



## **Tripura State Electricity Corporation Limited** (A Government of Tripura Enterprise)

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### **Deputy General Manager (MMD), TSECL, Agartala**

**NIT No.** : DGM (MMD)/TSECL/20/2022-23  
Date:-04.01.2023

**Name of Work** : **Appointment of service provider for  
GIS field survey of 33kv (HT)  
Feeder Assets (Network & Poles)  
and digitization of collected data in  
shape files.**

**Deputy General Manager (MMD)  
Bidyut Bhawan, Corporate Office  
TSECL, Agartala, West Tripura**



## Notice Inviting E-Tender

(DOMESTIC COMPETITIVE BIDDING)

**(SINGLE STAGE TWO ENVELOPE BIDDING)**

DATE OF ISSUANCE OF NIT :

- 1.0** Deputy General Manager (MMD) TSECL, Agartala invites the tender on behalf of TSECL from the resourceful experienced Implementation Partner for '**Appointment of IT Implementation Agency for GIS application, digitization and survey of consumer along with HT & LT network of TSECL**' through **electronic tendering (e-tendering)**.

Sl. No.	Name of Work and NIT No.	Estimated Value	Earnest Money	Tender Fee (non-refundable)
1.	Appointment of service provider for GIS field survey of 33kv (HT) Feeder Assets (Network & Poles) and digitization of collected data in shape files.  DNIT No. DGM (MMD)/	INR 30,00,000/-	INR 60,000/-	INR 10,000/-
2.	Period of downloading of Bidding Document at <a href="http://tripuratenders.gov.in">tripuratenders.gov.in</a> from 04.01.2023		Deadline for online bidding: 09.01.2023	Date of Opening Technical Bid/Bids: 10.01.2023

### 2.0 Critical Dates:

Item No.	Particulars	Description of items
1	Name of Tender	Appointment of service provider for GIS field survey of 33kv (HT) Feeder Assets (Network & Poles) and digitization of collected data in shape files.
2.	Cost of Bid Document (Rs.)	10,000/-
3.	EMD (Rs.) (Amount & Detail)	60,000/-
4.	Tender Value (Rs.)	30,00,000/-
5.	Completion Period	2 Months
6.	Date of Publication of NIT	04.01.2023
7.	Brief Description of Work	GIS field survey work for 33kv (HT) Feeder Assets



		(Network & Poles) of TSECL and digitization of collected data in shape files.
8.	Period of Downloading of Bidding documents @ <a href="http://www.tripuratenders.gov.in">http://www.tripuratenders.gov.in</a>	04.01.2023
9.	Bid submission start and end date along with time	04.01.2023 (6:30PM)-Start Date & Time 9.01.2023 (5:00PM)-End Date & Time
10.	Technical bid opening date and time	10.01.2023(12:00PM)
11.	Financial Bid opening date and time	To be informed Later
12.	Place of opening bids	Online (through e-procurement portal)
13.	Tender Fees	INR only in favor of "Tripura State Electricity Corporation Limited" payable at Agartala. Submission Process in Mentioned below.
14.	Bid Security/ Earnest Money Deposit (EMD)	Earnest Money Deposit amounting to INR Submission Process is mentioned below.
15.	Selection Process	The technical Bids along with all the supporting documents shall be submitted in separate folder. Department will review the technical bids of the bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at department's discretion. The bidder's technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework. The final selection will be based on L1 basis.
16.	Officer inviting Bids	<b>DGM (MMD);</b> <b>Tel: 9436457398 ,</b> <b>Fax: 0381 2326613/ 0381 2319427;</b> <b>E-mail: dgm.mmdagartala@tsecl.in</b>
17.	Bid Validity Period	180 days from the date of opening of proposal
18.	Mode of tender submission	Online (through e-procurement portal)
19.	E-tendering	<ul style="list-style-type: none"> <li>The bid document shall be available in the prescribed form through e-procurement application <a href="https://tripuratenders.gov.in">https://tripuratenders.gov.in</a>.</li> <li>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 certifying authorities, enlisted by Controller of Certifying Authorities (CCA) at <a href="http://cca.gov.in">http://cca.gov.in</a>. 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 <a href="http://www.tripuratenders.gov.in">http://www.tripuratenders.gov.in</a> and</li> </ul>



		obtain User ID and Password for the purpose of bidding.
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- The NIT for the above work will appear in National and Local Newspapers. This shall also be available on Tripura State Electricity Corporation Limited's website <http://www.tsecl.in>. The complete Bidding Documents shall be available at Government e-procurement portal <https://tripuratenders.gov.in> from 04/01/2023. Interested bidders can download the bidding documents and commence preparation of bids to gain time.
- To participate in bid, the bidder shall have a valid **Class 2 / Class 3 Digital Signature Certificate (DSC)**, obtained from the certifying authorities enlisted by Controller of Certifying Authorities (CCA) at <http://cca.gov.in>.
- Bids will be opened online through website <https://tripuratenders.gov.in>.
- Eligible bidders shall participate in tender online through the government e-procurement portal at <http://www.tripuratenders.gov.in>. However, the Bidder will also have to submit hardcopy of proof of payment of Tender Fees & EMD within the due date of submission. Tenders shall be uploaded/submitted in a two-bid system: -
  - Bid Envelop-I (Technical bid)
  - Bid Envelop-II (Financial bid)
- The acceptance of Price bid / financial bid shall be subjected to acceptance of Technical Bid and meeting of pre-qualification criteria (to be provided in Technical Bid).
- **Tender Fee and EMD are to be paid electronically using the Online Payment Facility provided in the Portal. For online payment of Tender Fee and EMD, please follow the following process:**
  - After initiating the Bid Submission Process from "My Tender" option, an "Online Payment" page will appear which will display the total Tender Fee & EMD amount.
  - On submission of TF & EMD payment option, System will redirect to the SBI Bank MOPS window.
  - SBI MOPS will have two option for Net Banking- "SBI" & "Other Banks". Bidder can choose any of the options as desired and can complete the Online Payment process.
- 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.
- Downloaded NIT, Bid Document (DNIT/RFP) 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.
- Other details can be seen in the bid/DNIT document.

### 3.0 Broad Scope of Work

Open Tenders are invited in e-tender bidding process from interested bidders for Appointment of service provider for GIS field survey of 33kv (HT) Feeder Assets (Network & Poles) and digitization of collected data in shape files. The approximate Network line length for the 33KV Feeders is 1,000 KM.

S. No.	Description	EMD Amount (Rs.)	Tender Fee (Rs.)
1	GIS field survey work for 33kv (HT) Feeder Assets	60,000/-	10,000/-



	(Network & Poles) of TSECL and digitization of collected data in shape files.		
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Detailed scope of work is described under subsequent section and the subsections. It is recommended for interested bidders to carry out pre-bid site-visit to have a detailed understanding of the existing system and requirements, subject to meeting qualification criteria as laid out in the document.

**4.0 The detailed Qualifying Requirements (QR) is given in the Bidding Documents (BDs). Earnest Money Deposit amounting to 2% (Two Percent) of the estimated cost put to tender.**

The EMD amount shall be refunded to all the bidders including (selected) bidder in their respective Bank account, after the Award of Contract (AoC) event is completed in the Tripura e-Procurement Portal, on receipt of Performance Bank Guarantee from the selected Bidder.

No interest will be paid to the bidders on EMD submitted.

EMD of the bidder may be forfeited if in any case found to have made in false Declarations or Claims.

Bidders exempted under specific Government order / rules from submitting EMD have to furnish Scan copy of the related Governments order / rules in English language, along with the tender in support of their claim exemption.

Earnest Money Deposit in any other form except mention in the above section will not be accepted.

Tender submitted without any one of this EMD & Tender Fee render the tender for summarily rejection.

**5.0 Submission of original copies of documents of Tender:**

The bidder shall have to upload all Forms/Amendments/Formats/Annexure with supporting documents/certificates, Technical Data Sheet/GTPs and drawings, Financial, Tax related document, machinery & manpower details specified in the Bid Document etc.) **All documents along with** scan copy of tender fee and EMD has also to be uploaded in website (<http://tripuratenders.gov.in>.)

**6.0 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 (Rs. One Hundred only).**

**7.0 Contract Performance Guarantee**

- On award work the successful bidder shall have to adopt a Contract Performance Guarantee (CPG) equivalent to 3% of the LOA value in the shape of Demand Draft/Fixed Deposit in favor 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 plus a grace period against the item (CPG is to be extended further subject to actual delivery period).
- Extension of Bank Guarantee for performance of the contract shall be extended as and when asked by the Engineer in charge to keep the currency of the contract alive. In the event of failure of the part on the agency to extend the Bank Guarantee before the expiry of the bank guarantee submitted, the same shall be encashed without showing the reason thereof.



**8.0** The acceptance of Price Bid/Financial Bid shall be subjected to acceptance of Tender Fee

**9.0** 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.

**10.0 Download 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.**

**11.0** The resourceful/experienced Service Provider who had done similar kind of jobs earlier can only participate in this tender. However, the intending bidder has to quote all items as per BoQ, part quoting rate will not be entertained and will be rejected.

**12.0 Submission of Bids:**

Bids are to be submitted 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.

