@rediffmail.com Ph. 0381- 2307433, Fax: 0381- 2325345**

## **21.0 SIGNATURE OF BIDS**

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

## **22.0 SEALING AND MARKING OF BIDS**

The Bidder shall have to deposit both the original Demand Drafts against related Tender Fee and EMD in a sealed envelope depicting NIT No. and the Bidders Name & Address at “O/O Addl. General Manager(DP & C), Tripura State Electricity Corporation Limited, Corporate Office, Bidyut Bhaban, Agartala, Tripura (West).Pin: 799001” on or before 3.00 P.M., 21-08-2017.

## **23.0 DEADLINE FOR SUBMISSION OF BIDS**

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

## **24.0 MODIFICATION AND WITHDRAWAL OF BIDS**

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

## **25.0 INFORMATION REQUIRED WITH THE PROPOSAL**





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

### **BID OPENING AND EVALUATION**

#### **26.0 OPENING OF BIDS BY TSECL**

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



- 26.6 The Financial Bid's Item-wise Rates and total amount shall be read out, Minutes of the Bid opening shall be recorded and the Bidder's signatures will be taken in the minutes. The result of financial bids (Price bids) evaluation shall be displayed in the e-procurement portal and Bidders can access the same.
- 26.7 The 'BOQ comparative chart' generated & displayed from the e-procurement portal, after the opening of financial Bid (which will be displayed as 'BOQ comparative chart' at financial bid opening summary page), will not be final.
- 26.8 Employer will prepare comparative Statement as per the decision of the Financial Bid Evaluation Committee in the Employer, which will be appropriately displayed in the e-procurement portal (this will be displayed at financial bid opening summary page).
- 26.9 The Price Bid /Financial Bid of the Unqualified Bidders will not be opened.

#### **27.0 CLARIFICATION OF BIDS**

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

#### **28.0 PRELIMINARY EXAMINATION**

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

#### **29.0 COMPARISON OF BIDS/ Evaluation of Bid.**

- 29.1. Comparison shall be on the total price in the BoQ/price schedule.
- 29.2. The Technical Proposal along with Prequalification of the bidder will be evaluated as per requirement of tender document with technical specification. Evaluation of bid prices of all technical responsive bidders shall be compared among themselves to determine the lowest Bid price and, as a result of this comparison; the lowest Bid shall be selected for consideration of award of the Contract.



### 30.0 CONTACTING THE OWNER

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

### AWARD OF CONTRACT

#### 31.0 AWARD CRITERIA

- 31.1. TSECL shall award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as technically acceptable and lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. TSECL shall be the sole judge in this regard.
- 31.2. **Further, TSECL reserves the right to award separate Contracts to two or more parties in line with the terms and conditions specified in the accompanying Technical Specifications.**
- 31.3. *Award of contract to L1 bidder is also subjected to past performance of the bidder regarding supply of materials to TSECL within the stipulated delivery period. TSECL reserves the right to judge regarding award the works into 2 or 3 bidders depending upon the past performance of bidder.*

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

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

#### 33.0 NOTIFICATION OF AWARD

- 33.1. Prior to the expiration of the period of bid validity and extended validity period, if any, TSECL shall notify the successful Bidder in writing by registered letter or by telex or FAX or email, to be confirmed in writing by registered letter, that his Bid has been accepted.
- 33.2. The Notification of Award / Letter of Award shall constitute the formation of the Contract.
- 33.3. **Upon the successful Bidder's furnishing of Contract Performance Guarantee pursuant to Clause of Section – I. TSECL shall promptly notify each unsuccessful Bidder and will discharge its bid guarantee, pursuant to Clause 18 (Section – II).**

#### 34.0 Concession & Procurement Preference



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

### 35.0 SIGNING OF CONTRACT

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

### 36.0 CONTRACT PERFORMANCE GUARANTEE

- 36.1. On award of work the successful bidder shall have to deposit a contract performance guarantee (CPG) equivalent to 10% of the LOA value / Supply order value in the shape of Demand Draft in favour of Tripura State Electricity Corporation Limited from any schedule Bank guaranteed by Reserve Bank of India, payable at Agartala or in the shape of Bank Guarantee from a Public sector / scheduled Indian Bank guaranteed by Reserve Bank of India. The CPG shall remain valid for actual delivery period plus guarantee period against the item (CPG is to be extended further subject to actual delivery period).

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

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

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

- 36.2. The Performance Guarantee shall cover additionally the following guarantees to TSECL:
  - a. The successful Bidder guarantees the successful and satisfactory operation of the equipment supplied under the Contract, as per the specifications and documents.
  - b. The successful Bidder further guarantees that the equipment supplied by him shall be free from all defects in design, material and workmanship and shall upon written notice from TSECL fully remedy free of expenses to TSECL such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the General Terms and conditions.



- 36.3. The Contract Performance Guarantee is intended to secure the performance of the entire contract.
- 36.4. The Contract performance Guarantee submitted in the shape of demand draft shall be returned to the Contractor without any interest at the end of successful completion and commissioning of the supply against a Bank Guarantee of equivalent amount from any Public Sector / scheduled Indian Bank valid upto the Guarantee period. The Bank Guarantee such deposited shall be discharged after expiry of Guarantee period.
- 36.5. **The contract performance Guarantee shall be forfeited: -**
- a) **If the supplier fails to start the supply as per approved BAR CHART for reasons solely rest on him.**
  - b) **If the supplier left / suspends the supply without prior written intimation to the owner's Engineer in charge of the work stating the reasons for such suspension of supply.**
  - c) **If the supply left / suspends the work of supply for reasons which are not acceptable to TSECL.**

