



TRIPURA STATE ELECTRICITY CORPORATION LIMITED

(A Government of Tripura Enterprise)

NIT No.: AGM (DP & C)/TSECL/HR/38

dated, 02/09/2019

Detailed Notice Inviting e-Tender (DNIT)

for

Outsourcing of manpower [196 (UR: 102, SC: 33, ST: 61)] in the name of 'Technical Assistant' having qualification of Madhyamik pass with ITI in Wireman trade in different offices of TSECL located across the state of Tripura for a period of 1 (one) year initially, extendable by one more year subject to satisfactory performance.



Issued by

Additional General Manager (DP & C)

Tripura State Electricity Corporation Limited

Corporate Office, Bidyut Bhavan, North Banamalipur, Agartala – 799001, Tripura (W)

Phones: 0381-2307433/ 2325345 FAX: 0381-2325345 Website: www.tsecl.in



TRIPURA STATE ELECTRICITY CORPORATION LIMITED

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Section I

NOTICE INVITING e-TENDER (SINGLE STAGE TWO ENVELOPE BIDDING)

Additional General Manager (DP & C), TSECL, Corporate Office, Bidyut Bhavan, North Banamalipur, Agartala – 799001, on behalf of TSECL invites online item rate bids in two envelope bidding system from eligible and resourceful agencies/ firms for the following work.

Sl. No.	NIT No.	Name of the Work	Estimated Cost Put to the Bid	Tender Fee/ e-tender processing fee	Earnest Money	Period of Engagement
1	2	3	4	5	6	7
1.	NIT No.: AGM (DP & C)/TSECL/HR/38 dated, 02.09.2019	Outsourcing of manpower [196 (UR: 102, SC: 33, ST: 61)] in the name of 'Technical Assistant' having qualification of Madhyamik pass with ITI in Wireman trade in different offices of TSECL located across the state of Tripura for a period of 1 (one) year initially, extendable by one more year subject to satisfactory performance	Rs.2, 44, 23, 168/ i/c GST	Rs.10, 000/-	Rs.4, 88, 463/-	1 (one) year
N.B.: Bids shall be rejected if the offer is submitted without Earnest Money or with inadequate Earnest money i.e. less than the prescribed fee mentioned in the NIT and Tender Fee/ e-tender processing fee.						

- 1.0 This NIT for the above work will appear in National and Local Newspapers. This shall also be available on Tripura State Electricity Corporation Limited website at www.tsecl.in from 05-09-2019. The complete Bidding Documents shall be available at Government e-procurement portal <http://tripuratenders.gov.in> from 05-09-2019. Interested bidders can download the Bidding Documents and commence preparation of bids to gain time.
- 2.0 Eligible bidders shall participate in tender online through the government e-procurement portal at <http://tripuratenders.gov.in>. Tender shall be uploaded/submitted in a two-bid system:
 - (a) Bid Envelop-I (Technical bid)
 - (b) Bid Envelop-II (Financial bid)
- 3.0 Bidders willing to take part in the process of e-tendering are required to obtain a valid Class 2/Class 3 **Digital Signature certificate (DSC)**, from any of the of the certifying authorities, enlisted by Controller of Certifying Authorities (CCA) at <http://cca.gov.in>. After obtaining the Class 2/3 Digital Signature Certificate (DSC) from the approved CA, Bidders shall Enroll themselves in the Tripura Government e-procurement web site at <http://tripuratenders.gov.in> and obtain User ID and Password for the purpose of bidding.

4.0 Critical Dates:



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1.	Completion/Engagement period:	12 months
2.	Date of Publishing of tender :	05-09-2019
3.	Period of downloading of Bidding Documents at tripuratenders.gov.in:	From: 05-09-2019
		To: 19-09-2019
4.	Period of Seeking clarifications :	From: 05-09-2019
		To: 11-09-2019
5.	Time and date of Pre-Bid Meeting:	11-09-2019 11.00 A.M.
6.	Place of Pre-Bid Meeting:	O/O Additional General Manager (Distribution Planning & Coordination), Corporate Office, Bidyut Bhavan, Agartala, West Tripura, Pin: 799001. Ph. 0381-230 7433, Fax: 0381 232 5345.
7.	Deadline for online Bidding:	19-09-2019 Up to 5.00 P.M.
8.	Time and Date of Opening Technical Bid/Bids:	20-09-2019 03:30 PM
9.	Time and Date of Opening Price/Financial Bid:	To be notified after Technical Evaluation
10.	Place of Opening Bids:	O/O Additional General Manager (Distribution Planning & Coordination), Corporate Office, Bidyut Bhavan, Agartala, West Tripura, Pin: 799001. Ph. 0381-230 7433, Fax: 0381 232 5345.
11.	Bid Validity:	06 (Six) Months from the date of Opening Of Technical Bid.
12.	Officer inviting Bids (TSECL):	O/O Additional General Manager (Distribution Planning & Coordination), Corporate Office, Bidyut Bhavan, Agartala, West Tripura, Pin: 799001. Mob:- +919436121266 Ph. 0381-230 7433, Fax: 0381 232 5345.

5.0 Scope of Work:

Scope of the present work includes supply of 196 (UR: 102, SC: 33, ST: 61) numbers of manpower in Tripura State Electricity Corporation Limited in the name of 'Technical Assistant' with qualification and consolidated remuneration as mention in Section - II.

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



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- 6.0 Bidding will be conducted through the domestic competitive bidding procedures as per the provisions of ITB/BDS and the contract shall be executed as per the provisions of the Contract.
- 7.0 The detailed Qualifying Requirements (QR) is given in the Bidding Documents.
- 8.0 Earnest Money Deposit amounting to 2% (Two Percent) of the estimated cost put to tender. The Earnest Money Deposit shall be submitted in the form of Demand Draft (DD) in favour of STATE ELECTRICITY CORPORATION LIMITED payable at Agartala issued by any scheduled bank.

Or

in the form of Banker Cheque issued by any Scheduled bank and placed in favour of STATE ELECTRICITY CORPORATION LIMITED payable at Agartala.

Or

in the form of Fixed Deposit Receipts (FDR) in the name of the bidder issued by any nationalized bank and placed in favour of STATE ELECTRICITY CORPORATION LIMITED payable at Agartala.

Or

in the form of National Savings Instrument (NSC) in the name of the bidder issued by any nationalized bank and placed in favour of STATE ELECTRICITY CORPORATION LIMITED payable at Agartala

initially valid for 3 (three) months with claim period of another 3 (three) months, subject to further extension if required.

Earnest Money Deposit in any other form or amount will not be accepted.

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

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

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

The Bidder shall have to deposit both the original Demand Drafts against related Tender Fee and EMD in a sealed envelope including Integrity Pact depicting NIT No. and the Bidders Name & Address at "O/O Additional General Manager (Distribution Planning & Coordination), Tripura State Electricity Corporation Limited, Corporate Office, Bidyut Bhavan, Agartala, West Tripura, Pin: 799001." on or before **3.00 P.M., 20-09-2019**.