**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. Certificate of Incorporation of the Organization as under Companies Act, 1956.
2.	NIT Documents	I. Corrigendum, if published
3.	Tax related document	I. PAN Card II. GST Registration certificate.
4.	Financial details	I. Audited Balance Sheets and Profit Loss for last three financial years with auditor's certificate regarding annual turnover from contracting business in each year.
5.	Misc. document	I. Any other documents found necessary (Such as Proof for authorized Signatory: Letter from Company Secretary providing due authorization to the signatory, Manufacturers Authorization Form/ Certificate (MAF))

**Statutory Documents:**

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

Scanned copy of Tender Fee and EMD (Proof of Payment) in single PDF.

**Note-1:** 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-2:** Bidders are requested to scan the necessary documents/certificates in **100 dpi** resolution into PDF.

**Note-3:** In any case if any document uploaded by the Bidders is/are not visible or cannot be opened for which tendering authority will not be responsible.

**Note-4:** Bidders shall have to produce original document as and when asked by the TSECL authority, for verification and authentication of submitted documents

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

Documents to be submitted in the Financial Bid are:

BOQ (Bill of quantity)/ Price schedule as specified in Section 9 of the RFP.

**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).

**13.0 BOQ (Price Schedule) TAMPERING:** The provided BoQ (Price Schedule) in the Tender is meant for downloading in the Bidder's client machine, for entering the relevant fields meant for rates & bidder's particulars and finally uploading in the Financial Bid. The BOQ Excel 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.





**14.0** Bidders are allowed to bid 24\*7 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.

**15.0** Bidders are supposed to submit a hard copy of the bids along with all the necessary forms and documents uploaded in a spiral binding format to the issuing authority at TSECL. Mode of submission can be via courier or in-person.

**16.0 Disclaimer**

The information contained in this Tender document or subsequently provided to Bidders, whether in documentary or any other form by or on behalf of the Tripura State Electricity Corporation Ltd. (herein after referred to as “TSECL”) or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this Tender and other terms and conditions if provided.

This Tender is not an agreement and is neither an offer nor invitation by TSECL to the prospective Bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by TSECL in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for TSECL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct.

Information provided in this Tender document to the Bidders is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. TSECL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

TSECL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Selection Process.

TSECL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Tender.

TSECL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender.

The issue of this Tender document does not imply that TSECL is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the work described herein and TSECL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by TSECL or any





other costs incurred in connection with or relating to its Proposal (Bid). All such costs and expenses will remain with the Bidder and TSECL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal (Bid) regardless of the conduct or outcome of the Selection Process.

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

**Deputy General Manager (MMD)**  
**Bidyut Bhawan, Corporate Office**  
**TSECL, Agartala, West Tripura**



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## 1. Introduction

Geographic Information System solution consists of capturing, storing, checking, integrating, manipulating, analyzing and displaying geodata related to positions on the Earth's surface and data related to attributes of the entities/Customers in a utility. This is achieved through GIS mapping to pre-defined scale, generation of intelligent electrical network maps and super imposing them on the land base GIS maps.

Asset management system is essential for gearing of Electric Distribution utilities to maintain the system in a dynamic mode to meet the day-to-day imperative changes.

This specification includes proposed solution/methodology of providing a GIS based survey & mapping of 33KV feeder assets and related information.

The work shall involve mobile app-based survey (Sub-meter accuracy) for finding Latitude-Longitude of utility's network entities and land base features, Base map preparation, entity data collection and geo-coding. The collected information can be plotted, and network can be established for faster analysis & decision making. This would also facilitate development of digital map of network by importing survey data into GIS application package.

This shall enable creation of GIS base application geo-database, which shall provide interfaces to the business process applications presently operational in the UTILITY and to future business applications planned to be implemented by TSECL.

The feeder data as available with the UTILITY records is indicative and for tendering purpose. This would also be used during survey for matching/verification purposes while picking up data from the field. It shall be the contractor's responsibility to ensure that each and every 33KV feeder assets (Network & Poles) to be surveyed. UTILITY shall issue necessary authorization letter / identity cards (details of the methodology to be finalized by the successful bidder in consultation with the owner) to the authorized personnel of the contractor for conducting the survey.

TSECL understands the importance of GIS as a Foundational Technology that shall play a key role in achieving the committed targets and moreover bring business excellence and consumer delight as has been proven in other Power distribution utilities.

### **About Tripura State Electricity Corporation Limited (TSECL)**

The Power Supply industry in Tripura was under the control of the Department of Power, Government of Tripura till 31st December 2004. The Department of Power, Government of Tripura, was entrusted with Generation, Transmission, and Distribution including Rural Electrification since inception. The Department of Power had remained a beneficiary constituent of North Eastern Regional Electricity Board. Tripura State Electricity Corporation Limited had started functioning w.e.f. 1st January 2005. Subsequently TSECL has taken over the entire existing network along with asset of erstwhile Department of Power for operating and maintaining the power supply industry in the State of Tripura. The main functions of TSECL are generation, transmission and distribution so as to ensure quality power supply to its consumers at affordable rates for the entire state of Tripura. TSECL has taken initiative for electrification of all villages and towns in the state and is also progressing towards electrification of all households. The area of operation under TSECL includes all the districts in Tripura. The total area covered is around 10491.69 square kilometers and the population of area covered by TSECL is 36.71 Lakhs approx. TSECL caters to a total of more than 8.18 Lakhs (approx.)



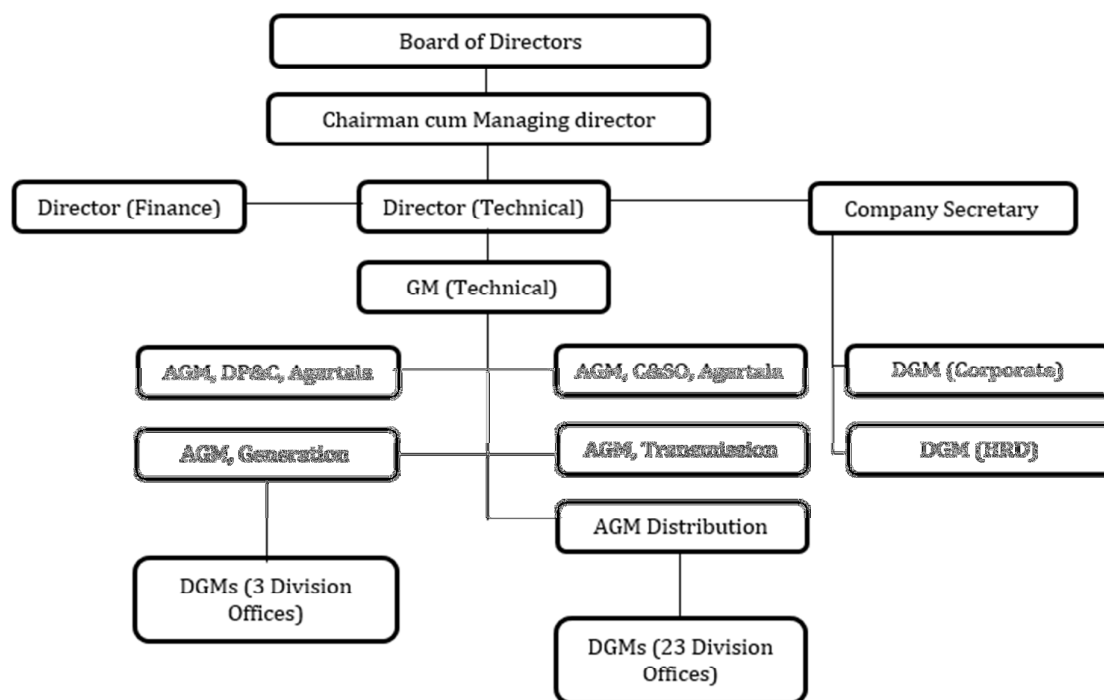
consumers. Recently a generation company in the name of “Tripura Power Generation Limited” (TPGL) has been constituted and all assets relating to Generation projects owned by TSECL is being transferred to TPGL. However, TPGL has not started complete independent operations till date and most of the central the functions of generations are looked after by TSECL.

### Functions of Tripura State Electricity Corporation Limited (TSECL)

The main business functions of TSECL can be classified as:

1. Managing revenue, financing arrangements, preparation of cashbooks, financial approvals and budgeting apart from employee related payables like salary, advances, pension, gratuity, insurance and other allowances.
2. All employee related activities such as recruitment, training & development, performance appraisal (Annual Confidential Reports), promotions, higher pay scale, disciplinary cases, transfers and retirement.
3. Regulatory activities like filing of tariff and true-up petitions, attending hearings, responding to queries
4. Project planning, feasibility study, load flow studies, energy audit, system strengthening and augmentation activities
5. Execution and monitoring various turnkey projects, activities related civil construction
6. Procurement of material and services
7. Inventory management activities such as inspection, receipt and issue of materials.

### Organization Structure of Tripura State Electricity Corporation Limited (TSECL)



A separate entity called Tripura Power Generation Limited was constituted to look after the generation business. The transmission and distribution businesses are looked after by TSECL itself. The detailed list of business location of TSECL are provided below:

Business	Number of offices of TSECL
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Electric Division (Generation)	3
Electric Division (Transmission)	4
<b>Distribution</b>	
Electric Circle	9
Electric Division	23
Electric Sub-division	79
<b>Network Line Length of 33 KV Feeder</b>	<b>1,000 KM (Approximately)</b>

## 2. Instruction to Bidder (ITB)

### 1.0 GENERAL

#### 1.1. General Instructions

Bidders are to satisfy themselves by actual site visit for the assessment of the opportunity with regard to the prevailing business processes, IT infrastructure, conditions of work, requirements of purchaser etc. before submission of bid. No claim on this account will be entertained at any stage. The owner will not reimburse any expense for such visit.