**37.0 CORRUPT OR FRAUDULENT PRACTICES**

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

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### SECTION-III

#### GENERAL TERMS & CONDITIONS OF CONTRACT

##### A. INTRODUCTION

##### 1.0 DEFINITION OF TERMS

- 1.1 'The Contract' means the agreement entered into between Tripura State Electricity Corporation Limited and Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 'Owner' shall mean **TRIPURA STATE ELECTRICITY CORPORATION LIMITED (TSECL)** and shall include their legal representatives, successors and assigns.
- 1.3 '**Contractor**' or '**Manufacturer**' shall mean the Bidder whose bid shall be accepted by TSECL for award of the Works/supply and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 1.4 '**Sub-contractor**' shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the owner's Engineer in charge of the work and shall include the legal representatives, successors and permitted assigns of such person.
- 1.5 '**Consulting Engineer**'/'**Consultant**' shall mean any firm or person duly appointed as such from time to time by TSECL .
- 1.6 The terms '**Equipment**', '**Stores**' and '**Materials**' shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- 1.7 '**Works**' shall mean and include the furnishing of equipment, labour and services, as per the Specifications and complete erection, testing and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site as defined in the Contract.
- 1.8 '**Specifications**' shall mean the Specifications and Bidding Documents forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- 1.9 '**Site**' shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by TSECL or Contractor in the performance of the Contract.
- 1.10 The term '**Contract Price**' shall mean the item wise price / lump-sum price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the works.
- 1.11 The term '**Equipment Portion**' of the Contract price shall mean the ex-works value of the equipment.
- 1.12 The term '**Erection Portion**' of the Contract price shall mean the value of field activities of the works including erection, testing and putting into satisfactory operation including successful completion of performance and guarantee tests to be performed at Site by the Contractor including cost of insurances.
- 1.13 '**Manufacturer's Works**' or '**Contractor's Works**', shall mean the place of work used by the manufacturer, the Contractor, their collaborators/associate or sub-contractors for the performance of the Contract.
- 1.14 '**Inspector**' shall mean TSECL or any person nominated by TSECL from time to time, to inspect the equipment; stores or Works under the Contract and/or the duly authorized representative of TSECL.



- 1.15** ‘**Notification of Award of Contract’/‘Letter of Award’/‘Telex of Award’** shall mean the official notice issued by TSECL notifying the Contractor that his bid has been accepted.
- 1.16** ‘**Date of Contract**’ shall mean the date on which Notification of Award of Contract/Letter of Award/Telex of Award has been issued.
- 1.17** ‘**Month**’ shall mean the calendar month. ‘Day or ‘Days’, unless herein otherwise expressly defined, shall mean calendar day or days of 24 hours each.
- 1.18** A ‘**Week**’ shall mean continuous period of seven (7) days.
- 1.19** “Writing” shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.20** When the words ‘Approved’, ‘Subject to Approval’, ‘Satisfactory’, ‘Equal to’, ‘Proper’, ‘Requested’, ‘As Directed’, ‘Where Directed’, ‘When Determined by’, ‘Accepted’, ‘Permitted’, or words and phrases of like importance are used, the approval, judgment, direction etc. is understood to be a function of TSECL.
- 1.21** “**Test on Completion**” shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is Taken Over by TSECL.
- 1.22** ‘**Start Up**’ shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start up period shall include preliminary inspection and checkout of equipment and supporting sub-system, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut down, inspection and adjustment prior to the trial operation period.
- 1.23** “**Initial Operation**” shall mean the first integral operation of the complete equipment covered under the Contract with the sub-system and supporting equipment in service or available for service.
- 1.24** ‘**Trial Operation**’, ‘**Reliability Test**’, ‘**Trial Run**’, ‘**Completion Test**’ shall mean the extended period of time after the start up period. During this trial operation period, the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer of TSECL unless otherwise specified elsewhere in the Contract.
- 1.25** ‘**Performance and Guarantee Test**’ shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract Documents.
- 1.26** The term ‘**Final Acceptance / Taking Over**’ shall mean written acceptance of the Works performed under the Contract by TSECL, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specification or otherwise agreed in the Contract.
- 1.27** “**Commercial Operation**” shall mean the Conditions of **Operation in which the complete equipment covered under the Contract is officially declared by TSECL to be available for continuous operation at different loads upto and including rated capacity**. Such declaration by TSECL, however, shall not relieve or prejudice the Contractor of any of his obligations under the Contract.
- 1.28** ‘**Guarantee period**’/‘**Maintenance Period**’ shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works performed under the contract.
- 1.29** ‘**Latent Defects**’ shall mean such defects caused by faulty designs, material or workmanship which cannot be detected during inspection, testing etc, based on the technology available for carrying out such tests.
- 1.30** ‘**Drawings**’, ‘**Plans**’ shall mean all:



- a) Drawing furnished by TSECL as a basis for Bid Proposals.
  - b) Supplementary drawings furnished by TSECL to clarify and define in greater detail the intent of the Contract.
  - c) **Drawings submitted by the Supplier/Contractor with his Bid provided such drawings are acceptable to TSECL.**
  - d) Drawings furnished by TSECL to the Contractor during the progress of the Work; and
  - e) Engineering data and drawings submitted by the Contractor during the progress of the Work provided such drawings are acceptable to the Executive Engineer in charge of the work.
- 1.31** “Codes” shall mean the following including the latest amendments and / or replacement, if any:
- a) A.S.M.E. Test Codes.
  - b) A.I.E.E. Test Codes.
  - c) American Society of Testing Materials Codes.
  - d) Standards of the Indian Standards Institutions.
  - e) I.E.E.E. standards.
  - f) I.E.C. standards.
  - g) Other Internationally approved standards and / or Rules and **Regulations touching the subject matter of the Contract.**
- 1.32** Words imparting ‘Person’ shall include firms, companies, corporation and association or bodies of individuals.
- 1.33** Terms and expressions not herein defined shall have the same meaning as are assigned to them in the **Indian Sale of Goods Act (1930)**, failing that in the **Indian Contract Act (1872)** and failing that in the **General Clauses Act (1897)** including amendments thereof if any.
- 1.34** In addition to the above the following definitions shall also apply.
- a) ‘All equipment and materials’ to be supplied shall also mean ‘Goods’.
  - b) ‘Constructed’ shall also mean ‘erected and installed’
  - c) ‘Contract Performance Guarantee shall also mean ‘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 DOCUMENTS