If the bidder fails to submit the original copies within the due time his bid will stand rejected.

- 10.0 Power of Attorney, if given to authorized signatory for signing the Contract Agreement, shall be made in an INDIA NON-JUDICIAL STAMP OF Rs.100.00 (Rupees one hundred) only.
- 11.0 After award of work the successful bidder shall have to deposit a Contract Performance Guarantee (CPG) equivalent to 10% of the LOA value / Supply order value in the shape of Demand Draft in favour of Tripura State Electricity Corporation Limited, payable at Agartala from any scheduled Bank



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Or

in the shape of National Savings Certificate in the name of the bidder issued by any Nationalized Bank and placed in favour of Tripura State Electricity Corporation Limited, payable at Agartala.

The CPG shall remain valid for a period i.e more than 6 months from the longest guaranty period for items covered in turnkey projects or supply of materials for execution of work.

The validity of FDR/NSC shall be double the execution period for the execution of work, supply of materials or services work + 6(six) months.

For turnkey project the validity period of Contract Performance Guarantee (CPG) shall be double the scheduled execution period + the longest guarantee period+6(six) months for equipments, apparatus or materials supplied.

FDR/NSC shall be returned by TSECL after the completion of validity period.

In the event of delay of on completion of work/supply/provisions of services, the bidder shall extend the validity of FDR/NSC accordingly failing which TSECL shall be at liberty to invoke the same and claim the CPG amount.

- 12.0 The acceptance of Price bid / financial bid shall be subjected to acceptance of Tender fee.
- 13.0 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.
- 14.0 Downloaded NIT, Bid Document are to be uploaded back and digitally signed as a part of technical bid, and as a proof of acceptance of all terms and conditions in NIT and Bid Document.
- 15.0 The intending bidder has to quote all items as per BOQ, part quoting rate will not be entertained and will be rejected.
- 16.0 Bidders are allowed to bid 24x7 till the time of Bid closing, with option for Re-Submission, wherein only their latest submitted Bid will be considered for evaluation. The e-Procurement website will not allow any Bidder to attempt bidding, after the scheduled date and time.
- 17.0 For any clarifications related to NIT/Bid Document/e-procurement, bidder(s) are requested to contact:

**O/O AGM (DP & C),
Tripura State Electricity Corporation Limited,
Corporate Office, Bidyut Bhaban,
Agartala-799001, Tripura (West).
e-mail: ad_comm@rediffmail.com, Ph. 0381-230 7433, Fax: 0381 232 5345.**



18.0 Addendum/amendments/corrigendum:

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

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

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

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





Section II SCOPE OF WORK & ELIGIBILITY

1. INTRODUCTION

In accordance with MOU between Ministry of Power, Government of India and Government of Tripura in August 2003, Government of Tripura has introduced reforms and restructured the power sector in the state with an objective to improve the efficiency of services and sustainable development of the sector. In view of the above, Department of Power, Government of Tripura has been corporatized with the name of Tripura State Electricity Corporation Limited (TSECL) that started functioning w.e.f. 1st January 2005. In the recent past, the Board of Directors of TSECL with the concurrence of the Finance Department, Government of Tripura has decided for outsourcing of 196 manpower (UR: 102, SC: 33, ST: 61) in the name of 'Technical Assistant' having qualification of Madhyamik pass with ITI in Wireman trade in different offices of TSECL located across the state of Tripura for a period of 1 (one) year initially, extendable by one more year subject to satisfactory performance on same terms and conditions through agency to meet up its immediate requirements for providing better public service through proper operation and maintenance of generation, transmission and distribution systems including attending public calls 24 X 7 X 365.

2. SCOPE OF WORK

2.1 Scope of the present work includes supply of 196 (UR: 102, SC: 33, ST: 61) numbers of manpower in Tripura State Electricity Corporation Limited in the name of 'Technical Assistant' with qualification and consolidated remuneration as detailed below.

2.1.1. Qualification:

The following qualifications are essentially required to become *Technical Assistant* under TSECL (*to be outsourced through agency*).

- a) Madhyamik or its equivalent Board examination passed, and
- b) ITI in Wireman trade passed; which means – *National Trade Certificate in Wireman trade (2 years full time) awarded by the National Council for Vocational Training (NCVT), Ministry of Labour and Employment, Government of India.*
- c) Candidates should have sound health. In this regard, a Medical Fitness Certificate from Civil Surgeon/ S.D.M.O/ Superintendent/ Deputy Superintendent of any Hospital of Government of Tripura/ any other State Government or Government of India in the prescribed form (*Annexure – 3*) is to be provided by the candidates.

2.1.2. Age limit: Minimum 18 years and maximum 40 years (*5 years relaxable in case of SC/ST candidates*).

2.1.3. Working hours: Working hours of the outsourced 'Technical Assistants' will be as per law in force in the country for the stated purpose.

2.1.4. Remuneration:



- a) There will be a consolidated remuneration @ **Rs.8, 000/-** (*Rupees eight thousand only*) per month per person excluding EPF & ESI charge, administrative and other charges of the agency concerned, and GST.
- b) The contractor shall have to pay EPF, ESI charges against each manpower with consolidated monthly remuneration. However, the rates of EPF, ESI and GST will be considered as stipulated by the Government from time to time which will be paid extra by TSECL on producing documentary proof and on submission of complete invoice (*including service charge of the agency concerned*) in triplicate by the contractor. Attendance of each '*Technical Assistant*' is also to be provided along with the invoice.
- c) Service charge of the agency will be finalized through competitive bidding (*e-tendering process*).

2.2. Functional Responsibilities

The outsourced '*Technical Assistants*' will work along with other employees of the Corporation in different sub-stations, sub-divisions, Call centers, and other offices of the Corporation located across the state of Tripura. They will have the following functional responsibilities.

- 2.2.1. Loading, unloading and shifting of materials and equipments including stacking;
- 2.2.2. He will perform duty under direct control of his team leader like Manager, Lineman, Operator, etc;
- 2.2.3. Digging of cable trench and filling with sand where it is necessary, laying of underground cable of High Voltage/ Low Voltage capacity and other allied works;
- 2.2.4. Carrying of poles, transformers and other equipments and line materials, ladders, tools, etc. as necessary;
- 2.2.5. He will perform all works in overhead lines and sub-station under dead condition including fitting, fixing of line, accessories and sub-station equipments under guidance of Supervisory personnel above him;
- 2.2.6. Climbing pole and sub-station structures, if required observing full safety precaution, i.e. use of safety belt, ladder, earthing rod, etc. as the case may be, under direction of the personnel-in-charge of the job for construction and maintenance, etc. in energised condition;
- 2.2.7. Cutting of trees and tree branches required for electrical clearance of lines and sub-station, etc. as per direction of his superior-in-charge of the job;
- 2.2.8. Attending oil filtering, cleaning switch-gear, sub-station batteries, control panel, various equipments, working area and operation of isolator/ breakers, etc. including overall assistance in running and maintenance of sub-stations, generating stations, workshop, etc;
- 2.2.9. To assist the operators in operation of Generators, Turbines, Valves, Gates, etc. and other allied works;
- 2.2.10. To assist the Fitter, Mechanic, Electrician in running and maintenance work;
- 2.2.11. Handling of materials in store as per direction of Store-in-Charge;
- 2.2.12. Switchyard operation/ handling in presence of the Supervisory personnel above him;