#### 1.2. Eligible Bidders

The bidder must be firm/ company/ partnership firm registered in India under the Indian Companies Act, 1956/2013 under Ministry of Corporate Affairs, Govt. of India.

The Bidder will have to provide written consent of the original OEM to associate with the lead bidder for this particular opportunity/RfP.

The Bidder in order to be eligible to participate in the tendering process, must meet all the mandatory requirements as per the parameters defined in Section 7: Evaluation Details.

#### 1.3. Lack of information to bidder

The bidder shall be deemed to have carefully examined the Bid document to his entire satisfaction. Any lack of information shall not relieve the bidder of his responsibility to fulfill his obligation under the bid. If bidder has any queries relating to the bid document, then he can send the queries before the Pre Bid Meeting.

#### 1.4. Eligible Goods and Related Services

For purposes of this Clause, the term “Goods” means all software including any database, application, middleware and any other related software and licenses that the Bidder is required to supply to the Purchaser under the Contract; and “Related services” means GIS survey and data digitization with other related/ancillary services that may be required to execute this Contract.

In case Bidder does not manufacture or produce the Goods it offers to supply, it shall submit the Original Equipment Manufacturer’s Authorization Certificate to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods.

### 2.0 CONFLICT OF INTEREST



- 2.1. The Service provider and any other entity affiliated with them, who were associated with the preparation of this Tender document shall not participate in any manner in the bid.
- 2.2. The bidder must submit a certificate of “No Conflict of Interest” through authorized signatory, confirming that there would be no conflict of interest with TSECL. Bids of any Bidder may be rejected if a conflict of interest between the bidder and TSECL is detected at any stage.

### **3.0 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.

### **4.0 THE BIDDING DOCUMENT**

#### **4.1. 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:- Introduction
- b. Section – II:- Instructions to Bidder
- c. Section – III:- Bid Data Sheet
- d. Section – IV:- General Conditions of Contract (GCC)
- e. Section – V:- Special Conditions of Contract (SCC)
- f. Section – VI:- Scope of Work
- g. Section – VII:- Evaluation Details
- h. Section – VIII:- Evaluation Process
- i. Section – IX:- Mandatory Forms
- j. Section – X:- Bidding Forms
- k. Section – XI:- Contract Forms
- m. Section – XII:- Bid Check List

#### **4.2. 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.



## 5.0 CLARIFICATIONS ON BIDDING DOCUMENTS

- 5.1. 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.
- 5.2. 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.

## 6.0 CORRIGENDUM/AMENDMENT TO BIDDING DOCUMENTS

- 6.1. 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).
- 6.2. 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.
- 6.3. 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.
- 6.4. 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.

## 7.0 PREPARATION OF BIDS

### 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.

## 8.0 LOCAL CONDITIONS

- 8.1. 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.**
- 8.2. 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.

## 9.0 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):**

- 9.1. 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.
- 9.2. Containing Documentary Evidence of the Bidder in fulfilling the qualifying requirements as indicated hereunder in brief and in detail in Clause 7.2 of Section 7 (Evaluation Details) of the NIT / Bid Document.
- 9.3. Containing Bidder's Technical Proposal as per technical specification of Section-7 Evaluation Details along with his Commercial Terms, Payment Terms in conformity with the Form No, 10 'Price Bid' of the Section 8 Bidding Forms of this bidding document.

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

- 9.4. Only the bidders who have met the pre-qualification 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)** i.e. 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 dpi 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**.

## 10.0 SCOPE OF THE PROPOSAL

- 10.1 The scope of the proposal shall cover all the items specified under **Section 6: Scope of Work**.

- 10.2 Bids containing deviations from provisions relating to the following clauses shall be considered as '**non-responsive**':

- a) Price Basis and Payments & Price Adjustment
- b) Bid Guarantee
- c) Contract Performance Guarantee
- d) Liquidated Damages: General Condition of Contract
- e) Payment

The determination of a Bid's responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.



10.3 Bids not **covering the entire Scope of Work** as mentioned above and in detail in Section 6: Scope of Work shall be treated as incomplete and hence rejected.

#### **11.0 BID PRICE**

The Bidder shall quote unit rates in the downloaded BOQ XLS file and upload the same in Financial Part of the Tender.

#### **12.0 ALTERNATE PROPOSALS**

Bidder shall submit offers that comply with the requirements of the bidding documents, **including** the basic technical design as indicated in the specifications. Alternatives will not be considered.

#### **13.0 PRICE BASIS AND PAYMENTS**

13.1 The bidders shall quote in their proposal price for the entire Scope of Supply covered under the Technical Specification as required in the Clause 9.13 Price Bid of the Section 9 Bidding Forms this Bid Document.

13.2 Bidder shall indicate Bid prices in Indian Rupees only.

#### **14.0 TAXES AND DUTIES**

14.1. Prices shall be quoted in the 'BOQ/Price Bid' for the services to be provided as per scope of work described in Section 6 of the bid document, with applicable GST. Quoted prices shall be firm and inclusive of all applicable tax and duties.

14.2. Goods and Services Tax (GST) as applicable on twenty-eight (28) days prior to deadline for submission of bids shall be mentioned in the BoQ of Price Bid. In case the bidder fails to submit GST rates against any items, the applicable statutory rate shall be assumed to be included in the total price quoted and no escalation of cost due to errors in quoting of cost on account of GST shall be permitted.

14.3. Applicable GST shall be reimbursed by TSECL on submission of actual documentary proof based on tax invoices raised by the contractor.

14.4. Statutory variation in Taxes & duties after twenty-eight (28) days prior to deadline for submission of bids and during the scheduled completion period will be adjusted / reimbursed against production of documentary evidence.

14.5. Income Tax as admissible will be deducted at source for which necessary TDS certificate will be issued".

14.6. Bidder shall be reimbursed for payment of any statutory duty/tax/levy including interest and/or new taxes or an increase in the rates of existing taxes or any other sum, if any payable in respect of any sales tax and/or state or central levy.

#### **15.0 Time Schedule & Payment Schedule**

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

15.2. The entire work to be completed within 2 Months period of time.

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

15.4. The key activities of the complete project are given below. This is the indicative list where successful bidder has to fill the column "time taken by them for completing of each activity.



- 15.5. Time schedule shall be submitted in technical bid. Successful bidder can provide the detailed time schedule separately.
- 15.6. Compliance of the project shall be monitored through this time schedule and all payment; penalty shall be linked to the same.
- 15.7. Date of 1st activity of overall project shall be started from the date of placement of LOI/work order.

#### **16.0 CONTRACT QUALITY ASSURANCE**

- 16.1. 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.
- 16.2. At the time of award of Contract, the detailed quality assurance programme to be followed for the execution of the contract shall be mutually discussed and agreed to and such agreed programme shall form part of the contract.

#### **17.0 BRAND NAMES / NAMING CONVENTIONS**

- 17.1. The specific reference in these specifications and documents to any material/equipment, module name, implementation phase by brand name, make or catalogue number shall be construed as establishing standards of quality and performance and not as limiting competition.
- 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/ EARNEST MONEY DEPOSIT (EMD)**

- 18.1. The Bidder shall furnish, as part of its Bid, earnest money for an amount as specified in the Notice Inviting Tender (NIT).
- 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 19.7.
- 18.3. The earnest money shall be deposited in Indian rupees only.
- 18.4. Any bid not secured in accordance with para 19.1 and 19.3 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 EMD of the successful bidder will be returned after submission of performance bank guarantee. Note: EMD will be submitted through net banking via e-tender portal and bank guarantee will be submitted in legal document.
- 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; 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 180 days 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 – 3 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.

## **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> II. Certificate of Incorporation of the Organization as under Companies Act, 1956.
2.	NIT Documents	II. Corrigendum, if published
3.	Tax related document	III. PAN Card IV. GST Registration certificate.
4.	Financial details	II. Audited Balance Sheets and Profit Loss for last three financial years with auditor's certificate regarding annual turnover from contracting business in each year.
5.	Misc. document	II. Any other documents found necessary (Such as Proof for authorized Signatory: Letter from Company Secretary providing due authorization to the signatory, Manufacturers Authorization Form/ Certificate (MAF))

**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 (Proof of Payment) in single PDF.

**Note-1:** 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-2:** Bidders are requested to scan the necessary documents/certificates in **100 dpi** resolution into PDF.

**Note-3:** In any case if any document uploaded by the Bidders is/are not visible or cannot be opened for which tendering authority will not be responsible.

**Note-4:** Bidders shall have to produce original document as and when asked by the TSECL authority, for verification and authentication of submitted documents.

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

BOQ.

Documents to be submitted in the Financial Bid are:

BOQ (Bill of quantity)/ Price schedule as specified in Section 9 of the RFP.