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

- a) Invitation of Bid including letter forwarding the Bidding Documents, Instructions to Bidders, General Terms and Conditions of Contract, Erection Conditions of Contract and all other documents included under the Special Conditions of Contract and various other sections.
- b) Specifications of the equipment to be furnished under the Contract as brought out in the accompanying Technical Specification.
- c) Contractor’s Bid proposal and the documents attached there-to including the letter of clarifications thereto between the supplier/Contractor and TSECL prior to the Award of Contract.
- d) All the materials, literature, data and information of any sort given by the Supplier/Contractor along with his bid, subject to the approval of TSECL.
- e) Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of contract if any.

## 6.0 USE OF THE CONTRACT DOCUMENTS AND INFORMATION

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

## 7.0 JURISDICTION OF CONTRACT

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

## 8.0 MANNER OF EXECUTION OF CONTRACT

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

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

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

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

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



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

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

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

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

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

## 12.0 EFFECTIVENESS OF CONTRACT

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

## 13.0 EXTENSION OF TIME

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



- a) The supplier/contractor must apply to the Engineer-in-charge in writing for extension of time in wiring so required justifying the necessity.
  - b) Such application must state the grounds which hindered the supply/contractor in the execution of the work within the time as stipulated in the contract document/agreement.
  - c) Such application must be made within 30 days of the date on which such hindrance had arisen.
  - d) The Engineer-in -charge must be of the opinion that the grounds shown for the extension of time are reasonable and without extension of such time completion of the work is practically impossible.
- 13.2 According to the terms of the contract the Engineer- in -charge has full powers, but the orders on the application of the supplier/ contractor connected with the agreement accepted by the authorities higher than the Engineer- in -charge should be issued by him only after written approval of the authorities higher than the Engineer-in-charge.
- 13.3 The opinion of the Engineer-in- charge, whether the grounds shown for the extension of time are or are not reasonable, is final. If the Engineer-in -charge is of the opinion that the Grounds shown by the supplier/ contractor are not reasonable and declines to the grant extension to time, the supplier/contractor cannot challenge.

#### 14.0 LIQUIDATED DAMAGES

In case the materials are not delivered within the time stipulated in the order, the supplier shall be liable to pay at the discretion of the competent authority of purchaser, the liquidated damages to be determined by the purchaser as 1 % of the delivered price of the delayed goods or un-performed services for each week of delay until actual delivery or performance subject to a maximum deduction of 10% of the delayed goods/services price. Due consideration may be given in the levy of damages for reasons absolutely beyond the control of the supplier for which documentary evidence shall be provided to the satisfaction of the competent delayed supplies

#### 15.0 GUARANTEE

**a) IN GENERAL EXCEPT ENERGY METER AND EQUIPMENT & CABLE :**

In the event of any defect in the equipment/materials arising out of faulty design, materials, workmanship within a period of 12 (twelve) months of commissioning or 18 (eighteen) months from the date of last despatch of any integral part of the equipment/materials whichever is earlier the supplier shall guarantee to replace or repair the same to the satisfaction of the purchaser.

**If the supplier fails to do so within one month of receipt of intimation, TSECL reserves the right to effect repair or replacement by any other agency and recover charges for repair or replacement from the supplier.**

#### 16.0 TAXES, PERMITS & LICENCES

The Supplier/Contractor shall be liable and pay all non-Indian taxes, duties, levies lawfully assessed against TSECL or the Contractor in pursuance of the Contract. In addition, the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against this contract.



## **17.0 ARBITRATION**

- 17.1 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.
- 17.2 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Owner and the third to be appointed as an umpire by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.
- 17.3 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration & Reconciliation Act, 1996 or any statutory modification thereof. The place & venue of arbitration shall be AGARTALA. Under no circumstances the jurisdiction of the Court can be changed.
- 17.4 The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.
- 17.5 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.
- 17.6 No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.
- 17.7 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract

## **18.0 DEDUCTION**

Any amount which becomes payable by the supplier under particular contract shall be deducted by the purchaser from any amount that is due or becoming due under the same or any other contract and shall be adjusted

## **19.0 LIMITATION OF LIABILITIES**

- 19.1 The final payment by TSECL 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 TESTING**

### **20.1 CALIBRATION:**



**The instruments/equipment required for Inspection & Testing should have valid calibration as per following guideline:**

- 1) Calibration Certificate issued by Laboratory accredited by NABL may be accepted unconditionally provided the certificate bears an Accreditation body Logo.**
- 2) For Testing equipments, where NABL Accreditation is not available, Calibration Certificate from Educational Institutions like IIT's, NIT's, J.U., C.U., BHU only can be accepted provided they can demonstrate traceability.**

Necessary confirmation regarding above is to be given along with inspection offer failing which the inspection offer will not be accepted. **If during inspection & testing, the suppliers fail to produce Calibration Certificate as indicated above the offered lot may be rejected.**

## **20.2 INSPECTION & TESTING**

### **1. Before finalization of Tender:**

After opening of Techno-Commercial part of the Tender, the tendering authority at its discretion may send their representative for inspection of the factory premises at any day within working hrs. to ensure participating tenderer's manufacturing capability & technical eligibility to combat with TSECL's requirement.