2.2.13. Performance of any other works as per direction of the Officer-in-Charge time to time.

3. FIRMS ELIGIBLE TO BID

The bidder should provide the qualifying information as detailed below:

- 3.1. The Outsourcing Agency (Service Provider) must be a registered legal entity, like a company, society, LLP (limited liability partnership), etc. and should be in the field of manpower supplying services since **last 5 (Five) years**. Documents in the form of Certificate of incorporation/ registration in support of the same are to be provided.
- 3.2. The bidders must have executed at least **2 (two) orders/ contracts** with any Government organization(s) consisting of outsourcing of manpower during the **last 3 (Three) financial years**. Annual turnover for the last three years should not be less than 30% of the estimated cost put to the tender. *(Copies of Agreement/ Work Order from client supported by satisfactory performance certificate as documentary evidence may be provided with summary sheet of yearly contractual value.)*
- 3.3. The bidders must be registered under the Provident Fund Act, ESI Act, etc. *(copies to be enclosed).*
- 3.4. Should not hold any sanction/ black-listing by any PSU/ State or Central Government organization persisting on the last due date of receipt of tender *(Self-declaration Certificate as per Annexure – 10 is to be enclosed)*. Any wrong declaration in this regard which comes to notice at a later date will disqualify them and the bids so received will be rejected.
- 3.5. Bidder should have a valid PAN Card, GSTN *(copies of PAN Card, GST Registration letter/ certificate need to be furnished)*.
- 3.6. The bidder must have filed its Income Tax Returns for the last 3(three) Financial Years *(copies of Income Tax Returns for the last 3(three) Financial Years need to be furnished)*.

INFORMATION TO THE BIDDER

4. AVAILABILITY OF TENDER DOCUMENTS

- 4.1. The tender documents will be available in the website <https://tripuratenders.gov.in> for download from 05.09.19 to 19.09.2019.
- 4.2. All future modification/ Corrigendum shall be made available only in the portal <https://tripuratenders.gov.in>. So, bidders are requested to update themselves from the said e-Tender web portal.
- 4.3. The interested bidders are requested to download and to go through the instructions/ terms conditions/ critical dates/ eligibility criteria noted in the DNIT minutely. Downloaded DNIT has to be uploaded back along with all relevant document as a part of technical bid and as a proof of acceptance of all terms condition in the DNIT.

5. COST OF BIDDING



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The bidder shall bear all costs associated with the preparation and submission of the bid. The E-Tender Inviting Authority, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6. NUMBER OF BID PER BIDDER

Each Bidder shall submit only one Bid for the work. A bidder who submits more than one bid will cause disqualification of all the bids submitted by the bidder.

7. CLARIFICATION ON BID DOCUMENTS/ PRE-BID MEETING

- 7.1. A prospective bidder requiring any clarification of the Bid Documents shall submit query to the e-Tender Inviting Authority (e-TIA) online (email at ad_comm@rediffmail.com) before **Seek clarification end date** as per following format.

Bidder's Address			
Bidder's Email			
Phone Number			
Sl. No.	Name and Pg. No. of tender	Query	Description of requested change with proper justification

- 7.2. Besides, e-TIA shall hold a pre-bid meeting with the prospective bidders at Pre-bid meeting date as mentioned. Queries received from the prospective bidders over email shall be addressed.
- 7.3. Any clarification issued by e-TIA in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document which would be notified through a corrigendum.

8. AMENDMENT TO BID DOCUMENTS

- 8.1. Before the last date for submission of Bids, the bid Inviting Officer may modify any of the Contents of the Bid Notice, Bid documents by issuing amendment/ addendum/ corrigendum.
- 8.2. Any addendum/ amendment/ corrigendum issued by the bid Inviting Officer shall be part of the bid Document and it shall be published in the e-procurement portal at website <https://tripuratenders.gov.in>. Registered Bidders shall be informed about the related addendum(s)/ amendment(s)/ 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 website frequently to check whether there is any related addendum(s)/ amendment(s)/ corrigendum(s) or not.
- 8.3. To give prospective Bidders reasonable time to take an addendum/ amendment/ corrigendum into account in preparing their bids, the Bid Inviting Officer may extend the last date for submission of bids, if necessary.



9. LANGUAGE OF THE BID

9.1. All documents relating to the bid shall be in the **English** language only.

10. BID VALIDITY PERIOD

- 10.1. The bid for the work should remain valid for acceptance for a period of 120 days from the date fixed for financial Bid opening and in respect of accepted Bid the prices quoted shall remain valid during the entire period of contract.
- 10.2. During the above mentioned period, no plea by the bidder for any sort of modification of the bid based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.
- 10.3. In exceptional circumstances, prior to expiry of the original time limit, the e-TIA may request the bidders to extend the period of validity for a specified additional period. Such request to the bidders shall be made in writing. A bidder may refuse the request without forfeiting his EMD. A bidder agreeing to the request will not be permitted to modify his bid, but will be required to extend the validity of his EMD for a period of the extension.

11. BID OFFER/ BID PRICES

- 11.1. The Bidder shall quote unit rates in the downloaded BOQ XLS file and upload the same in Financial Part of the Tender. Quoted prices shall be FIRM .Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents. on a “single responsibility” basis.
 - d) Financial Bidding will be only on administrative and all other charges of the Agency concerned for supply of manpower in TSECL. Consolidated monthly remuneration @ Rs.8, 000/- (Rupees eight thousand only) to each ‘Technical Assistant’ will be fixed for the entire period of contract. The contractor shall have to pay EPF, ESI charges against each manpower with consolidated monthly remuneration. However, the rates of EPF, ESI and GST will be considered as stipulated by the Government from time to time which will be paid extra by TSECL on producing documentary proof and on submission of complete invoice (including service charge of the agency concerned) in triplicate by the contractor. Attendance of each ‘Technical Assistant’ is also to be provided along with the invoice.
- 11.2. Any additional claim by the contractor towards increase in the special allowances / variable dearness allowance / basic minimum wages etc. due to changes in the relevant labour laws or regulations, shall not be entertained during contract period.
- 11.3. The prices quoted by the bidder shall remain firm and fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is to be treated as non-responsive and rejected.
- 11.4. The proposal shall remain valid for 120 days from the date fixed for financial Bid opening and in respect of accepted Bid the prices quoted shall remain valid during the entire period of contract.
- 11.5. All duties, taxes, and other levies payable by the Bidder as per State/ Central



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Government rules shall be included in the rate quoted by the bidder.

