

## SECTION-I

### **TRIPURA STATE ELECTRICITY CORPORATION LIMITED (INVITATION OF LOCALCOMPETITIVE BIDDING)**

NOTICE INVITING TENDER FOR Providing uniformed private security guard for round the clock 24 hrs duty at 132 KV Sub-Station Gournagar, Kailashahar for a period of 1(one) year under Transmission Division Kumarghat.

#### **1.0 INTRODUCTION**

Providing uniformed private security guard for round the clock 24 hrs duty at 132 KV Sub-Station Gournagar, Kailashahar for a period of 1(one) year under Transmission Division Kumarghat.

#### **2.0 SCOPE OF WORK**

Scope of work covered under the package includes watch and ward duties at 132KV Sub-Stations **Gournagar, Kailashahar, Unakoti Tripura**. The detailed scope of work has been described in the schedule of works attached with this bidding document.

<b>3.0</b>	Bid Receipt time and date	: - 28/12/2018 at 3.00 Pm
	Bid opening time and date	: - 28/12/2018 at 3.30 Pm
	Estimated Cost	: - <b>Rs 1, 84, 608 .00</b>
	Earnest Money	: - <b>Rs 3,692.00</b>
	Completion Period	: - 12 months ( <b>365 days</b> ).

#### **4.0 QUALIFYING REQUIREMENTS FOR BIDDERS**

To be qualified to bid for the package, the bidder shall have to meet the following minimum criteria:

- 4.1 The bidder must have Registration under the societies Registration Act, 1860. The bidder should be a registered organization capable of providing Trained security personal/ Ex-Servicemen / Ex-State Force Personnel / Ex-Paramilitary force having all required license / permission for providing uniform security guard.
- 4.2 The bidder must have **successfully executed at least 1 (One) job for watch and ward duties for round the clock (24 hrs) duty at sub-stations or any other offices and the same is in satisfactory as on the date of bid submission. Average annual financial turn over during last 3(three) years, ending on 31<sup>st</sup> march of the previous financial year should be at least 30% of the estimated cost.**
- 4.3 The bidder must be financially capable for execution of the work having **current validity of professional tax clearance certificate, sales tax clearance certificate, labour registration and PAN.**
- 4.4 Notwithstanding anything contained herein above, TSECL reserves the right to assess the "capacity and capability" of the bidder to execute the work.
- 5.0 The **tender form** can be seen and downloaded from the TSECL's official website (URL: <http://www.tsecl.nic.in/>). **All the proposals shall be separately sealed with the inscription of proposal (bid) along with tender reference. The offers containing all the proposals shall be sealed in a big envelop with the NIT No. & date of opening scheduled and to be submitted within date specified and shall be opened sequentially in presence of authorized representative of intending bidders.**
- 5.1 Tender will be received only at Transmission Division, Kumarghat, Unakoti, Tripura up to 3.00 pm. The pre-qualification & techno-commercial bid shall be opened at 3.30 pm on the same day. In case of any problem the pre-qualification & techno-commercial bid shall be opened on the next working day. Only the successful bidders in pre-qualification & techno-

commercial bid segment shall be allowed for their price bid. Tender should be accompanied with earnest money to be deposited in the form of Demand Draft or Banker Cheque on any nationalized / scheduled Bank in favour of TRIPURA STATE ELECTRICITY CORPORATION LIMITED payable at Agartala as per requirement of clause 3.0 of this section. No tender submitted or received through post after the fixed date and time will be entertained.

(In case the above scheduled last date for receiving of tender against any N.I.T. is declared holiday by the State Government tender(s) in response to the said N.I.T. will be received up to 3 Pm on the following working day keeping other clauses of N.I.T. unchanged.)