### **2. After finalization of Tender:**

#### **i) In general Except Energy Meter:**

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

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

**All expenses involved due to lodging & boarding to stay outside the state (TRIPURA) for conducting pre-dispatch acceptance test including fare for To & Fro journeys shall have to be borne by the supplier.**

**Mode of transport from Agartala (Tripura) to destination place of manufacturer works shall be by Air. In case where Air transport is unable, for journeys on wards Kolkata, Rail transport of A.C. Two Tiers shall be arranged.**



**Number of inspecting engineer(s) may vary to a maximum strength of 3(Three) and shall be determined by the TSECL depending on quantity and methodology of testing.**

TSECL reserves the right to carry out in-house testing of the supplied materials at destination stores, in presence of authorized representative of the Manufacturer. In case they do not be present, company shall Test unilaterally and their result will be binding on them. **In case the test results deviates from the inspection result carried out at Manufacturers' Works (more than 2% tolerance as per IS where ever applicable), the Company reserves the right to cancel the specific lot and in that event materials are to be replaced by the Manufacturer free of cost including the transportation from the site to their works and back.**

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

### **20.3 RE-TESTING CHARGE**

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

### **21.0 CHANGE OF QUANTITY**

22.1 During the execution of the Contract, TSECL 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 under the Contract shall be limited to  $\pm 25\%$ .**

21.2 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 32.0 below. In case, the unit rates are not available for the change in quantity, the same shall be subjected to mutual agreement.

### **22.0 PAKCING, FORWARDING AND SHIPMENT**

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

22.2 The Supplier/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.



22.3 The Supplier/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.

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

The Supplier/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.

### **23.0 NO WAIVER RIGHTS OF AGREEMENT/CONTRACT PROVISION**

Neither the inspection by TSECL nor any order by TSECL for payment of money or any payment for or acceptance of, the whole or any part of the supply by the Engineer in charge of the supply, nor any possession taken by the Engineer in charge of the supply shall operate as a waiver of any provision of the Contract, or of any power herein reserved to Engineer 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.

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

### **25.0 CONTRACT PERFORMANCE GUARANTEE**

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

### **26.0 CONTRACT PRICE ADJUSTMENT**

*All prices / price components of the contract shall remain firm and no adjustment of price, whatsoever, shall be applicable during the currency of contract.*

### **27.0 PAYMENT**



- a) For tenderer within the State of Tripura cheque will be drawn on S.B.I, T.L.A Branch or other Schedule Bank, Agartala.
- b) For tenderer(s)/supplier(s) outside the State of Tripura cheque will be drawn on S.B.I or other Schedule Bank, payable at the place where the supply orders is placed.
- c) Payment will be made on receipt of materials in good condition by the consignee.
- d) Any terms of advance payments i.e. payments against dispatch documents/Bank documents will not be acceptable.
- e) **In no circumstances, claim of interest on payment shall be entertained.**

#### 27.1 **Currency of Payment**

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

#### 27.2 **Due Dates for Payments**

TSECL will make progressive payment as and when the payment is due as per the terms of payment set forth as herein after.

#### 28.0 **Mode of Payment**

Payment due on supply materials / services shall be made by the owner's Engineer in charge of the work through account payee cheque.

#### 29.0 **INSURANCE**

- 29.1 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 TSECL against all perils detailed herein**. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to TSECL. However, irrespective of such acceptance, the responsibility to maintain adequate **insurance coverage at all times during the period of Contract** shall be of the Contractor alone. **The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations**. The insurance covers to be taken by the Contractor shall be in a joint name of TSECL and the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.
- 29.2 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide TSECL 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 TSECL immediately after such insurance coverage. The Contractor shall also inform TSECL 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.
- 29.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot, strikes, social unrest and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks upto 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.

- 29.4 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, TSECL 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.

### **30.0 LIABILITY FOR ACCIDENTS AND DAMAGES**

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

### **31.0 DEMURRAGE, 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/Supplier.

### **32.0 FORCE MAJEURE**

- 32.1 Force majeure is herein defined as any cause which is beyond the control of the Supplier/Contractor or TSECL as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:

- a. Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;
- b. Acts of any Government including but not limited to war, declared or undeclared, quarantines, and embargoes.

Provided the contractor shall within Fifteen (15) days from the occurrence of such a cause notify TSECL in writing of such causes, acceptance of which will be given by TSECL after verification.

- 32.2 The Supplier/Contractor or TSECL shall not be liable for delays in performing his obligations resulting from any **force-majeure cause** as referred to and / or defined above.

The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Supplier's/Contractor's performance of obligation has been delayed due to other causes.

### **33.0 CONTRACTOR'S DEFAULT**

- 33.1 The Supplier/Contractor shall have to pay liquidated damages for delay in completion of Works as defined in "Liquidated Damages" of this Section.

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

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

- 34.1 TSECL reserves the right to terminate the Contract either in part or in full due to reasons stipulated in the clause entitled "**Contractor's Default.**" TSECL shall in such an event give Fifteen (15) days notice in writing to the Supplier/Contractor of his decision to do so.
- 34.2 The Supplier/Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the Owner in maintenance, protection, and disposition of the Works acquired under the Contract by the Owner.
- 34.3 In the event of such a termination, the Supplier/Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination
- 34.4 If the Supplier/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 the Owner 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, the Owner 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 the Owner 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. In the event of such cancellation, the Owner shall not hold the estate of the deceased Contractor and / or the surviving partner of the Contractor's firm liable to damages for not completing the Contract.