12. BID GUARANTEE

- 12.1 The Bidder shall furnish, as part of its Bid, earnest money for an amount as specified in the Notice Inviting Tender (NIT) in the shape of demand draft only in favour of Tripura State Electricity Corporation Limited payable at Agartala, West Tripura.
- 12.2 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 12.7.
- 12.3 The earnest money shall be deposited in Indian rupees only.
- 12.4 Any bid not secured in accordance with para 12.1 and 12.3 above shall be rejected by TSECL as non-responsive.
- 12.5 **The earnest money of the unsuccessful Bidders shall be discharged /returned as promptly as possible but not later than 60 days after the expiration of the period of bid validity prescribed by the Owner.**
- 12.6 The earnest money of the successful Bidder will be adjusted with the performance guarantee required to be furnished on award of contract as per Clause 8.0 of Section – I.
- 12.7 **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'.
- 12.8 No interest shall be payable by TSECL on the above earnest money.

13. ALTERATION

Any alteration which is made by the bidder in the contract form, the conditions of the contract, specifications or statements/ formats or quantities accompanying the same will be recognized; and if any such alterations are made, the bid will be void.

14. CONTRACT PERIOD

- 14.1. The Period of Contract shall be initially for a period of **12(twelve)month** starting from the date of 7th day of issue of LoA. The detailed LOI/ Work orders will be placed indicating the area, financial commitment and procedure of making payment after due verification & passing the bills and ensuring compliance / observance of statutory requirement.
- 14.2. **TSECL reserves right to extend the contract period with the same Contract Rate, Terms and Conditions, which shall be binding to the Service Provider.**
- 14.3. TSECL reserve the right to terminate the contract without assigning reasons when the contract is not required during the period of contract by giving one month notice in writing and no compensation will be paid for the balance period of contract.



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- 14.4. The contract will be liable for termination at any time during the period of contract and without liability for the balance period if the work is not carried out satisfactory in accordance with the rules in vogue and on non-fulfilment of the terms and conditions of the contract.

15. RATES/ PRICES

- 15.1. The rates quoted shall remain firm during the period of contract.
15.2. The rates shall be quoted by the bidder entirely in Indian Rupees.
15.3. The prices quoted should be inclusive of all taxes (as per prevailing tax rates).
15.4. If the number of manpower requirement escalates during the contract period, the contract value may be enhanced as per offered percentage over the minimum remuneration to be paid to the newly engaged personnel after AoC.

16. CONFLICT OF INTEREST

- 16.1. A bidder shall not have conflict of interest with other bidders. The bidder found to have a conflict of interest shall be disqualified.

INSTRUCTION FOR ONLINE BID SUBMISSION

17. MODE OF SUBMISSION

- 17.1. The interested bidders may submit their online copy of the bid at <https://tripuratenders.gov.in> on or before last date of submission of Bid documents. The bidder(s) may note that ONLINE BIDS will ONLY be accepted. The Bids sent through FAX, E-mail, by hand and/ or by post shall not be accepted/ processed, in any case.
17.2. The Bidder shall follow all the instructions given at Section – IV (Instruction to Bidders) for submission of online bid.
17.3. The Bidder shall examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

17(i) Submission of Bids:

Bids are to be submitted online through the website, and as, stated in Clause 1.0 and 2.0 and 3.0. of Section-I All the Bidding documents (SBD, Scan copy of tender fee) uploaded by the TSECL form an integral part of the contract. Bidders are required to upload these bidding 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.

In Technical Bid, Bidder shall have to submit the entire requisite document as specified in the SBD(SBD, Scan copy of tender fee and EMD ,All forms/Amendments/Formats/Annexure with



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supporting documents/certificates, Technical Data Sheet, Financial, Tax related document, Bio Data, any other important document necessary specified in the Bid Document etc.

Bidder shall upload BoQ in the financial Bid.

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.

Bid Envelop-I (Technical Bid):

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

A. My Document (Non-Statutory) :

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

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

Sl.	Folder Name	Documents to be uploaded
1.	Mfg lic	Company Details: I. Registration of the firm/ Partnership deed/ Articles of Association. II. Certificate of Incorporation of the Organization as under Companies Act, 1956
2.	DNIT Documents	I. Corrigendum, if published
3.	Tax related document	I. GST Registration certificate II. IT PAN
4.	Financial details	I. Audited Balance Sheets of last three financial years with auditor's certificate regarding annual turnover i/c IT Return Certificate from contracting business in each year.



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5.	Misc. document	I. EPF & ESI registration. II. Valid Labour License. III. Any other important document.
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B. Statutory Documents:

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

1. Scanned copy of Tender Fee and EMD in single PDF.
2. NIT.
3. Bid Document.
4. All annexure/ formats/certificates i/c supporting documents/certificates in support of qualifying requirement, commercial terms and condition other than mentioned in My Document specified in the Bid Document 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, tendering authority will not be responsible for the same.

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

Bid Envelop-II (Financial Bid):

Documents to be submitted in the Financial Bid are:

BOQ (Bill of quantity/Price schedule).

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

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

Bidders are hereby warned not to tamper the Excel Sheet, make copies and work in a copied Sheet or break through the default Work-Sheet Security. Such BOQs with stated violations



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will be treated as Tampered BOQs and Bids uploaded with Tampered BOQs will be summarily rejected.

17(iii) 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.

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

**O/O AGM (DP & C),
Tripura State Electricity Corporation Limited,
Corporate Office, Bidyut Bhaban,
Agartala – 799001, Tripura (West).
e-mail: ad_comm@rediffmail.com, Ph. 0381-230 7433, Fax: 0381 232 5345.**

18. WITHDRAWAL OF BIDS

18.1. Resubmission/ Re-uploading of bid is allowed before the date and time of closing of the bid.

19. BID OPENING

19.1. The technical Bid(s) will be opened online in the portal on the date, time and venue mentioned at **Section-I**.

19.2. In case of any un-scheduled holiday(s) or occurrence of some event beyond control of the bid inviting authority on the day of opening, the e-tenders will be opened on the next working day at the same time.

19.3. Due to any technical issue/ unavailability of internet connectivity, the date and time of opening of online Technical Bid(s) may be differed until availability of connectivity/ resolving the technical issue(s).

19.4. Summary of Technical Bid opening shall be uploaded in the Portal.

19.5. Once the Technical Bid(s) accepted, the Financial Bids of the vendors (whose Technical Bids have been accepted) shall be opened online only, the date for which shall be communicated to the bidders through system generated Email/ SMS.

19.6. In case of any ambiguity, the decision taken by Bid Acceptance Authority on bids shall be final.

20. EVALUATION OF TECHNICAL & FINANCIAL BIDS

20.1. Technical & Financial bids will be evaluated by the Tender Evaluation Committee to be formed for the purpose by TSECL.