**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 Deputy General Manager (MMD),  
Corporate Office, Bidyut Bhavan,  
Tripura State Electricity Corporation Limited,  
Banamalipur, Agartala-799001, Tripura (West).  
e-mail: das\_kanaklal@rediffmail.com  
Ph. 9436471375,  
Fax: 0381 2326613/ 0381 2319427;**

## **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 proof of payment against related Tender Fee and EMD in a sealed envelope depicting NIT No. and the Bidders Name & Address at "O/O Deputy General Manager (MMD), Tripura State Electricity Corporation Limited, Corporate Office, Bidyut Bhavan, Agartala, Tripura (West). Pin: 799001" on or before 03/11/2022 at 11:00 am





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

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 before tender closing.

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

24.3. A Bidder shall not withdraw, substitute, or modify its Bid after due date of bid submission.

### **25.0 OPENING OF BIDS BY TSECL**

25.1. 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.

25.2. 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.

25.3. 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 representatives 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.

25.4. 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.

25.5. 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.

25.6. 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.

25.7. 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.





25.8. 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).

25.9. The Price Bid /Financial Bid of the Unqualified Bidders will not be opened.

## **26.0 CLARIFICATION OF BIDS**

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.

## **27.0 PRELIMINARY EXAMINATION**

27.1. 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.

27.2. 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 L1 selection criteria.

27.3. 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 goods & services 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.

27.4. 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.

27.5. 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.

## **28.0 COMPARISON OF BIDS**

Total price bid will be all-inclusive of taxes, duties and levies. The Bid having the lowest quote termed as L1 and will be awarded the contract.

## **29.0 AWARD CRITERIA**

The technical Bids along with all the supporting documents shall be submitted in separate folder. Department will review the technical bids of the tenderers to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at department's discretion. The bidder's technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework. Further all technically qualified bidders will be considered for Final evaluation through L1 process.



### **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.

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

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.

### **32.0 NOTIFICATION OF AWARD**

- 32.1. 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 FAX or email, to be confirmed in writing by registered letter, that his Bid has been accepted.
- 32.2. The Notification of Award / Letter of Award shall constitute the formation of the Contract.
- 32.3. Upon the successful Bidder's furnishing of Contract Performance Guarantee pursuant to Clause 34 of Section – 2. TSECL shall promptly notify each unsuccessful Bidder and will discharge its bid guarantee, pursuant to Clause 19 (Section – 2).

### **33.0 SIGNING OF CONTRACT**

- 33.1. 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.
- 33.2. Within 7(seven) 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.

### **34.0 CONTRACT PERFORMANCE GUARANTEE**

- 34.1. On award of work the successful bidder shall have to deposit a contract performance guarantee (CPG), within 15 days of award of work, equivalent to 3% of the LOA value in the shape of Demand Draft in favor 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 2 (two) months plus a grace period of 6 (six) months (CPG is to be extended further subject to actual delivery period).

The Bank Guarantee should be executed in line with enclosed Proforma (Section 11. Contract Forms)) and on non-judicial stamp paper of Rs.100/=. **The CPG will be forfeited in case of non-compliance of order or failure to complete the order.**



**Order will 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 contract performance guarantee submitted in the shape of Bank guarantee shall be valid up to guarantee period.

34.2. 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.

34.3. The Contract Performance Guarantee is intended to secure the performance of the entire contract.

34.4. 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 up to the Guarantee period. The Bank Guarantee such deposited shall be discharged after expiry of Guarantee period.

34.5. **The contract performance Guarantee shall be forfeited: -**

- a) **If the supplier fails to start the supply of Licensee and implementation work 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/ Nodal officer of the work stating the reasons for such suspension of supply.**
- c) **If the supplier left / suspends the work of supply for reasons which are not acceptable to TSECL.**

### **35.0 CORRUPT OR FRAUDULENT PRACTICES**

35.1. 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 an 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.



### 3. Bid Data Sheet (BDS)

Clause	Description
ITB 1.0	<b>The Purchaser is:</b>  Tripura State Electricity Corporation Limited  Bidyut Bhawan, Banamalipur, Agartala-799001, Tripura.
ITB 1.1	GIS field survey work for 33kv (HT) Feeder Assets (Network & Poles) of TSECL and digitization of collected data in shape files. Notice Inviting Tender Number: DGM (MMD)/ Dated
ITB 1.2	Consortium/Joint Venture are <b>not</b> allowed to participate in the bidding process.
ITB 1.4	Bidder must produce a letter of authorization from the Original Equipment Manufacturer ( <b>OEM Authorization Certificate</b> ) in case it is a cots product.
ITB 4.0	<b>For Clarification purpose only, the Purchaser's address is:</b>  Deputy General Manager (MMD) Tripura State Electricity Corporation Limited Bidyut Bhawan, Banamalipur, Agartala-799001, Tripura. Email id: dgm.mmdagartala@tsecl.in
ITB 4.0	<b>Pre-bid Meeting schedule:</b>  Time:  Date:  Venue: TSECL Conference Hall  Bidyut Bhawan, Banamalipur, Agartala-799001, Tripura. <b>Tel:</b> 9436471375, <b>Fax:</b> 0381 2326613/ 0381 2319427; <b>E-mail:</b> dgm.mmdagartala@tsecl.in Note:  <ol style="list-style-type: none"><li>1. All queries/suggestions related to the bid document need to be submitted using the format given in Section 10: Bidding Forms 7 days before the pre-bid meeting is scheduled.</li><li>2. Bidders need to send all queries / suggestions through email (PDF and MS Excel) at e-mail: dgm.mmdagartala@tsecl.in</li></ol>



Clause	Description
ITB 5.0	The corrigendum(s)/ amendment(s) will be published in the e-Tender portal at <a href="http://www.tripuratenders.gov.in">http://www.tripuratenders.gov.in</a> . Registered Bidders shall be notified of the related corrigendum(s)/ amendment(s) by e-mail. However, TSECL shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise
ITB 6.1	Language of this bid is English.
ITB 3.0	Cost of Tender Document INR 10,000/-
ITB 12.2	The bid currency is INR (Indian Rupee)
ITB 18.0	EMD: INR 60,000/-
ITB 19.0	<b>Bid Validity:</b> 180 Days
ITB 21.0	<b>Proof for authorized signatory shall be any of the following documents:</b>  Board Resolution clearly stating that the signatory is authorized to sign and submit the proposal for the RFP.  OR  Letter from Company Secretary providing due authorization to the signatory
ITB 23.0	<b>Deadline for online bid submission:</b>  Time:  Date:
ITB 26.0	<b>Timeline for Technical bid Opening:</b>  Time:  Date:  Venue: O/o DGM (MMD), TSECL Bidyut Bhawan, Banamalipur, Agartala- 799001, Tripura
ITB 26.0	<b>Date of Price Bid Opening:</b>  Date and time of price bid opening will be communicated to the technically qualified bidders separately.
ITB 29.0	1. The price bid will be opened for those bidders who have met the pre-qualification criteria and eligibility as specified in this bid document.  2. The technical Bids along with all the supporting documents shall be submitted in separate folder. Department will review the technical bids of the tenderer to determine whether the technical bids are substantially



Clause	Description
	responsive. Bids that are not substantially responsive are liable to be disqualified at department's discretion. The bidder's technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework. The Final selection shall be based on L1 basis.
<b>ITB 36.1</b>	The Contract Performance Guarantee (CPG) shall remain valid for entire contract duration with grace period of 6 months i.e 8 (eight) months.





## **4. General Conditions of Contract (GCC)**

### **1.0 Definitions**

- 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' or 'Purchaser' shall mean TRIPURA STATE ELECTRICITY CORPORATION LIMITED (TSECL) and shall include their legal representatives, successors and assigns.
- 1.3. 'Contractor' or 'Supplier' or 'Implementation Partner' 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. "GIS" means Geographic Information System as per the requirements of RFP,
- 1.6. 'Works' shall mean and include Surveying of 33 KV HT network assets & Poles of TSECL as per the Specifications of Bid Documents and as defined in the Contract/ Bid Document.
- 1.7. 'Specifications' shall mean the Specifications and Bidding Documents forming a part of the Contract and such other schedules as may be mutually agreed upon.
- 1.8. 'Site' shall mean and include the offices under TSECL where the services are required to be provided.
- 1.9. 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.
- 1.10. '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.
- 1.11. '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.
- 1.12. '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.
- 1.13. 'Date of Contract' shall mean the date on which Notification of Award of Contract/Letter of Award/Telex of Award has been issued.
- 1.14. 'Month' shall mean the calendar month. 'Day or 'Days', unless herein otherwise expressly defined, shall mean calendar day or days of 24 hours each.
- 1.15. A 'Week' shall mean continuous period of seven (7) days.
- 1.16. "Writing" shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.17. 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.
- 1.18. "Testing during Implementation"/ "Test on Completion" shall mean such tests as prescribed in the Contract/ Bid Document to be performed by the Contractor before the work is Taken Over by TSECL.
  - 1.19. "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.
  - 1.20. '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.
  - 1.21. 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.
  - 1.22. "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 up to and including rated capacity. Such declaration by TSECL, however, shall not relieve or prejudice the Contractor of any of his obligations under the Contract.
  - 1.23. '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.
  - 1.24. '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.
  - 1.25. Words imparting 'Person' shall include firms, companies, corporation and association or bodies of individuals.
  - 1.26. 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.
  - 1.27. 'Stabilization Period' means successful running of full systems for a period of at least three months from final Go-live declaration by TSECL at all its offices.
  - 1.28. 'Go-live' means the stage where all the GIS target functions are made available in production system with the data for 5 sub-divisions authorized users.
  - 1.29. 'OEM' means Original Equipment Manufacturer of the GIS/software/database/product as per standard practice who are providing such software to the Owner under the scope of this tender/contract.
  - 1.30. 'Bill of Quantity (BoQ)/ Price Schedule' means the rate quoting sheet that must be duly filled by the bidder carefully. It mentions the list of supplies along with the quoted price for each supply and total cost.
  - 1.31. 'Contract Period/Timeline' is the time period for the engagement of Implementation Partner from the date of signing of the Agreement during which the IP is bound by the obligations of this contract.