### **35.0 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.

### **36.0 SETTLEMENT OF DISPUTES**

- 36.1 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.
- 36.2 If any dispute or difference of any kind whatsoever shall arise between the Owner 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 Engineer, 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 the Owner and the Contractor.
- 36.3 Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not
- 36.4 If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.
- 36.5 In the event of the Engineer failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the Owner or the Contractor being dissatisfied with any such decision, or within thirty (30) days, after the expiry of the first mentioned period of thirty (30) days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided

### **37.0 ARBITRATION**

- 37.1 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.
- 37.1.1 The arbitration shall be conducted by an arbitrator, to be nominated by TSECL and he will be the sole arbitrator to conduct the arbitration.
- 37.1.2 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration & Reconciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be at Agartala.
- 37.2 The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award.
- 37.3 The arbitrator shall have full powers to review and / or revise any, decision, opinion, direction, certification or valuation of the **Engineer** in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the condense or arguments out before the Engineer for the purpose of obtaining the said decision.
- 37.4 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

### **38.0 OWNER'S LIEN ON EQUIPMENT**

TSECL shall have a lien on all equipment including those of the Supplier/Contractor brought to the Site for the purpose of installation, testing and commissioning of the equipment, machine(s), other Hardware to be supplied & installed under the Contract. TSECL shall continue to hold the lien on all such equipment throughout the period of Contract. No material brought to the Site shall be removed from the Site by the Supplier/Contractor and/or his Sub-Contractors without the prior written approval of the Engineer

### **39.0 Safety Rules**



- 39.1 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.
- 39.2 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.
- 39.3 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 TSECL or any other person who are at Site or adjacent thereto, the Contractors shall be responsible for payment of compensation to Consortium members as per the compensation order issued by the appropriate authority of Government of Tripura / verdict issued by court.  
The compensation mentioned above shall be in addition to the compensation payable to the workmen / employees under the relevant provisions of the Workmen's Compensation Act and rules framed there under or any other applicable laws as applicable from time to time. In case TSECL is made to pay such compensation then the amount of such compensation shall be deducted from the progressive bills / contract performance guaranty of the contractor.



## Section-IV

# Technical Specification with Drawing

### TECHNICAL SPECIFICATION FOR 8M AND 9M LONG STEEL TUBULAR POLE

#### 1.0 SCOPE

This specification covers the design, manufacture, testing at works, supply / delivery & transportation of 9mtr and 8mtr long Steel tubular Pole conforming to IS: 2713 (P-I & II)/1980 and as amended latest with cast iron base plate.

#### 2.0 STANDARDS

The 9mtr and 8mtr long Steel tubular Pole shall conform in all respect to the relevant Indian/ International Standard Specification, with latest amendments.

#### **SPECIFICATION FOR 9MTR AND 8MTR LONG STEEL TUBULAR POLES AS PER ISS:2713 (P-I & II)/1980 AND AS AMENDED LATEST.**

1. Type of Poles: - 8mtr and 9mtr long Steel tubular Pole of swaged and welded type.
2. Designation of Pole :-
  - i) 8mter = 410:SP-15
  - ii) 9mter = 410:SP-32

3. Outside Diameter of Sections :-

Items	410:SP-32	410:SP-15
Top(mm)	114.3	89.9
Middle(mm)	139.7	114.3
Bottom(mm)	165.1	139.7

4. Thickness of Sections :-

Items	410:SP-32	410:SP-15
Top(mm)	3.65	3.25
Middle(mm)	4.50	4.50
Bottom(mm)	4.85	5.40

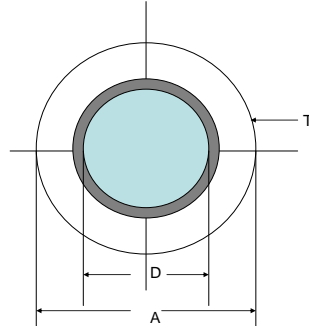
5. Tolerances:-

- i) Outside Diameter: - The outside diameters of the poles shall not vary from the appropriate value, except at the joint, by more than  $\pm 1.0$  percent.
- ii) Thickness :- Thickness shall not fall below the thickness specified by more than 10 percent.



- iii) Length :- The tolerance on the length shall be as follows:  
On the length of any section  $\pm 40\text{mm}$ .  
On the overall length of pole  $\pm 25\text{mm}$ .
- iv) Weight :- Mean weight for bulk supplies shall be not more than 7.5 percent below the calculated value. The weight of any single pole shall not fall below the calculated weight by more than 10 percent.
- v) Straightness :- The finished pole shall not be out of straightness by more than  $1/600$  of its length.
6. Protection against corrosion:-  
The poles shall be coated with black bituminous paint (conforming to IS:158/1968) of two coats throughout, internally and externally, up to the level which goes inside the earth including 1m above the earth level. The working portion of the exterior shall be painted with two coat of red oxide primer (conforming to IS:2074/1979).
7. Earthing arrangements:-  
Poles shall be provided with earthing arrangement with a thorough hole of 14 mm dia. which shall be provided at a height of 300mm above the planting depth.
8. M.S. Base Plate:-  
M.S. base plate as per drawing shall have to be welded to bottom portion of the pole. Both planes of the plate to be welded along the circumference of the bottom portion of the pole.  
Two coats of bituminous paint (conforming to IS: 158/1968) shall be **provided on all surface of the M.S. Plate.**
9. Top cap :-  
Canopy shaped plate of thickness same as that of top section of the pole shall be provided at the top of the pole with proper welding.
10. The poles shall be made of welded tube of suitable length (indicated in the relevant IS and enclosed drawing) swaged together and conforming to chemical composition and physical requirement of the specification. The material to be used for the poles shall be of minimum tensile strength of 42 kgt per Sqmm.
11. Chemical Composition:- As per IS:228(P-III)/1972 and IS:228(P-IX)/1975 or as amended latest.
12. Minimum Tensile Strength :- 42Kgf/mm<sup>2</sup> (For all sizes of steel Tubular Poles)
13. Approx. Weight of each pole :- i) 9 mtr. = 154 Kg.  
ii) 8 mtr = 119 Kg
14. Breaking load of each pole (in N/kgf) i) 9 mtr. = 5430/554  
ii) 8 mtr = 4890/499
15. Crippling load of each pole (in N/kgf) i) 9 mtr. = 3850/393  
ii) 8 mtr = 3470/354