20.2. An e-Tender Evaluation Committee (eTEC) constituted by TSECL shall evaluate the technical bids to determine whether the bids received are complete, required securities/



sureties have been furnished, the documents have been properly signed and the bids are generally in order in compliance with clauses of the e-NIT. Presentation may need to be done by eligible bidders which will be evaluated by the Evaluation Committee. Evaluation of the Bids will be done by the Evaluation Committee on QCBS method. The agency obtaining **at least 70 marks on the basis of technical evaluation will qualify for opening of financial bids.** The results of Technical Evaluation will be uploaded online in the portal. Decision of the Committee will be final in this regard. Details of Technical score determination is at *Annexure – 2.*

- 20.3. Prior to the Financial Bid opening, the e-Tender Inviting Authority will determine the substantial responsiveness of each bid to the Bid document. Bids should be substantially conforming to all the terms and conditions of the Bid Documents without material deviations. The e-Tender Inviting Authority's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 20.4. A bid determined as substantially non-responsive will be rejected by the e-Tender Inviting Authority and shall not subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity, or by submitting additional document.
- 20.5. **FINANCIAL BID OPENING/ EVALUATIONS AND COMPARISON OF SUBSTANTIALLY TECHNICAL RESPONSIVE BIDS:**
The e-Tender Inviting Authority shall shortlist those who are eligible and have submitted substantially technically responsive bid for opening of financial bid. **Financial bids of successful bidders shall only be opened and the Financial Bids of Technically unsuccessful bidders and bidders obtaining less than 70 marks on the basis of technical evaluation shall not be opened.**
- 20.6. Incomplete and conditional tenders will not be entertained.
- 20.7. The Tender Evaluation Committee may call upon any bidders for clarification on the statements and supporting documents/ documentary evidence relating to the technical bid. The bidder has to furnish the clarification called for in writing within the stipulated time as fixed by the Tender Evaluation Committee. And in case of failure to do so, the bidder may be considered disqualified.
- 20.8. The offer of the technically qualified bidders(s) shall be selected for opening of Financial Bid online only. The date of opening of Financial Bid(s) will be communicated to the concerned vendors through system generated e-mail/ SMS.
- 20.9. The Automatic generated computerized Comparative Statement (BoQ Comparative Chart) to be displayed in the Financial Bid Opening Summary page of the e-Tender portal will not be final. The Bid Evaluation Committee will prepare an 'Evaluation Statement' considering all parameters as per conditions given in the bid document. The results of Financial Evaluation will be uploaded in the e-procurement portal subsequently for information to the bidders.
- 20.10. The Tender Evaluation Committee shall evaluate the Technical Proposal as per the response to the DNIT and supporting documents/ documentary evidence. Inability to



- submit requisite supporting documents/ documentary evidence, the bid shall not be considered for evaluation and will be summarily rejected.
- 20.11. Even after opening of financial bid, till completion of the entire engagement process including period of agreement if it is found that any information or certificates produced by the bidder is false or tampered, the e-Tender Inviting Authority shall without prejudice to any other right or remedy be at liberty to reject the bid and forfeiture of the EMD and invocation of the performance warranty.
- 20.12. The Bill of Quantity/ Price Bid if found modified/ tampered by the bidder except for the permitted cells, then the bid will be rejected.
- 20.13. The financial score evaluation and comparison of responsive bids shall be done on the **amount of excess percentage (%) of total annual remuneration inclusive of out of pocket expenses, all applicable taxes and any other charges in whatever name it is called, etc.**
- 20.14. Subject to technical evaluation and acceptance of the offers in the bids by e-Tender Evaluation Committee (eTEC), financial score evaluation shall be done on amount of percentage (%) of total annual remuneration inclusive of out of pocket expenses, all applicable taxes and any other charges. Decision of the e-Tender Evaluation Committee (eTEC) will be final and binding on the part of the bidders. Also the result of Financial Evaluation would be uploaded online on the Portal.
- 20.15. The final evaluation will be done on Quality Cum Cost Based System (QCBS) in the ratio of 50% Technical and 50% Financial. The Formula used will be:
 $S = (TS \times 50\%) + (FS \times 50\%)$, where
S = Final Score, TS= Technical score, FS= Financial score
Financial score is determined as follows:
 $FS = (LF \times 100) / Fi$
LF = Lowest Financial Bid amount
Fi = Financial Bid amount to be evaluated
- 20.17. Tender Evaluation Committee reserves the right to relax any terms and condition in the interest of the Corporation, with the approval of competent authority.

21. AWARD OF CONTRACT

- 21.1. On the basis of the report of Tender Evaluation Committee, the AGM (DP & C), TSECL will recommend the competent bid accepting authority for award of the contract to the bidder who is found Technically Qualified as per the bid conditions and whose Offer Rate is lowest as per QCBS.
- 21.2. The bidder whose bid has been accepted will be notified the Award of Contract (AoC) by any authorized official, prior to expiration of the bid validity period by publishing the Award of Contract in the Tripura Tenders portal and also may send the same through registered letter.
- 21.3. The bidder should appear before the tender inviting authority within 15 days after the bidder has been awarded with all the original copies of all the submitted documents and performance security obtained from a Nationalized / Scheduled Bank having Branch at



Agartala with required validity period and sign an agreement in the form prescribed by the TSECL for the due fulfilment of the contract.

- 21.4. Failure to attend the TSECL on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money deposited.
- 21.5. The written agreement (*to be entered into between the bidder and TSECL*) shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the bidder and then by the proper officer authorized to enter into contract on behalf of the TSECL.
- 21.6. 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.

22. PERFORMANCE SECURITY

- 22.1. After award of work the successful bidder shall have to deposit a Contract Performance Guarantee (CPG) equivalent to 10% of the LOA value / Supply order value in the shape of Demand Draft in favour of Tripura State Electricity Corporation Limited, payable at Agartala from any scheduled Bank

Or

in the shape of National Savings Certificate in the name of the bidder issued by any Nationalized Bank and placed in favour of Tripura State Electricity Corporation Limited, payable at Agartala.

The CPG shall remain valid for a period i.e more than 6 months from the longest guaranty period for items covered in turnkey projects or supply of materials for execution of work.

The validity of FDR/NSC shall be double the execution period for the execution of work, supply of materials or services work + 6(six) months.

For turnkey project the validity period of Contract Performance Guarantee (CPG) shall be double the scheduled execution period + the longest guarantee period+6(six) months for equipments, apparatus or materials supplied.

FDR/NSC shall be returned by TSECL after the completion of validity period.

In the event of delay of on completion of work/supply/provisions of services, the bidder shall extend the validity of FDR/NSC accordingly failing which TSECL shall be at liberty to invoke the same and claim the CPG amount.