- 1.32. 'Representative' means any person nominated by the Implementation Partner and named as such in the contract agreement and approved by TSECL to perform the duties delegated by TSECL.
- 1.33. 'Scheduled bank' means those banks in India which have been included in the Second Schedule of Reserve Bank of India (RBI) Act, 1934.
- 1.34. 'Offices' shall mean the Corporate Office, divisional offices, sub-division offices or any other office under TSECL.
- 1.35. 'Third Party' means any person, firm, company, organization, other than owner
- 1.36. 'Letter of Authorization' means the license provided by the OEM vendor to the bidder authorizing the use of its products in case of COTS product.
- 1.37. 'Warranty Period' means the period of validity of the warranties given by the Bidder commencing the date of Stabilization Acceptance, during which the Contractor is responsible for defects with respect to the System
- 1.38. In addition to the above the following definitions shall also apply.
  - a. 'All software and licenses' to be supplied shall also mean 'Goods'.
  - b. '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

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

1. Invitation of Bid including letter forwarding the Bidding Documents, Instructions to Bidders, General Terms and Conditions of Contract and all other documents included under the Special Conditions of Contract and various other sections.
2. Specifications of the equipment to be furnished under the Contract as brought out in the accompanying Technical Specification.
3. 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.
4. 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.
5. 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

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.
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.
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.
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.

## 9.0 Assistance

The TSECL will ensure, through its Project Co-Ordinator, transfer of information, specification of mutually agreed change-requirements (Change Requests), meetings with relevant users and other personnel.

## 10.0 Methodology, Tools and Techniques

Bidder will use the methodology, tools and techniques as stated in the accompanying Technical Proposal. Any change in these, if desired by the TSECL will need to be communicated to Bidder in writing with a reasonable notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility and cost.

## 11.0 Deliverables

The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.

## 12.0 Acceptance of Deliverables

TSECL will carry out acceptance of deliverables as per the schedule presented in the accompanying Technical Proposal.

The application software (if any) will be delivered/installed for acceptance to TSECL as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of TSECL. TSECL will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by TSECL. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by TSECL, will be notified to Bidder in writing within two (2) weeks of delivery. Bidder will correct the defects and subsequently TSECL will confirm acceptance in writing to Bidder. The TSECL shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables



substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables.

Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure described herein. Items reported through the Change Management Procedure will be dealt with separately.

### **13.0 Change Management Procedure**

A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the TSECL to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to the TSECL for its approval within a reasonable time period. Bidder will incorporate the change after receiving the TSECL's written approval.

### **14.0 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**.

### **15.0 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.

### **16.0 Time – The essence of Contract**

- 16.1. 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.
- 16.2. The entire work as per the scope of work to be completed within 2 Months of time period.
- 16.3. The Contractor/supplier shall submit a detailed BAR CHART / PERT NETWORK consisting of adequate number of activities covering various key phases of the Work as mentioned in Section 6 Scope of Work 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.

- 16.4. 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.
- 16.5. 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/ Work Plan in line with the agreed Contract Bar Chart. Such manufacturing programme/ Work Plan shall be reviewed, updated and submitted to the owner's Engineer in charge of the work once in every month thereafter.
- 16.6. The above Bar Charts/manufacturing programme/ Work Plan shall be compatible with TSECL computer environment and furnished to TSECL on such media as may be desired by TSECL.

#### **17.0 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.

#### **18.0 Extension of Time**

- 18.1. The TSECL may consider to grant extension of time for the completion of the work if it is felt absolutely essential on fulfillment of following conditions by the contractors and on reasons which would be beyond the control of the bidder: -
  - a. The supplier/contractor must apply to the Engineer-in-charge in writing for extension of time in writing so required justifying the necessity.
  - b. Such application must state the grounds which hindered the supply/contractor in the execution of the work within the time as stipulated in the contract document/ agreement.
  - c. Such application must be made within 30 days of the date on which such hindrance had arisen.
  - d. The Engineer-in-charge must be of the opinion that the grounds shown for the extension of time are reasonable and without extension of such time completion of the work is practically impossible.
- 18.2. 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.
- 18.3. 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.

#### **19.0 Liquidated Damages**

In case the materials are not delivered within the time stipulated in the order or delay in achieving the milestones defined under Section 6 Scope of Work and in Clause 15 Time Schedule under Section 2 or in case of un-performed services, the supplier shall have 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 month 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

## **20.0 Taxes, Permits & Licenses**

The Supplier/Contractor shall 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.

## **21.0 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.

## **22.0 Limitation of Liabilities**

Notwithstanding anything contained in this agreement, no party will be liable for any special, incidental or consequential damages arising out of or in connection with this agreement or any breach hereof (including for loss of data or profits, or cost of cover), whether or not such party has been advised of the possibility of such damages, and whether under a theory of contract, tort (including negligence) or otherwise; except for liabilities arising out of any violation, misappropriation or infringement of a party's intellectual property rights, or from a breach by either party of its obligation. In no event will either party's aggregate liability arising out of or in connection with this agreement or any breach hereof (whether under a theory of contract, tort (including negligence), warranty or otherwise) exceed the Contract Price entered into the Contract between TSECL and Bidder.

## **23.0 Change of Quantity**

23.1. 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  $\pm 25\%$  of the contract value.**

23.2. 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 33.0 below. In case, the unit rates are not available for the change in quantity, the same shall be subjected to mutual agreement.

## **24.0 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.

## **25.0 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.

#### **26.0 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."

#### **27.0 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.**

#### **28.0 Payment**

1. For tenderer(s) payment will be made through RTGS within 60 (sixty days) of submission of invoice in complete shape along with required documents / certificates.
2. Payment will be made in accordance with Payment Schedule in Section 5 Special Condition of Contract.
3. Any terms of advance payments i.e. payments against dispatch documents/Bank documents will not be acceptable.
4. In no circumstances, claim of interest on payment shall be entertained.

##### **28.1. Payment Terms**

- i. 50% payment shall be done after completion of the field survey work. Remaining 50% shall be done after completion of the digitization work and successful completion of entire project along with the data upload to the PM Gati Shakti Portal.
- ii. Deployment plan will be shared with successful bidder post kick off meeting.
- iii. The bidder shall submit the RTGS details (i.e. IFSC code, Bank Account No., Name & Branch of Bank) along with PAN/TIN & GST number details in the 1st running bill and also submit the proof of GST registration to TSECL.
- iv. All payment shall be made subject to deduction of TDS as per the Income tax act and/or any other statutory provisions

##### **28.2. Currency of Payment**

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

##### **28.3. 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.

#### **29.0 Mode of Payment**

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



### 30.0 General Indemnity

The TSECL will, during the period of the coverage of this assignment, indemnify and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the equipment or location of the TSECL by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages.

### 31.0 Intellectual Property Rights

All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any Bidder proprietary products or components thereof any development carried out by Bidder thereto in the course of providing services hereunder, including customization, enhancement, interface development etc. shall remain the exclusive property of Bidder and the TSECL shall not acquire any right title or interest of any nature therein except to the extent provided herein.

Bidder 's Proprietary Software and Pre-Existing IP:- TSECL acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Bidder 's proprietary software or tools. If Supplier and TSECL mutually agree that the Bidder provides to TSECL any proprietary software or tools of Bidder or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Bidder or of a third party. Further, TSECL acknowledges that in performing Services under this Agreement Bidder may use Bidder 's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Bidder prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Bidder Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, Supplier shall continue to retain all the ownership, the rights title and interests to all Bidder Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Bidder from using Supplier Pre-Existing IP in any manner. To the extent that any Bidder Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Supplier hereby grants to TSECL a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Bidder Pre-Existing IP in connection with the deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize TSECL to (a) separate Bidder Pre-Existing IP from the deliverable in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sublicense, assign or in any other way convey, transfer or alienate the Bidder Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Supplier in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder Pre-Existing IP.



### **32.0 Indemnity for infringement of intellectual property rights**

Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Bidder's compliance with Purchaser's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Purchaser of the same); (ii) inclusion in a Deliverable of any content or other materials provided by Purchaser and the infringement relates to or arises from such Purchaser materials or provided material; (iii) modification of a Deliverable after delivery by Bidder to Purchaser if such modification was not made by or on behalf of the Bidder; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documentation provided under the applicable Statement of Work by the Bidder ; or (v) use of a superseded release of some or all of the Deliverables or Purchaser's failure to use any modification of the Deliverable furnished under this Agreement including, but not limited to, corrections, fixes, or enhancements made available by the Bidder .

In the event that Purchaser is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Purchaser under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option: (i) procure for Purchaser the right to continue using such Deliverable; (ii) modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Purchaser the fees effectively paid for that Deliverable by the Purchaser subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the entire liability of the Bidder and the exclusive remedy of the Purchaser in matters related to infringement of third party intellectual property rights.