Details of Base Plate ( 8 mtr & 9 mtr)



Bottom Dia of plate Pole (D)	Thickness (T)	Outer Dia. of base (A)
139.7 mm	8 mm	340 mm
165.1 mm	8mm	400 mm

Fig- 1 Mild Steel Base Plate

**All Dimensions are in mm**

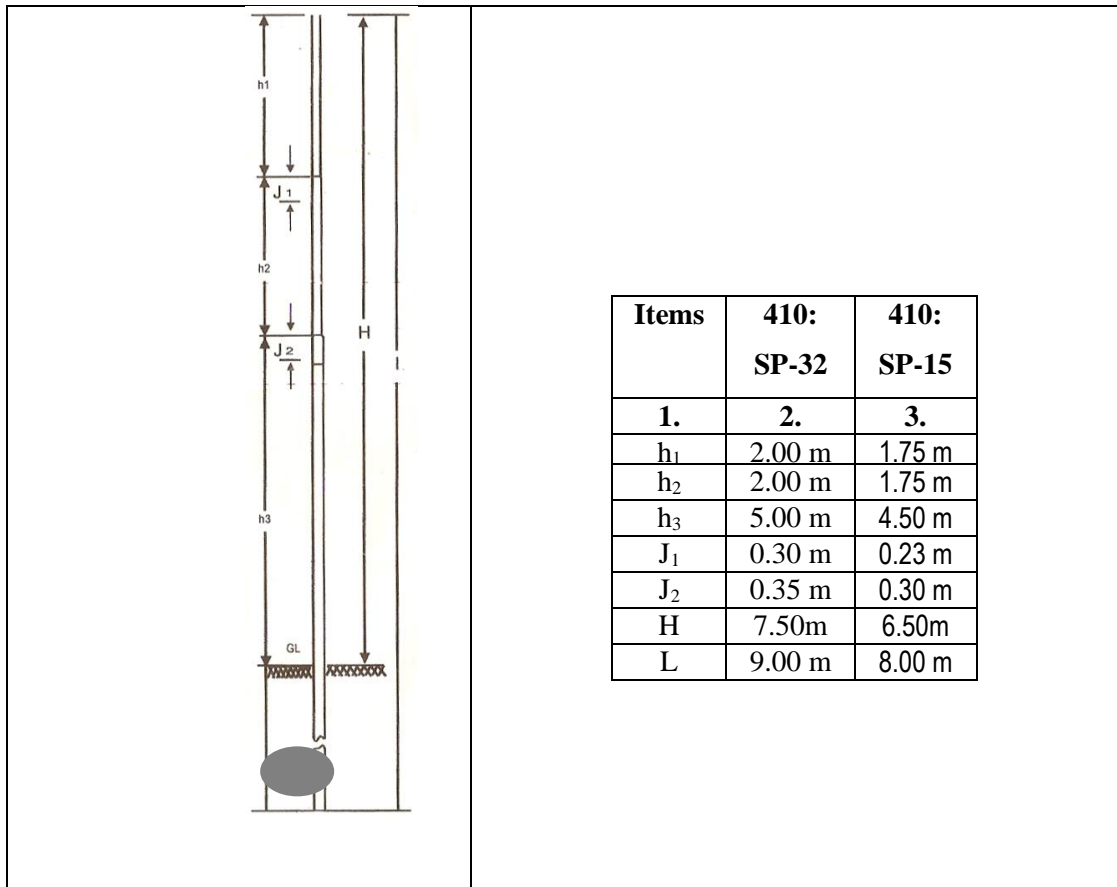


Fig- 2 Steel Pole



### 3.0 SERVICE CONDITIONS

The 8 mtr and 9 mtr long Steel tubular Pole to be supplied against this section shall be suitable for satisfactory continuous operation under the flowing climatic conditions as per ISS:2713(P-I & II)/1980 and as amended latest.

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

### 4.0 TEST AND INSPECTION

4.1 Following tests shall be carried out at the works of the manufacturer as per relevant ISS before delivery of each lot in presence of the representative of purchaser:

A. Acceptance Tests:

- a) Deflection test,
- b) Permanent set test, and
- c) Drop test.
- d) Tensile Test & Chemical analysis for Sulphur & Phosphorus.
- e) Physical verification of dimensions.

B. Routine Tests:

- a) Deflection test
- b) Permanent set test, and
- c) Drop test.
- d) Tensile Test & Chemical analysis for Sulphur & Phosphorus.
- e) Physical verification of dimensions.

C. Type Tests:

Type test shall be carried out as per IS:2713(Part I)/1980 and as amended latest number of poles selected for conducting the above test shall be as follows:

Lot size	No. of poles
Up to 500	5
501 to 1000	8
1001 to 2000	13
2001 to 3000	18
3001 and above	20

Sample at random will be selected from the offered lot for the above testing and the lot will be accepted subject to permissible limit of failure as per IS.





Note: - Purchaser reserves the right to get all or any test carried out on one sample per 20 nos. of Steel Tubular Poles at the cost of supplier from any recognized laboratory / government test house.

4.2 The supplier shall furnish the type test / the routine test certificate as part of the condition for supply of 11mtr and 9mtr long Steel tubular Pole in bulk quantity at the discretion of the purchaser.

#### 4.3.0 INSPECTION

4.3.1 All test and inspection shall be made at the place of manufacture unless otherwise especially agreed upon by the manufacturer and purchaser at the time of purchase. The manufacturer shall afford the inspector representing the purchaser all reasonable facilities without charge to satisfy him that the material is being furnished in accordance with specification.

4.3.2 The purchaser reserves the right to have the test carried at the cost of the supplier by an independent agency whenever there is dispute regarding the quality of supply.