- 5.2 The bidder shall bear all cost and expenses associated with purchase and submission of its bid including post bid discussions, technical & other presentation etc. and TSECL will in no case be responsible or liable for those cost, regardless of the conduct or outcome of the bidding process.
- 5.3 The bidder shall furnish documentary evidence in support of the qualifying requirements stipulated above along with their bid (Clause 8.0, Section – II). Bid received without such documents shall be summarily rejected.
- 5.4 Tender form can be **downloaded from the** TSECL's official website (URL: <http://www.tsecl.nic.in/>) and the **cost of the Tender Form shall be deposited in the form of Demand Draft / Banker Cheque on any Nationalized / Scheduled Bank** in favour of TRIPURA STATE ELECTRICITY CORPORATION LIMITED payable at Agartala in a separate sealed envelope along with bid document .  
**Non submission / short submission of cost of tender form in case of down loading will be treated as non responsive and shall be liable for rejection.**
- 5.5 The **down loaded tender document in undamaged condition shall be signed by the tenderer / bidder on all pages and will be enclosed with the price bid.** All corrections to rates and items in the tender should be initialed by the tenderer/bidder. Every pages of the rate schedule be signed in full by the tenderer / bidder.
- 5.6 **The bidders must quote their rates in the prescribed price bidding schedule in the bidding document or attach this quoted price as per prescribed price bidding schedule with their bidding documents. The Bidder shall have to give a DECLARATION that he / they have gone through the details of the bidding document as per format appended.**
- 5.7 Canvassing in connection with tenders / uncalled for remarks by the tenderer will lead to rejection of the tender.
- 5.8 The bidder(s) responsibility for this contract shall commence from the date of issue of order of acceptance of tender and the **period shall be reckoned from the 7<sup>th</sup> day after the date of issue of LOA.**
- 5.9 Before submitting tenders, the tenderer are to satisfy themselves by actual visit to the site of work/supply as regards the prevailing conditions of approaches and roads and availability of labourers and materials etc. and tenderer submitting tender shall be deemed to have done so. No claim on the above will be entertained afterwards.
- 5.10 The bid shall remain open for **acceptance for a period of 180 (One Eighty) days from the date of opening of tender.** If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the TSECL, the TSECL shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely.

**6.0** The bidder shall furnish documentary evidence in support of the qualifying requirements stipulated at clause 13 of section-II along with their bid. Bid received without such documents shall be summarily rejected.

**7.0.** The bidding documents are not transferable and cost of bidding document is not refundable under any circumstances

**8.0** The bidder shall be required to deposit earnest money as put to tender in the shape of **Demand Draft** or **Banker Cheque** from any nationalized / scheduled Bank guaranteed by Reserve Bank of India favoring **TRIPURA STATE ELECTRICITY CORPORATION LIMITED** payable at **Agartala** along with the bid in a separate sealed envelope. The earnest money deposited is adjustable with contract performance guaranty.

On award of work the successful bidder shall be required to furnish a contract performance guarantee @ 10% of the LOA value in the shape as detailed below:

a. **100% of Contract Performance Guarantee (CPG) in the shape of Bank Guarantee (BG)** from any nationalized / scheduled Bank guaranteed by Reserve Bank of India favouring **TRIPURA STATE ELECTRICITY CORPORATION LIMITED** payable at **Agartala**.

BID NOT ACCOMPANIED WITH REQUISITE BID EARNEST MONEY IN A SEPARATE SEALED ENVELOPE SHALL NOT BE ENTRTAINED AND SHALL BE RETURNED TO THE BIDDER WITHOUT BEING OPENED.

**9.0** The bidding documents are not transferable and cost of bidding document is not refundable under any circumstances.

**10.0 Address for Communication / Purchase of Bid Document.**

**The Deputy General Manager,  
Transmission Division, Tripura State Electricity Corporation Ltd.  
Kumarghat, Unakoti, Tripura.**