Purchaser shall not be entitled to seek any indemnification from the bidder unless Purchaser provides the bidder with (i) prompt written notice of any claim, demand or action for which Purchaser is seeking or may seek indemnification hereunder and gives the bidder the right to have sole control over the defense and settlement negotiations; (ii) does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim; (iii) reasonably cooperate with the bidder in assisting the defense of the claim and in the negotiations or settlements of any such claim, demand or action by providing all assistance and information to perform the above obligations; and (iv) allow the bidder, at its own expense, exclusively defend such litigation, negotiations and settlements with counsel of its own choosing.

TSECL warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.



### 33.0 Residuary Rights

Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity, the Supplier shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables being provided hereunder for the Client, for any other customer of the Supplier (including without limitation any affiliate, competitor or potential competitor of the TSECL). Nothing contained in this Clause shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party

Similarly, all the Intellectual Property Rights (IPR) in the third-party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third-party owners/ Bidder's licensor and TSECL shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.

### 34.0 Additional Support and Services

In case the TSECL requires any additional support in execution of its tasks in respect of the assignment, it shall be provided to them by Bidder on change request basis.

### 35.0 Confidentiality

Both parties agree that they may, in the course of their business relationship with the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respective clients. Both parties undertake, to hold all such information in strictest confidence and not to disclose such information to third parties nor to use such information for any purpose whatsoever save as may be strictly necessary for the performance of the assignment as mentioned in this proposal. The term "Confidential Information" as used herein means any information or documents disclosed by one party to the other party orally, and which is reduced to writing within a period of 3 days of the disclosure or in writing or including but not limited to any written or printed documents, samples, model, technical data/know-how, drawings, photographs, specifications, standards, manuals, reports, formulae, algorithms, processes, information, lists, trade secrets, computer programs, computer software, computer data bases, computer software documentation, quotations and price lists, research products, inventions, development, processes, engineering techniques, strategies, customers, internal procedures, employees and business opportunity and clearly identified and marked as "Confidential Information". The data contained herein shall not be disclosed, duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided that, a contract is awarded to this proposal as a result of, or in connection with the submission of this data. Both the parties shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This confidentiality restrictions shall be for the term of the resultant contract and for a period of two years thereafter. This restriction does not limit the right to use information contained in the data if it:

- a. Is obtained from another source without restriction.
- b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality,
- c. becomes generally known to the public without violation of this Proposal,



- d. is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information,
- e. is required to be provided under any law, or process of law duly executed.

**36.0 Non-employment**

The TSECL will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising here from.

**37.0 Waiver**

No forbearance, indulgence or relaxation by any Party at any time to require performance of any provision of this Proposal shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Proposal shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Proposal.

**38.0 Assignment**

Neither Party shall be entitled to assign or transfer all or any of its rights, benefits and obligations under this proposal without the prior written consent of the other Party.

**39.0 Nonexclusively**

Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.

**40.0 Independent Relationship**

This RFP is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.

**41.0 Interpretation**

In the event of a dispute between the parties, this Agreement will not be construed for or against either party but will be interpreted in a manner consistent with the intent of the parties as evidenced by the terms of this Agreement. Unless otherwise specified, "days" means calendar days.

**42.0 Publicity**

Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party.

**43.0 Entire Understanding**

This Proposal together with the Schedules, Annexure and Exhibits hereto and executed by the parties hereto constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and supercedes and cancels all previous negotiations thereof. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.



#### **44.0 Survival**

The clauses of this proposal which by their nature are intended to survive shall so survive the termination/expiry of this proposal.

#### **45.0 Demurrage, wharfage, etc.**

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

#### **46.0 Force Majeure**

Except to the extent otherwise provided herein, no liability shall result to other Party from delay in performance of from non-performance caused by circumstances beyond the control of the Party affected, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, accident, labour trouble but each of the hereto shall be diligent in attempting to remove such cause or causes. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such performance continues to be excused, terminate this Assignment without liability, by notice in writing to the other party. However, Bidder shall be entitled to receive payments for all services rendered by it under this Assignment.

Any delay or hinderance in delivery by Bidder as a result of the occurrence of any Force Majeure Event to its suppliers or subcontractors shall be deemed as a Force Majeure Event occurring to Bidder.

#### **47.0 Contractor's Default**

47.1. 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

#### **48.0 Termination of Contract**

The Agreement resulting from this proposal may be terminated:

(a) by either party by giving the other party not less than ninety (90) days written notice of termination,

(b) forthwith if either party commits any material breach of any term of this contract and which in the case of a breach capable of being remedied shall not have been remedied within thirty (30) working days of written notice to remedy the same,

(c) forthwith by either party if the other party shall convene a meeting of its creditors or if a proposal is made for a declaration as insolvent or a proposal for any other composition scheme or arrangement (or assignment for the benefit of its creditors), or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business assets of the other party or if an order is made or a resolution is passed for the purpose of the winding-up of the





other party or for the making of an administration order (otherwise than for the purpose of amalgamation or reconstruction),

(d) by either party pursuant to Force Majeure.

Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

In the event of this assignment being terminated, the TSECL shall be liable to make payments of all the amount due under this assignment for which services have been rendered by Bidder's Consultant's. Forthwith on the expiry or earlier termination of this agreement, each party shall, return to the other party all documents and materials, belonging to the other party with regard to this assignment, or shall at the option of the disclosing party destroy all documents or materials in connection with this assignment.

#### **49.0 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.

#### **50.0 Settlement of Disputes**

- 50.1. 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.
- 50.2. 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.
- 50.3. 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
- 50.4. 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.



50.5. 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

#### **51.0 Arbitration**

In the event of a dispute or difference of any nature whatsoever between Bidder and the TSECL during the course of the assignment arising as a result of this proposal, the same will be referred for arbitration to a Board of Arbitration. Such Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996. This Board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. Bidder and the TSECL will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out in Agartala.

#### **52.0 Governing law**

This proposal shall be governed by and construed in accordance with Laws of India and the parties submit to the exclusive jurisdiction of the courts in Agartala.

#### **53.0 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.

#### **54.0 Safety Rules**

54.1. The following need to be followed:

- 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 hazard's 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.

54.2. 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.

- 54.3. If the Contractor does not take all safety precautions and/or fails to comply with the Safety Rules as prescribed by the Authority 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 the affected persons 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.

#### **55.0 Conflict of Interest**

- 55.1. Bidder shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities, which would conflict with the activities assigned to them under this Contract.
- 55.2. The Purchaser considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice.
- 55.3. If Bidder is found to be involved in a conflict of interest situation with regard to the present assignment, the Purchaser may choose to terminate this contract as per Clause 51.



## 5. Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC Reference</b>	<b>Description</b>
<b>GCC 1.4</b>	Sub-contracting not allowed except on prior permission of TSECL for some specific exceptional circumstances.
<b>GCC 5.0</b>	Documents relevant for complying with various technical evaluation requirement are also to be a part of Contract Document
<b>GCC 11.0</b>	1. If the Successful Bidder fails to start the Project within the timeline mentioned in Section 15 ITB of the Bid Document, his Bid Security will be forfeited and the Purchaser will have right to cancel the LoA and negotiate with the Bidder having second highest Final Score for placing the fresh LoA or invite fresh Bids.
<b>GCC 11.2</b>	The implementation partner to submit a detailed BAR CHART / PERT NETWORK consisting of adequate number of activities covering various key phases of the Scope of Work as defined in Section 6 to the Project Manager (TSECL) within fifteen (15) days of the date of Notice of Award of Contract.
<b>GCC 13.0</b>	<p><b>Causes for Extension of Time for Completion</b></p> <p>a. The Supplier/ IP may submit application for an extension of the time for completion if he is or will be delayed in completing the Scope of Work by any of the following causes:</p> <ul style="list-style-type: none"><li>i. Additional work ordered in writing;</li><li>ii. Suspension of work ordered in writing by the Purchaser for no fault on the part of the Supplier/ IP;</li><li>iii. The delay in completion of Scope of Work caused for no fault on the part of the Supplier/ IP due to orders/ instructions issued by the Purchaser; or</li><li>iv. Force Majeure as per GCC 46.</li></ul> <p>b. The Supplier/ IP shall give notice to the Purchaser of his intention to make a claim for an extension of time within fifteen (15) calendar days of the occurrence of any of the above cause(s). The notice shall be followed as soon as possible by the claim with full supporting details.</p> <p>c. The Supplier/ IP shall demonstrate to the Purchaser's satisfaction that it has used its best endeavor to avoid or overcome such causes for delay and the Parties will mutually agree upon remedies to mitigate or overcome causes for such delays.</p> <p>d. Notwithstanding the clause above, the Supplier/ IP shall not be entitled to an extension of time for completion, unless the Supplier/ IP, at the time of such circumstances arises, has immediately notified the Purchaser in writing that it may claim such extension as caused by circumstances pursuant to above and</p>