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- 22.2. 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 and erected /service under the Contract, as per the specifications and documents.
 - b. The successful Bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the Engg in charge, in respect to any fault/ defects developed under the normal use of the said equipment, it will be repaired or replaced with new parts and erected by the Contractor at his own cost within the period of guarantee specified in the relevant clause of the General Terms and conditions.
- 22.3. The Contract Performance Guarantee is intended to secure the performance of the entire contract. .
- 22.4. The e-Tender Inviting Authority shall discharge its EMD upon submission of Performance Security and on receipt of a formal request letter from the bidder asking for such release.
- 22.5. **The contract performance Guarantee shall be forfeited: -**
- a) **If the service provider fails to start the service for reasons solely rest on him.**
 - b) **If the service provider left / suspends the work without prior written intimation to the owner's Engineer in charge of the work stating the reasons for such suspension of work.**
 - c) **If the service provider left / suspends the work for reasons which are not acceptable to TSECL.**
 - d) **If the contractor fails to perform his obligations under the contract.**

23. CORRUPT OR FRAUDULENT PRACTICES

TSECL requires that the bidders/ suppliers under TSECL financed contracts observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the TSECL define for the purposes of the provision, the terms set forth below as follows:

- i. "Corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Government official in procurement process or in contract execution: and
- ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among bidders (*prior to or after bid submission*) designed to establish in bid prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.
- iii. TSECL will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- iv. TSECL will blacklist/ or debar an individual supplier/ firm/ organization, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Contract awarded by the Corporation.

24. ADDRESS FOR COMMUNICATION



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All the communications with respect to the tender shall be addressed to: **The Additional General Manager (DP & C), Tripura State Electricity Corporation Limited, Corporate Office, Bidyut Bhavan, North Banamalipur, Agartala, Tripura (West), Pin – 799001.**





Section III

GENERAL CONDITIONS OF THE CONTRACT

25. GENERAL TERMS & CONDITIONS

25.1. The bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Company/ Firm/ Agency/ Individual Supplier.

26. TERMS OF PAYMENT

26.1. The Service Provider shall submit monthly invoice / bill for which the service is being provided along with the following documents within 1st week of the succeeding month

- i) Invoice in Triplicate.
- ii) Summary Statement of Attendance certified by the Service Provider/Agency/Firm
- iii) Wage summary indicating details of the persons engaged (Name, wages paid, PF A/C No, PF deposited, EDLI , ESI deposited) duly certified by the Service Provider.

Person-in-Charge (Manager), TSECL shall certify and forward the invoices along with the supporting documents to the Sr. Manager for verification. The Sr. Manager shall forward the same to the DDO i.e. concerned DGM after due verification for processing payment.

26.2. The Service Provider/Agency shall submit the following documents each month directly to the Sr. Manager for verification & process of the bill.

- i) Copy of ECR (Electronic Challan cum Reader) of the last month PF deposited.
- ii) Proof of deposit of ESI for the last month.
- iii) Up-to-date proof of deposit for the last month.
- iv) Up-to-date proof of payment of wages to the personnel engaged.

The Service Provider shall also submit following documents via e-mail for verification & record.

- (a) Monthly returns of ECR (PF deposit) in PDF format to the concerned Division through Division mail.

Monthly returns of ESI in PDF format to Division's mail ID.

26.3. No claim for interest in case of delayed payment will be entertained by TSECL.

26.4. No advance payment shall be made including payments of EPF/ ESI/ GST charges, etc. under any circumstances to the bidder.

26.5. All remittance charges will be borne by the bidder.



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- 26.6. In case the bidder fails to execute the contract, TSECL shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- 26.7. Amount payable to the Service Provider as stated in the Contract shall remain non-negotiable and fixed during the tenure of the Contract. The prices quoted shall not be conditional /optional.
- 26.8. TSECL reserves the right to ask the Outsourcing Agency (Service Provider) to change the 'Technical Assistant(s)' provided by them, if any 'Technical Assistant(s)' does not meet the requirement of TSECL or is not performing duties properly.
- 26.9. The outsourcing agency (Service Provider) shall also furnish undertakings from the 'Technical Assistants' provided to the effect and that they will never claim regularization of services under TSECL, etc.
- 26.10. The Service Provider shall make payment to the 'Technical Assistants' provided by them through DBT by 5th of every following month for which their remuneration is due and after that the Service Provider shall raise an invoice to TSECL along with the proof of payment of remuneration, EPF, ESI, GST, etc. for reimbursement by TSECL.

27. TAX DEDUCTION AT SOURCE

- 27.1. All Central/ State Government/ Local Body Levies as applicable from time to time shall be deducted at source from the payment to the Supplier/ Bidder as per the respective law in force at the time of execution of contract. TSECL shall deduct at source taxes/ duties under any other law/ statute as may be applicable at the time of making payments. The supplier shall furnish to the purchaser registration No. under works tax and PAN card (for TDS), as applicable.
- 27.2. If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Bidder or its employees in connection with performance of the Contract, an adjustment as per the terms of this DNIT shall be applicable and Contract Price shall be made to take into account any such change in such manner as prescribed herein the DNIT.

28. PENALTY:

- i) If the Service Provider engages less no. of personnel as stipulated in Work Order, then the Service Provider shall be liable to pay to TSECL as penalty, a sum of Rs. 500/- (Five hundred) only per Personnel / Per month in addition to deduction of proportionate payment in respect of less manpower.
- ii) If the default continues for a period of one month, TSECL may without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the Service Provider or from the Performance Bank Guarantee or file a claim against the Service Provider.
- iii) The Operation & Maintenance work have to be carried out effectively and efficiently. Any lapse as found and notified by the concerned in charge of Sub-Division/Sub-station/Call Centre



or Sr. Manager, will attract a penalty to an extent of @5% of the Monthly Bill value. However, quantum of penalty or waiver of penalty in full or part thereof will be decided by TSECL and will be binding on the Service Provider.

29. EVENTS OF DEFAULT:

Events of Default. Each of the following events or occurrences shall constitute an event of default (“Event of Default”) under the Contract:

- (a) Service Provider fails to pay any statutory duty within the time frame due under the Contracts.
- (b) Service Provider fails or refuses to appoint the no. of personnel as per the contract continues for a period of two Months.
- (c) Service Provider becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Service Provider’s creditors file any petition relating to bankruptcy of Service Provider;
- (d) Service Provider otherwise fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt of written complaint from the concerned Manager/Sr. Manager against the Service Provider for such failure.
- (e) Service Provider otherwise misrepresent any facts, submit the documents which is being fabricated, any act for which the Sub-Division/Sub-station/Call Centre is affecting and any action for which TSECL is incurring losses, and such action shall constitute the event of default.

30. CONSEQUENCES OF DEFAULT:

If an Event of Default occurs and would be continuing, TSECL may forthwith terminate the Contract by written notice.

In the Event of Such Default, TSECL may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions:

- (i) Cancel the contract and Present for payment, to the relevant bank the Contract Performance Bank Guarantee;
- (ii) Recover any losses and / or additional expenses, TSECL may incur as a result of Service Provider’s default.

31. ANNULMENT OF CONTRACT

- 31.1. Failure of the successful bidder to comply with the requirement noted at **Section-II (Scope of Work)** or for violation of any other Clause of the e-tender document shall constitute sufficient ground for the annulment of the award in part or full and forfeiture of the Performance Security in which event the e-TIA may make the award to any other bidder at the discretion of e-TIA or call for new bids.