## SECTION-II

### **Terms & Conditions**

1. The applicant agency should be a registered organization capable of providing Ex-Servicemen / Ex-State Force Personnel / Ex-Paramilitary force (e.g. Army/ BSF/ TSR/ Assam Rifles/ CRPF/ CISF etc.) having all required license / permission for providing uniformed security guard.
2. The Agencies who are registered under the **Societies Registration Act. 1860** are not entitled for submission of quotation /tender.
3. Application in plain papers in sealed envelope should be submitted accompanied by a demand draft or Banker Cheque of **Rs.3,692.00/-** (Rupees Three Thousand Three Hundred and Thirty Two) only on account of **Earnest Money**, drawn in favour of TSECL payable at Agartala along with the bid in a separate sealed envelope. The envelope containing the quotation with document shall be superscribed with **PNIT No & date and name of work distinctly**.
4. Rate should be inclusive of all taxes & duties etc. and quoted both in words and figures for per person per month.
5. The amount of earnest money of the unsuccessful bidder will be refunded but in case of successful bidder, the earnest money will be converted in to security deposit and shall be retained till completion of the contract. The security shall not earn any interest.
6. There shall be no increase in the rate / charge during the contract period.
7. The security guards shall wear well distinguishable uniform and follow the rules & regulation of TSECL.
8. The Agency shall provide uniform, identity card, torch, battery & mobile set etc. for duty person(s).
9. The agency will be responsible for any type of loss incurs due to theft of equipment's/ Cables/Scraps etc. in the sub-station. **Operational Charge** of Agency/ Contractor shall be inclusive of any other statutory charges not mentioned in the bid and expenditures of Uniform, torch & battery, mobile set, walkie-talkie etc along with its establishment cost.
10. In case of change/substitute of security guard personal, prior permission of the undersigned.
11. The following document must be submitted along with the tender :-
  - a. Attested copies of Trade License.
  - b. Registration Certificate from the appropriate authority.
  - c. Experience Certificate.
  - d. Attested copy of License to engage in the business of private Security agency.
  - e. Attested copy of Certificate of Labour Registration.
  - f. Attested copy of Employees Provident Fund Registration
  - g. Copy of ITC, PTC of current validity Certificate.
  - h. Attested copy of Service Tax Registration, GST Registration.
  - i. PAN Card.
12. There will be 3(Three) shifts per day and 1(**one**) person will be deployed in each shift. The persons will put their signature in a register as per their time of duty at the sub-station. **They will be fully responsible for the safe guard of the properties of 132KV Sub-station at Gournagar, Kailashahar, 132 KV Sub-Station.** In case of leave or absence of any person, the agency will provide replacement as and when required.

13. The payment will be made per month on submission of bill at the end of each months. Under normal situation, the bill will be paid within 10(ten) days on submission of the bill. The entire amount will be paid to the agency against stamped receipt. In no case, any amount will be paid to any individual person.
14. **The successful bidder** will be required to deploy the security guards within 7 (seven) days **time from the date of issue of LOA along with detail identity documents of security guards. In case failed to deploy the guards, LOA will be withdrawn and earnest money will be forfeited.**
15. The Bid shall be submitted in **2(Two) parts** in **separate sealed envelopes** properly **super scribing PNIT No., name of work, and bid opening date** containing in **1(One) sealed cover** as follows:

**Part-I: Pre Qualification Bid**

- a) Containing Bid **earnest money** as per the stipulations of the Bid Documents in a separate sealed envelope.
- b) Containing Documentary Evidence of the Bidder fulfilling the Qualifying Requirements in a separate sealed envelope.
- c) The Bidder shall submit copies of relevant work order / Award letters / Agreements etc. and corresponding completion certificates issued by the concerned clients. The tenderer shall also submit professional tax clearance certificate & sales tax clearance certificate and all such other documents deemed necessary in support of their meeting the stipulated qualifying requirements and its credentials as per Clause No. 13 of Section-II of this PNIT without which the quotation will be rejected.

**Part-II: Price Bid**

The price Bid should be quoted both in words and figures in a plain paper and shall be submitted in a separate envelopes.