	<p>upon request of the Purchaser, the Supplier/ IP shall substantiate that the delay is due the circumstances referred to by the Supplier/ IP. The Purchaser on receipt of such notice / appeal may agree to extend the Contract delivery date / completion period as may be reasonable and mutually agreed but without prejudice to other terms &amp; conditions of the Contract. However, there would not be any revision in the Contract Price due to delay for reasons attributable to conditions mentioned above.</p>
<b>GCC 14.0</b>	<p>a) The Service Provider will be liable to pay penalties/ liquidated damages in following, but not limited to, circumstances:</p> <p>The applicable rate for liquidated damages shall be 1% of the total price of services as quoted by the Service Provider in the price bid, for each week of delay until actual delivery or performance subject to a maximum deduction of 10% of the delayed goods/ services price.</p> <p>In such cases, Purchaser reserves right to terminate the Contract if amount of liquidated damages exceed this limit. The Purchaser will adjust such amount while making the payment to the Service Provider. However, these liquidated damages will not be levied if the reason for delay is not attributable to the Supplier/ IP/ Service Provider.</p> <p>b) Mis-declaration/ mis-representation of facts &amp; figures (if detected at any point in time during bidding process or during currency of the Contract): The Purchaser shall recover from the Supplier/ IP/ Service Provider, a sum equivalent to 10% (ten percent) of the total price for Services for each of such cases.</p> <p>The decision of TSECL Steering Committee shall be final on levy/way-off of LD/ Penalty.</p>
<b>GCC 23.0</b>	<p>The successful bidder will be required to submit a Bank Guarantee (BG) equal to 3% of contract price from any Nationalized Bank / Scheduled Bank having a local branch office in <b>Agartala</b> as a guarantee of performance during the signing of agreement. The BG shall be in force for period of one month beyond the contract duration.</p>
<b>GCC 24.0</b>	<p><b>The price adjustment shall be:</b></p> <p>Prices shall not be subject to any upward revision on any account whatsoever throughout the period of contract. Provided that any revision in taxes, statutory levies, duties which is not occasioned due to any change in place, method and time of supply, or non-performance / non-fulfillment of any condition, or any exemption considered by the Bidder at the time of proposal, shall be considered for price adjustments.</p>



## 6. Scope of Work

### 6.1. Overview

The basic scope of work includes the following:

1. 33 KV feeder Asset (Network & Poles) survey including 33KV Substation.
2. Collecting Attributes for assets through mobile based application.
3. Quality Checking (QC) and Data validation.
4. Data Digitization of surveyed assets.
5. Data Handover to TSECL Authority in shape files which can be integrated with any existing or future GIS systems along with data upload in the PM Gati Shakti Portal.

The detailed scope of work under each of the above area is given below:

- 33 KV feeder assets (Network & Poles) including 33KV Substation shall be detected & surveyed.
- Through mobile based application the necessary attributes for 33 kv feeder assets shall be collected.
- The application must work in both offline & online mode.
- Quality checking must be performed on surveyed data and mutually agreed quality reports to be submitted to TSECL.
- Rectification needs to be done by the surveyor through revisiting and recollecting the necessary attributes of those assets if any anomalies detected by TSECL before final delivery.
- After field data validation and quality checking the bidder needs to digitize as per mutually agreed file format.
- Desktop QC shall also need to be performed by Bidder and the QC report need to submit to TSECL.
- Bidder to submit the final data as a part of delivery in a shape file after performing all level of Field and desktop QC.
- Bidder to intimate TSECL in advance in case of support required to access any restricted area during survey.

### 6.2. Quality Checking (QC) and Data validation

- A supervisor shall do a quality check along with an authorized TSECL official of the activity done by the surveyor on a periodic basis and as and when required.
- The data collected by the surveyor shall be validated with the help of authorized TSECL official for error free data and increased accuracy of the data.

### 6.3. Digital Data Conversion

Once the field surveyed data collected by surveyor in hardcopies are quality checked and validated, it shall be then transformed into digital format.

### 6.4. Data Handover to TSECL

Once all the above activities are done and completed, the final data to be shared to TSECL authority in shape files.



## 7. Evaluation Details

### 7.1. Guidelines to Bidders

- i. Financial requirement/ certification of only the bidder will be considered and financials of parent company / holding company etc. will not be considered. Consolidated financial statements of the bidders will also not be considered.
- ii. If any project / contract involves multiple subsidiaries, it will be treated as only one credential / experience.
- iii. All credentials of Bidder as Lead Bidder/Prime Bidder will only be considered
- iv. Cut-off date for calculating number of years shall be the date of bid submission
- v. The Purchaser will have the right to independently contact and verify the accuracy of credentials with Bidder's end-client. Bidder will have to provide necessary details as per the requirement of the Purchaser.
- vi. All Documents related to bidder's experience should be in English language. If not, document in original language along with its English translation (certified by bidder's Company secretary) should be submitted.

### 7.2. Pre-Qualification Requirements

S. No.	Criteria	Documentary proof to be submitted
1	The bidder shall be private/public Company registered under Company Act 1956.	Certificate of incorporation along with PAN
2	The bidder/ survey application partner must possess Certified AI tool for the automation of spatial data digitization	Necessary patent certificate of survey partner to be provided.
3	The bidder/ survey application partner must possess Voice enabled data collection Application. The survey partner may be asked to showcase the same as a part of bid evaluation.	Self-declaration certificate in organisation letter head from survey partner to be provided.
4	The lead bidder should have experience in implementation of Geo spatial solution (GIS) / Network survey in Power Transmission & Distribution sector.	PO copy or completion certificate / emails/Self-declaration certificate in organisation letter head signed by Bid signatory to be provided.
5	Valid GST Registration Certificate. Valid PAN No.	Certificate of valid GST and valid PAN No.
6	Bidder should not be blacklisted by any Govt. Organization / utility. Bidder must submit undertaking for the same.	Self-Undertaking by bidder

Note: In case of global credentials, the supporting documents should be provided in English language.



### 7.3. Technical Specifications Compliance

The bidder must fulfill the technical compliance as per the below table to participate in this tender:

Sl. No.	Functional Specifications	Compliance (Yes/No)
1	Application should run on browser environment	
2	Application should be able to deploy on on-premises server	
3	Application should capable more than 1000 concurrent user for data visualization and analysis on same time	
4	Application should have functionality of User Management	
5	Application should have functionality for project creation option	
6	Application should have functionality to change the UI theme based on user interest	
7	Application should be able to deploy on Linux and Window both environment	
8	Application should work on command triggering	
9	Application should be capable to consume shared data	
10	Application should work with limited clicking	
11	Device Independent Application	
12	Drag n Drop or Upload Geospatial Data of various file formats	
13	Drag n Drop functionality should support minimum 500Mb image	
14	Access to various Geospatial raw derived datasets	
15	Create, edit and export geospatial features	
16	2D/ 3D Visualization	
17	Application Should have functionality of Query Analysis	
18	Application Should have functionality of AI/ML	
19	Application should have basic functionality i.e. Pan, Home, Zoom in, Zoom out, Print, Measurement Tool etc	
20	Application should provide the easy to find navigation, lat, long and label functionality	
21	Application should work on dynamic based on datasets uploaded	
22	Application should work with single voice command and perform analysis	
23	Application should have functionality to extract build-up area on single click or voice command	
24	Application should have functionality to identify your area based on locate me voice command	
25	Application should have functionality to import and export	
26	Application should have functionality to track and monitor and record the timings	
27	Application should have functionality to manage user account and change their pictures etc.	
28	Application should have functionality to login using mobile otp	
29	Application should have Multilingual user interface, shall integrate Bengali language	
30	Application should have multiple base maps as reference while collecting the data for getting higher positional accuracy not less than 5	



## **8. Evaluation Process**

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Evaluation shall be done based on the information provided in the technical proposal (& subsequent clarification, if any) and Clarifications / Answers given by the bidders to department during the Presentation and Site visit.

The lowest quote bid (L1) will be awarded among the bidders who have qualified to participate in the tender.





## 9. Mandatory Forms

### 9.1. BOQ

Sl. No.	Item Description	Item Code/ Make	Quantity	Units	Quoted Currency in INR/ Other Currency	Total Cost excluding GST	GST payable on the price quoted (%)	Total GST Amount (in Rs.)	Total Amount in Rs.
1	GIS survey of 33KV Feeder Assets (Network & Poles) including 33 KV substation and Data Digitization in Shape file	Item 1	1	Job	INR		18%	₹	₹
Total in Figures									₹
Quoted Rate in Words									



## 9.2. Bid Submission & Declaration Form

(To be submitted on the letter head of the bidder)

Ref: \_\_\_\_\_ Date: \_\_\_\_\_

To  
The DGM (MMD)  
Corporate Office,  
Tripura State Electricity Corporation Ltd.,  
Bidyut Bhaban, Banamalipur,  
Agartala, Tripura

**Subject:** Submission of Technical Bid for Award of Work “GIS field survey work for 33kv (HT) Feeder Assets (Network & Poles) of TSECL and digitization of collected data in shape files.”

Dear Sir/Madam:

1. We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. \_\_\_\_\_ dated \_\_\_\_\_, do hereby propose to execute the job as per specification as set forth in your Bid documents.
2. The prices of all items stated in the bid are firm during the entire period of job and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with the RFP.
3. We confirm that our bid prices include applicable GST.
4. We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
5. If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.
6. We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to three percent (3%) of the Order value as stipulated in Price Bid.