- 31.2. The contracting agency will be bound by the details furnished to TSECL, while submitting the tender or at subsequent stage. In case, any of such documents furnished by the bidder is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Supplier liable for legal action besides termination of contract.
- 31.3. In case the firm fails to complete the task within stipulated time period, a suitable amount of penalty decided by TSECL will be deducted from the performance security and action will be taken against the firm to recover suitable penalty.
- 31.4. In the event of breach/ violation or contravention of any terms and conditions contained herein by the agency, the agency will be blacklisted in addition to termination of contract.
- 31.5. The e-TIA reserves the right to blacklist a bidder at his discretion for a suitable period in case he fails to honour his bid without sufficient grounds.

32. ARBITRATION

- 32.1. The resultant contract will be interpreted under Indian Laws. Any legal disputes arising out of this are subject to jurisdiction of Agartala only.
- 32.2. Disputes or differences between the e-TIA and the agency, if any, arising under the contract, shall be referred to the arbitration of sole-arbitrator to be appointed by the mutual consent of both the parties. The arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 at Agartala and decision on the arbitrator shall be final and binding upon the parties hereto.

33. FORCE MAJEURE

- 33.1. The agency shall not be liable for forfeiture of its performance security, liquidated damages or termination of default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract if it is the result of an event of Force Majeure.
- 33.2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the e-Tender Inviting Authority either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, strikes, earthquakes and freight embargoes.
- 33.3. If a Force Majeure situation arises, the agency shall promptly notify the e-Tender Inviting Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the e-Tender Inviting Authority in writing, the agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



Section IV
INSTRUCTION TO THE BIDDERS

34. INSTRUCTION TO BIDDERS

- 34.1. Possession of valid Digital Signature Certificate (DSC) and enrolment/ registration of the contractors/ bidders/ agencies on the e-procurement/ e-tender portal (<https://tripuratenders.gov.in>) is a prerequisite for e-tendering. For detailed instruction for online registration and submissions of bid through e-procurement module, the bidders are requested to visit the website <https://tripuratenders.gov.in>
- [(i) <https://tripuratenders.gov.in/nicgep/app?page=HelpForContractors&service=page> and
(ii) <https://tripuratenders.gov.in/nicgep/app?page=BiddersManualKit&service=page>.]
- 34.2. Bidder shall download and carefully read all terms conditions and other contents of the DNIT. Downloaded DNIT has to be uploaded back after signing (ink signed) each page and further signing digitally during uploading as a part of technical bid and as a proof of acceptance of all terms condition in the DNIT. Bidders to note that the very act of using DSC for uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the e-tender.
- 34.3. Bidder(s), in advance, should prepare the bid documents to be submitted as indicated in the e-tender document. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the e-tenders. Bid documents should be scanned with 100 dpi with black and white option.
- 34.4. Do not quote any rate in the BOQ screenshot/ anywhere in DNIT. Bidder has to download the BOQ excel sheet from Tripura tender website and quote the rate and upload the same in the Financial cover only.
- 34.5. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in the cover as specified will result in rejection of the tender.
- 34.6. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
- 34.7. The bidder shall bear all the costs associated with the preparation and submission of the bid. The e-TIA, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.
- 34.8. The time settings fixed in the server side and displayed at the top of the e-tender site will be valid for all actions of requesting, bid submission, bid opening etc. in the e-tender system. The bidders should follow this time during bid submission.
- 34.9. Each bidder shall submit only one bid for the work. A bidder who submits more than one bid (*may obtaining different user ID*) will cause disqualification of all the bids submitted by the bidder.



- 34.10. Resubmission/ Re-uploading of bid is allowed before the date and time of closing of the bid.
- 34.11. Financial Bidding will be only on *administrative and other charges of the Agency concerned for supply of manpower in TSECL*. Consolidated monthly remuneration @ **Rs.8, 000/-** (*Rupees eight thousand only*) to each 'Technical Assistant' will be fixed for the entire period of contract. However, the rates of EPF, ESI and GST will be considered as stipulated by the Government from time to time which will be paid extra by TSECL.
- 34.12. TSECL reserves the right to ask the Outsourcing Agency (Service Provider) to change the 'Technical Assistant(s)' provided by them, if any 'Technical Assistant(s)' does not meet the requirement of TSECL or is not performing duties properly.
- 34.13. The outsourcing agency (Service Provider) shall also furnish undertakings from the 'Technical Assistants' provided to the effect and that they will never claim regularization of services under TSECL, etc.
- 34.14. The Service Provider shall make payment to the 'Technical Assistants' provided by them through DBT by 5th of every following month for which their remuneration is due and after that the Service Provider shall raise an invoice to TSECL along with the proof of payment of remuneration, EPF, ESI, GST, etc. for reimbursement by TSECL.
- 34.15. Replacement of any deployed manpower will be at the discretion of TSECL. Without concurrence of TSECL, agency concerned cannot change any manpower who has already been deployed in TSECL as '*Technical Assistant*'.

35. DOCUMENTS TO BE SUBMITTED ONLINE

- 35.1 **Documents to be kept in "My Document" folder of Bidder:** Documents, as per standard format detailed in bid document, or as per standard dictated by Regulatory/ Statutory bodies, shall be scanned and uploaded along with the bid document as per requirements mentioned earlier.

For ease of bidding, the **bidders shall scan the following documents at 100 dpi resolution and upload them as per the folder structure provided** in his/ her "**My Document**", which is provided free of cost to all bidders, post his/ her registration in the application <https://tripuratenders.gov.in>. This operation is expected to be completed, before commencement of actual bidding by the bidder.

- 35.2 In addition to the documents kept in "**My Document**" folder, **following Documents to be uploaded in the 'Technical Proposal (Cover-I)' folder** [Legible scan copy in PDF format (to be scanned in 100 dpi resolution)]:
- i. **Annexures:** Annexure – 1 to 11 (*duly filled-in*) except **Table – 1** of **Annexure – I** and **Annexure – II** which are to be submitted in complete shape within 3 (three) days of issuance of LOA.
 - ii. **Turnover Certificate:** Turnover certificate of Rs. 1 crore per annum in outsourcing manpower services during last 3 financial years.



- iii. **Experience Certificate:** The bidders must have executed at least **2 (two) orders/** contracts consisting of outsourcing of manpower during the **last 3 (three) financial years**. Aggregated order value must be Rs. **20 lakhs each** (*copies of Agreement/ Work order from client supported by satisfactory performance certificate as documentary evidence may be provided with summary sheet of yearly contractual value*). Execution of the work order shall be supported by successful completion certificate as per **Annexure – 8** from client and bank statement.
- iv. The bidders shall be a registered legal entity, like a company, society, LLP (limited liability partnership), etc. and should be in the manpower outsourcing services since last **5 (Five) years**. Documents in the form of Certificate of incorporation/ registration in support of this are to be provided.
- v. **Power of Attorney:** Power of Attorney/ Authorisation from competent authority for signing of the bid document must be submitted with the bid.
- vi. Memorandum of Association/ Articles of Association/ Trust Deed/ Constitution of the organization

35.3 Financial Bid Documents required during actual Bidding: In addition to the documents kept in “**My Document**” folder, the following documents are also to be uploaded to the e-Procurement application during actual bidding.