16. **TSECL shall have no liabilities with reference to service conditions of the security guards as provided by the agency. The agency shall have the full responsibility on this issue particularly with regard to observance of all statutory obligations.** TSECL reserves the right to terminate the contract at any time with one months notice. In case, the agency wants to withdraw the service, they will also have to give a notice of one month.
17. All Taxes as applicable shall be deducted at source.
18. In case of any dispute, the decision of the Tripura State Electricity Corporation Limited Authority shall be final and binding.
19. The successful tenderer shall provide within 5(five) days of list a guards along with reserved personnel who are likely to be deployed as security guards. The list shall contain individual person details like name, address, Educational qualification, Nationalities, service details in armed forces / paramilitary forces / state forces etc. supported by documentary evidence.
20. **The Bid documents will be received at the following address within the stipulated Date & Time.**

**O/o the Dy. General Manager,  
Transmission Division,  
Kumarghat, Unakoti, Tripura.**

**Dy. General Manager,  
Transmission Division,  
Kumarghat, Unakoti, Tripura.**

**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 and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 1.4 '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.
- 1.5 'Date of Contract' shall mean the date on which Notification of Award of Contract / Letter of Award / Telex of Award has been issued.
- 1.6 'Month' shall mean the calendar month. 'Day or 'Days', unless herein otherwise expressly defined, shall mean calendar day or days of 24 hours each.  
A 'Week' shall mean continuous period of seven (7) days.
- 1.7 "Writing" shall include any manuscript, type written or printed statement, under or over signature and / or seal as the case may be.
- 1.8 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', '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.

**2.0 APPLICATION**

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

**3.0 LANGUAGE AND MEASURES**

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

**4.0 CONTRACT DOCUMENTS**

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.
- c) Contractor's Bid proposal and the documents attached there-to including the letter of clarifications thereto between the Contractor and TSECL prior to the Award of Contract.
- e) Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of contract if any.

## **5.0 USE OF THE CONTRACT DOCUMENTS AND INFORMATION**

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

## **6.0 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.

## **7.0 MANNER OF EXECUTION OF CONTRACT**

7.1 The contractor should attend the concerned office of TSECL **within 7 (seven) days from the date of issue of the Letter of Award** to the Contractor for signing the contract agreement.

7.2 The Contractor shall provide for signing of the Contract, Performance Guarantee, and appropriate power of attorney.

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

7.4 Subsequent to signing of the Contract, the Contractor, at his own cost, shall provide TSECL with at least ten (10) true copies of Agreement and one soft copy including 6(six) hard copies of the approved drawings within fifteen (15) days after the signing of the Contract.

## **8.0 ENFORCEMENT OF TERMS**

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.

## **9.0 COMPLETION OF CONTRACT**

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.

## SCHEDULE OF WORK

**Name of Work:** - Providing uniformed private security guard for round the clock 24 hrs duty at 132 KV Sub-Station Gournagar, Kailashahar for a period of 1(one) year under Transmission Division Kumarghat.

**NIT No. DGM/TD/NIT/KGT/18-19/03**

**Dated, 17/12/2018**

Sl. No.	Particulars	Qty.	Unit	Rate/month (In Rs.)	Amount (In Rs.)
	Providing uniformed private security guard for round the clock 24 hrs duty at 132 KV Sub-Station Gournagar, Kailashahar for a period of 1(one) year for 12 (twelve) months i.e. (1 x 3 x 12 = 36 persons)	36	Person		
<b>Total =</b>					

**Note:- Operational Charge** of Agency/ Contractor shall be inclusive of any other statutory charges not mentioned in the bid and expenditures of Uniform, torch & battery, mobile set, walkie-talkie etc along with its establishment cost.

**Signature of Bidder.**



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 the Contract.
- The Stamp Papers of appropriate value shall be purchased in the name of issuing Bank.

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

INDEMNITY BOND

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

WHEREAS, I am a Class \_\_\_\_ Government Contractor and the Corporation awarded me to  
execute the work namely

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

## DECLARATION

NIT No:-.....Date.....

I/We hereby declare that I/We have personally gone through the Bid Document containing general terms and condition incorporated in the Notice Inviting Competitive Bidding for the works and I/We do agree to abide by the Rules and Regulation of TSECL.

**SIGNATURE OF THE BIDDER**