7. We agree that TSECL reserves the right to accept in full/part or reject any or all the bids Yours Sincerely,

Dated, this .day of 2021

Thanking you, we remain,

Yours faithfully

Signature\_\_\_\_\_

Name in \_\_\_\_\_ full

Designation\_\_\_\_\_

Signature & Authorized Verified by

Name & Designation

Full Signature & Stamp



### 9.3. Bidder's Authorization Certificate

To  
The DGM (MMD)  
Corporate Office,  
Tripura State Electricity Corporation Ltd.,  
Bidyut Bhaban, Banamalipur,  
Agartala, Tripura

< **Name**>, <**Designation**> is hereby authorized to sign relevant documents on behalf of the company <bidder name>, in dealing with Tender of reference Tender No. tender no. \_\_\_\_\_ dated \_\_\_\_\_. He is also authorized to attend meetings & submit technical and commercial information as may be required by you in the course of processing above said tender.

Yours Sincerely,

Authorized Signature [In full and initials] :.....

Name and Title of Signatory :.....

Name of Firm: :.....

Business Address :.....

Bidder's Seal

Place: ..... Date: .....



#### 9.4. Undertaking regarding debarment and/or blacklisting

I, \_\_\_\_\_ (Name of the Authorized person) presently working in the capacity of .....(designation) and I have been duly authorized by .....(bidder name) a Company incorporated under the provisions of the Indian Companies Act 2013 /Limited Liability Partnership Act 2008, having its Registered office/ Corporate Office / at \_\_\_\_\_ to furnish the aforesaid undertaking against the specific requirement as specified in Tender No. \_\_\_\_\_ dated \_\_\_\_\_ and accordingly, I, on behalf of ..... (name of the bidder) hereby solemnly declare & affirm as under: -

That to the best of our knowledge and as per records available with the Company, \_\_\_\_\_ (Name of the bidder) have not been blacklisted / debarred / disqualified by any Govt. of India or any of its agencies, any State Govt. or any of its agencies, State or Central PSUs etc. during the last 5 years till the date of submission of Bid

Signature of Company :.....  
Secretary/Authorized Key  
Managerial Personnel (KMP) of the  
Bidder's organization [In full and  
initials]

Name and Title of Signatory :.....



## 10. Bidding Forms

### 10.1. Non-Disclosure Agreement

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with TSECL on contract is confidential and that the nature of the business of the TSECL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the TSECL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- **Technical information:** Methods, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- **Business information:** Project schedules, pricing data, estimates, financial or marketing data.

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to TSECL all documents and property of TSECL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to TSECL, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also. Non-Disclosure Agreement is for 2 years from the date of contract closure.

I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of, 2019.

Authorized Signature [In full and :.....  
initials]



---

Name and Title of Signatory :.....

Name of Firm: :.....

Business Address :.....

Bidder's Seal

Place: ..... Date: .....





## 10.2. Pre-bid query format

Bidders requiring specific points of clarification may communicate (in Writing) with the Purchaser during the specified period using the following format:

Date: _____			
Bid Number: _____			
Bidder Name: _____			
Sr. No.	Bidding document Reference (Section No./ Clause No. Page No.)	Content of Bidding document requiring clarification	Points of clarification required

Authorized Signature [In full and initials] : .....

Name and Title of Signatory : .....

Name of Firm: : .....

Business Address : .....

Bidder's Seal

Place: ..... Date: .....



### 10.3. Format for Deviations/Assumptions

To

Deputy General Manager (MMD)  
Tripura State Electricity Corporation Ltd.,  
Bidyut Bhawan, Banamalipur,  
Agartala -799001.

Bid Number:					
S. No.	Bidding Document Reference (Section No. / Clause No. Page	Content of Bidding document	Deviation / Assumption	Financial Impact	Scope Impact

**Note: In case of no deviation/assumption, bidder shall mention “Nil” in the above format.**

#### Certificate:

We confirm that,

- Only the above-mentioned deviations and/or assumptions may be considered.
- The Purchase is not bound to accept any of the above-mentioned deviation and/or assumption and may reject any or all without giving any reason thereof.
- Except the above-mentioned non-material deviations and/or assumptions, subject to the approval and acceptance by the Purchaser, the entire work shall be performed as per the bid requirements



Authorized Signature [In full and initials] :.....

Name and Title of Signatory :.....

Name of Firm: :.....

Business Address :.....

Bidder's Seal

Place: ..... Date: .....



#### 10.4. Bidder's Financial Capabilities

The Details may be submitted in the following format

Bidder's Legal Name : \_\_\_\_\_

Date : \_\_\_\_\_

##### Information from Balance Sheet

Sr. No.	Particulars	FY 2017-18 (Amount in INR)	FY 2018-19 (Amount in INR)	FY2019-20 (Amount in INR)	Enclose Documents
1	Total Assets				
2	Total Liabilities				
3	Net Worth (1-2)				

##### Information from Profit & Loss Statement

7	Total Turnover (in INR)				
8	Average Turnover for 3 years				

Note:

Attached are copies of financial statement (Balance Sheet including all related notes, and income statements) for the years required above, complying with the following conditions:

- All such documents reflect the financial information of the bidder and not sister or parent companies



<ul style="list-style-type: none"><li>• Historic financial statement must be audited by the Statutory Auditor</li><li>• Historic financial statement must be complete, including notes to the financial statement.</li><li>• Historic financial statement must correspond to accounting periods already completed and audited (no statement for partial period shall be requested or accepted)</li></ul>	
Seal & Sign of Statutory Auditor or Chartered Accountant	
Name of the Audit Firm:	
Firm Reg. Number.	
Date: (Signature, name and designation of the authorised signatory)	



**10.5. Details of Bidder's project experience**

<b>Sr. No.</b>	<b>Project Details</b>	<b>Client Name &amp; Sector</b>	<b>Project Start Date</b>	<b>Project Go-Live Date</b>	<b>Current Status</b>	<b>Page reference</b>
1						
2						



## 11. Contract Forms

### 11.1.Format for BG against Performance Guarantee / Security Deposit

(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 'three per cent (3 %)' of the Contract Price.
- The claim date will be after the actual delivery period of 2 months plus a grace period of 6 (Six) months making it a total of 8 (Eight) months.
- The Stamp Papers of appropriate value shall be purchased in the name of issuing Bank.



## 11.2. Draft Contract Agreement

### **APPENDIX-1 AGREEMENT**

THIS AGREEMENT is made on this \_\_\_\_\_, between the **Tripura State Electricity Corporation Limited** (hereinafter called "**THE PURCHASER / TSECL**"), of the one part, and \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ (hereinafter called "**THE Implementation Partner/ IP**"), of the other part:

AND WHEREAS the Purchaser invited bids for Related Services, viz., Engagement of Service provider for "GIS field survey work for 33kv (HT) Feeder Assets (Network & Poles) of TSECL and digitization of collected data in shape files" of **Rs.** \_\_\_\_\_ (**\_\_\_\_\_**) including GST as applicable (hereinafter Called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - i. **Section I:** LOA award of contract vide no. \_\_\_\_\_ dated \_\_\_\_\_ 2021;
  - ii. **SECTION II:** Request for Proposal issued vide Notification No. \_\_\_\_\_ dated \_\_\_\_\_ (Complete Bid Documents comprising of Terms & Condition, Instruction to the bidder, Scope of Work etc.);
  - iii. **Section III:** Contract Forms/Performance Security Bank Guarantee.
  - iv. **Section IV:** Proposal submitted by the Implementation Partner in response to the RfP mention in Sr. No. ii.
  - v. **Section V:** Acceptance of purchaser's notification.

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.



3. In consideration of the payments to be made by the Purchaser to the Implementation Partner as indicated in this Agreement, the Implementation Partner hereby covenants with the Purchaser to provide the Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Implementation Partner in consideration of the provision of the services provided as per the RfP and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of **INDIA** on the day, month and year indicated above.

Signed by \_\_\_\_\_

(Authorized **TSECL** official)

Signed by \_\_\_\_\_

(For the Supplier)

\_\_\_\_\_



## 12. Bid Check List\*

Sr. No.	Requirement	Submitted (Page No.)	Not Submitted	Remarks
1.	Copy of signed Tender document and subsequent amendments (if any)			
2.	Self-attested photocopy of valid Registration/ Incorporation Certificate - (Clause 21.5)			
3.	NIT document – Corrigendum, if published (ITB Clause 21.5)			
4.	Financial Documents (As mentioned in ITB Clause 21.5)			
5.	Miscellaneous Documents, if applicable (As mentioned in ITB Clause 21.5)			
6.	Self-attested photocopy of PAN card (ITB Clause 21.5)			
7.	Self-attested photocopy of GST registration Certificate (ITB Clause 21.5)			
8.	Cost of the tender (Rs. 10,000) in shape of Demand draft/ Banker's cheque.			
9.	EMD for an amount of Rs. 60,000 only, refundable (without interest) in shape of BG/ Demand draft/ Banker's cheque.			
10.	Bidding Forms (Section 10 – 10.1 to 10.5)			
11.	Bid Submission & Declaration form (Section 9.2)			
12.	Bidder's Authorization Certificate (Section 9.3)			
13.	Declaration of Undertaking regarding debarment and/or blacklisting (Section 9.4)			
14.	Undertaking of no conflict of Interest			
15.	Contract Forms (Section 11 – 11.1 to 11.2)			



\*Indicative for reference of the bidder. In case more documents are required to be submitted as per the RfP, the bidder should include the same.

Authorized Signature [In full and initials] : .....

Name and Title of Signatory : .....

Name of Firm: : .....

Business Address : .....

Bidder's Seal

Place: ..... Date: .....

\*\*\*\*\*End of document\*\*\*\*\*