### 5.0 PACKING & MARKING

#### 5.1 PACKING

Poles shall be well finished, clean and free from harmful surface defects.

The steel Tubular Poles shall be so transported that the poles are adequately protected against damage in ordinary handling and transit. To avoid damage of the Steel Poles, transshipment in between the road transportation must be avoided i.e. each consignment should be transported from factory to store yard at through a single carrier.

#### 5.2 MARKING

Each pole shall bear the following permanent marking on a place just at the beginning of the middle section of the pole from bottom along the axis of the pole:

- a). Manufacturer's Name
- b). Manufacturer's Trade mark
- c). Designation of the pole
- d). "TSECL DDUGJY"
- e). Year of manufacture
- f). ISI certification mark if any.



## Guaranteed & other technical particulars for 8m and 9m Steel Tubular Poles

The guaranteed technical particulars of 8 mtr and 9 mtr long Steel Tubular Pole offered shall be given by the bidder along with the tender.

(To be furnished by the Manufacturer)

Sl.No.	Item	Description	
		8mtr	9mtr
1.	Make & Manufacturer		
2.	Place of Manufacture		
3.	Type of Poles		
4.	Designation of Pole		
5.	Outside Diameter of sections:- 1) Top (mm) ii) Middle (mm) ii) Bottom (mm)		
6.	Thickness of sections i) Top (mm) ii) Middle (mm) iii) Bottom (mm)		
7.	Tolerance i) Outside Diameter ii) Thickness ii) Length iv) Weight v) Straightness		
8.	Protection against corrosion:-		
9.	Earthing arrangements :-		
10.	M.S.Base Plate :-		
11.	Top cap :-		
12.	Minimum Tensile Strength		
13.	Chemical Composition		
14.	Approx .Weight of each pole		
15.	Breaking load of each pole		
16.	Crippling load of each pole		
17.	Marking as per clause No.5.2 of section-IV		

Signature of Authorised Signatory of the firm



**SECTION –V**  
**ALL ANNEXURE/FORMATS/FORMS**

**Annexure-I**

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

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

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



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

Signature of Authorised

Signatory of the firm

Seal of the firm



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

Refer NIT No. \_\_\_\_\_ Date \_\_\_\_\_

To  
The Addl. General Manager (DP&C)  
Tripura State Electricity Corporation Limited  
Bidyut Bhavan  
Banamalipur,  
Agartala, West Tripura

Sir,

Acceptance of TSECL'S NIT Clause No. 8-2-(xiii) of Section –II

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

Yours faithfully,

Date:.....

(Signature of the Tenderer)  
With rubber Stamp

Attestation Signature of Notary  
With Rubber Stamp

Date:



**Annexure-III**

**DEVIATION SHEET**

FORMAT-

1. If the proposal has got any deviation from the Technical Specification, the tenderer shall tabulate those deviations here clause by clause.

Sl. No.	Clause No.	Description	Deviation offered	Remarks

2. If the proposal has got any deviation from the requirement of the commercial terms specified, tenderer shall tabulate those deviations here clause by clause.

Sl. No.	Clause No.	Description	Deviation offered	Remarks

**Designation**

**Signature with Seal**

NOTE : When there is no deviation this sheet is to be submitted with the offer duly signed with an endorsement indicating "No Deviation". Deviations not indicated here will not be taken into consideration.



**Annexure-IV**

**Certificate regarding Summary Statement of Yearly Turnover**

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

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

Average Turnover: In

**Note:**

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

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



**Annexure-V**

**STATEMENT OF ORDERS EXECUTED DURING LAST THREE FINANCIAL YEARS**

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

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





**Annexure-VI**

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

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

**SIGNATURE OF THE TENDERER WITH OFFICE SEAL**



**Annexure-VII**

**PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER**

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

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

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

Signature of the Tenderer with Seal

Dated-----



**Annexure-VIII**

**FORMAT OF LETTER OF BID**

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

To,  
The Tender Committee,

Sub: Letter of Bid for the work

-----  
-----  
-----  
-----  
-----

Ref: 1. NIT No ----- dated -----

--

2. Tender Id No. -----

Dear Sir,

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

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

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

Signature of the Tenderer with Seal

Dated-----



**Annexure-IX**

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

Ref. .... Bank Guarantee No. ....  
Date .....

To  
Tripura State Electricity Corporation Limited  
Bidyut Bhavan, North Banamalipur,  
Agartala – 799001,  
West Tripura.

Dear Sir,

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

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

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

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee, from time to time to extend the time for performance or the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or



of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to for bear to enforce any covenants, contained or implied, in the Contact between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released to its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing what so ever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee the Owner may have in relation to the Contactor’s liabilities.

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

Dated this ..... day of .....200..... At .....

**WITNESS**

..... (Signature)	..... (Signature)	.....
..... (Name)	..... (Name)	.....
..... (Official Address)	..... (Official Address)	.....

Attorney as per Power  
Of Attorney No. ....

Date .....

**NOTES:**

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



**Annexure-X**

**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: -**

**Signature of Contractor**



**APPLICATION FOR EXTENSION OF TIME**  
**(Part – II)**  
**(To be filled in by TSECL)**

1. **Date of receipt of application from \_\_\_\_\_ contractor**  
**for \_\_\_\_\_ the \_\_\_\_\_ work \_\_\_\_\_ of \_\_\_\_\_**  
**in \_\_\_\_\_ the \_\_\_\_\_ Sub-Divisional \_\_\_\_\_.**
2. **Acknowledgement issued by the Sr. Manager, vide his No. \_\_\_\_\_**  
**\_\_\_\_\_ Dated \_\_\_\_\_.**
3. **Recommendation of Sr. Manager, in – charge of the Sub-Division is to whether the reasons given by the Contractor are correct and what extension, if any, recommended by him, if he does not recommended the extension, reasons for rejection should be given**

<b>Dated .....</b>	<b>Signature of the Sr. Manager in-charge of Sub-Division.</b>
--------------------	--





**APPLICATION FOR EXTENSION OF TIME**

**(Part – III)**

**(To be filled in by TSECL)**

1. Date of receipt in the Divisional office: \_\_\_\_\_
2. Report of DGM, in-charge of the Division regarding hindrances mentioned by the contractor  
\_\_\_\_\_

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

3. Recommendation / Approval of the DGM, in-charge of the Division: -  
(The present progress of work should be stated and whether the work is likely to be completed by the date upto which extension is applied for, if extension of time is not recommended, what compensation is proposed to be levied under clause 13 of section - III.

**Signature of DGM**

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

**Signature of AGM**

5. Recommendation / Approval of the GM (Technical): -

**Signature of GM (Technical)**

6. Recommendation / Approval of the CMD: -

**Signature of CMD**



**Annexure-XI**

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

THIS INDEMNITY BOND IS EXECUTED ON THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_ 2010 A. D. By Shri \_\_\_\_\_,  
S/O. Shri / Late \_\_\_\_\_, Vill. \_\_\_\_\_ P.S.  
\_\_\_\_\_, District \_\_\_\_\_, aged about \_\_\_\_\_  
years, a citizen of India (Here-in-after called the Contractor indemnifier) in favour of  
Tripura State Electricity Corporation Ltd. (TSECL) (Here-in-after called the Corporation)  
under the terms and conditions here-in-after mentioned : -  
WHEREAS, I am a Class \_\_ Government Contractor and the Corporation awarded me to  
execute the work namely

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

<p>Witnesses</p> <p>1.</p> <p>2.</p> <p style="text-align: center;">Identified by me</p> <p>_____</p> <p style="text-align: center;">Advocate</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Full Signature of Contractor (INDEMNIFIER)</p>
---	--

.....



**Annexure-XII**

**SCHEDULE OF BIDS**

**Tender No. ....**

1	Name of the tenderer with office & factory address. Tel. no./Fax no./E.mail address	
2	Address of Agartala office and Tel no/Fax no/E.mail address with the name of contact person	
3	GST registration No.	
4	Testing facilities available.	
5	Category of organisation	
6	SSI registration No. & valid upto ( a copy should be enclosed)	
7	Earnest Money (Amount and in the form of DD) submitted	
8	Details of Earnest Money in DD, as submitted	
9	<del>Excise duty rate, if applicable</del>	
10	<del>TRIPURA VAT/Central Sales Tax rate, if applicable</del>	
11	Whether agreed to :	
	a) Terms of payment	
	b) Guarantee clause	
	c) Security deposit clause	
	d) Liquidated damage clause	
	e) Inspection clause	
	f) Packing clause	
	g) Retesting clause	
12	Whether agreed to deliver materials at TSECL's stores anywhere in TRIPURA by road, including unloading?	
13	Offer valid up to	Bids shall remain valid for <b>6 (six) calendar</b> months after the date of <b>bid opening</b> prescribed by TSECL.
14	The price should be Firm.	Firm
15	Desired Delivery schedule of TSECL	
	<b>a) Commencement : shall be reckoned from 15<sup>th</sup> day of the date of supply order.</b>	
	<b>b) Schedule of delivery: As per clause no. 14.0 of Section-II</b>	
	<b>N.B. : Offered delivery schedule in any mode other than the above delivery schedule will not be entertained .</b>	
16	If any deviation, please mention in deviation sheet enclosed (deviations mentioned elsewhere will not be considered)	YES/NO



17	Technical literature/catalogue of the materials offered enclosed.	YES/NO
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**WITH OFFICE SEAL**

**SIGNATURE OF THE TENDERER**



**Annexure-XIII**

**CHECK LIST**

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

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



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

**Signature with Designation & Seal**



Annexure-XIV

Un-priced Schedule

Tender Inviting Authority: AGM (D P & C), TSECL, Corporate office, Bidyut Bhaban, Agartala, West Tripura.

Name of Work: Procurement of **Steel Tubular Poles (9Mtr. & 8Mtr. Long)** for Implementation of **DDUGJY** Project in Tripura State

NIT No. 16/AGM(DP & C)/DDUGJY/TSECL/2017-18 Dt.18-10-2017

Bidder Name:

Sl. No.	Item Description	Item Code / Make	Quantity	Units	Unit Ex-Factory price in Rs (To be entered by the Bidder)	GST as applicable (in %) (To be entered by the Bidder)	GST as applicable (in Rs) (To be entered by the Bidder)	Unit Freight & Insurance Charges i/c loading , unloading at destination (in Rs.) (To be entered by the Bidder)	GST as applicable on Unit Freight & Insurance Charges i/c loading , unloading at destination (in %) (To be entered by the Bidder)	GST as applicable on Unit Freight & Insurance Charges i/c loading, unloading at destination (in Rs) (To be entered by the Bidder)	Total Unit price Column (13+16+17+19)	GRAND TOTAL AMOUNT Column (4*24)
1	<b>Supply of Materials:</b>	<b>Heading1</b>										
2	Design, Engineering, Manufacture, Assembly, inspection, Testing at manufacturer's work before dispatch, packing, supply & delivery of 9 Meter long Steel Tubular Pole conforming to relevant IS standard with latest amendments.	item1	1432	Nos	<b>X</b>		<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>
3	Design, Engineering, Manufacture, Assembly, inspection, Testing at manufacturer's work before dispatch, packing, supply & delivery of 8 meter long steel tubular pole conforming to relevant IS/IEC standard with latest amendments.	item2	1744	Nos	<b>X</b>		<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>
<b>Total in Figures</b>					<b>X</b>		<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>	<b>X</b>