- vii. BOQ (Financial Bid)

****Note:** The bidders are requested to first download the BOQ file corresponding to this tender from the <https://tripuratenders.gov.in> and save it without changing the name of the file.

- a. To quote the price, bidders are requested to open the downloaded BOQ file and enable macros on it.
- b. After that they will get an area to quote their price and name of the Farm/ Organization and save it **without changing the name of the BOQ file** (*bidders cannot allow to alter the name of BOQ file*) and upload the same after digital signing.
- c. Bidders are hereby warned not to tamper with the MS-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.
- d. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in the cover as specified will result in rejection of the tender.



Section V
BOQ & ANNEXURES

The main price bid/ BoQ must be submitted online in the provided .xls format only.)





Annexure – 1

TECHNICAL SPECIFICATION AND DETAILS OF REQUIRMENTS

(Note: Bidder has to confirm their acceptance in given sheet and for technical evaluation, this Annexure to be submitted in Technical bid)

The Bidders are required to comply with the following instruction for submission of Technical specifications.

1. Details of category-wise manpower requirement, their desired qualifications, monthly remunerations, etc. is at Clause 2 (Scope of Works).
2. The bidders are required to provide the Bio-data of proposed manpower in the annexed Format (**Annexure - 11**) within 3 (three) days of issuance of LOA and manpower to be deployed within 7 (seven) days after signing the agreement and after getting clearance from TSECL w.r.t. each manpower. Sufficient numbers of additional Bio-data of each category (UR/ ST/ SC) of candidates are to be kept with the agency concerned so that in case of disagreement of TSECL w.r.t. any candidate for what so ever reason; he may be replaced immediately by the agency concerned immediately.
3. Bidders should provide abridged information about the manpower to be offered as per format mentioned below (**Table – 1**) while submitting the Bio-data of the proposed manpower in TSECL.
4. Details of **Technical score** determination is at **Annexure – 2**.

Table – 1: Abridged information about proposed manpower

Sl. No.	Name of the Candidate	Category (ST/SC/UR)	Whether the candidate is Madhyamik or equivalent examination passed as per Clause 2.1.1. (a) [Yes/ No]	Whether the candidate is 2 years ITI in Wireman Trade passed as per Clause 2.1.1. (b) [Yes/ No]	Whether the candidate have a sound health as per Clause 2.1.1. (c) [Yes/ No]	Whether age of the candidate is within 40 years (45 years in case of SC/ST candidates) as per Clause 2.1.2. [Yes/ No]	Remarks, if any
List of UR category candidates (Sl. No 1 to 102)							
List of ST category candidates (Sl. No 1 to 61)							
List of SC category candidates (Sl. No 1 to 33)							



Technical Score Evaluation

Technical score will be determined as follows:

Sl. No.	Evaluation Criteria	Weightage (Total Marks 100)
1	Past Experience of Firm	50
	a. Number of years of firm Firm's years of relevant experience (Max 20 points) <i>above 10 years (20 points)</i> <i>6-10 years (15 points)</i> <i>5 years (10 points)</i>	20
	b. Similar experience as PMA/ Outsourcing Number of cited and referenced works done in past 5 years (Max 30 points) <i>More than 5 works (30 points)</i> <i>3-5 works (20 points)</i> <i>2 works (15 points)</i>	30
2	Presence/experience in Tripura <i>Yes – 20 points</i> <i>No – 0 point</i>	20
3	Financial Strength	30
	Average Annual Turnover in the last 3 (three) years <i>above Rs. 10 crores (30 points)</i> <i>Rs. 5-10 crores (20 points)</i> <i>Rs. 1 crore (10 points)</i>	30
	Total	100



MEDICAL CERTIFICATE OF FITNESS

I hereby certify that I have examined Shri/ Smti _____, a candidate for working in Tripura State Electricity Corporation Limited (TSECL) through agency and cannot discover that he/she has any disease (communicable or otherwise), constitutional weakness or bodily infirmity except _____

I do not consider this a disqualification for working in Tripura State Electricity Corporation Limited.

His/ her age is to his/ her own statement is _____ years and by appearance _____ years.

Place: _____

Signature:

Date: _____

Designation:



Annexure – 4

E-TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:.....

To
The Additional General Manager (DP & C),
Tripura State Electricity Corporation Limited,
Corporate Office, Bidyut Bhavan, North Banamalipur,
Agartala – 799001, Tripura (W).

Sub: Acceptance of Terms & Conditions of e-Tender.

e-Tender Reference No: _____

Name of e-Tender / Work: _____

Dear Sir,

1. I/ We have downloaded/ obtained the e-tender document(s) for the above mentioned 'e-Tender/ Work' from the web site(s) namely: _____ as per your advertisement given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the e-tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/ we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your Corporation too have also been taken into consideration, while submitting this acceptance letter. I / We hereby unconditionally accept the conditions of above mentioned e-tender document(s)/ corrigendum(s) in its totality/ entirety.
4. I/We hereby unconditionally undertake that if, any information or certificate(s) produced by me/ us are found false or tampered or any provisions of this e-tender are found violated, the e-Tender Inviting Authority shall without prejudice to any other right or remedy be at liberty to reject this e-tender/ bid including the forfeiture of the full Earnest Money Deposit (EMD) and invocation of the bank guarantee absolutely at any stage.

Yours Faithfully

(Signature of the Bidder, with Official Seal)



TRIPURA STATE ELECTRICITY CORPORATION LIMITED
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Annexure – 5

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Subject: Authorization for attending Pre-bid meeting/bid opening on ___/___/2019 (date) in the e-tender no. _____

Following persons are hereby authorized to attend the Pre-bid meeting/ bid opening for the e-tender mentioned above on behalf of _____(Bidder) in order of preference given below.

Order of Preference	Name	Specimen signature
---------------------	------	--------------------

I

II

Alternate Representative

Signatures of bidder

or

Officer authorized to sign the bid documents on behalf of the bidder.

****Note:**

1. Maximum of one representative will be permitted to attend Pre-bid meeting/ bid opening. Alternate representative will be permitted when regular representative are not able to attend.
2. Permission for entry to the hall where bids are opened will be refused in case authorization as prescribed above is not furnished.



TRIPURA STATE ELECTRICITY CORPORATION LIMITED

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Annexure – 6

BID FORM

e-Tender No. _____

Dated ____/____/2019

To
The Additional General Manager (DP & C),
Tripura State Electricity Corporation Limited,
Corporate Office, Bidyut Bhavan, North Banamalipur,
Agartala – 799001, Tripura (W).

Dear Sir,

Having examined the conditions of contract and specifications including its all addendum and corrigendum, we, undersigned, offer to provide manpower in conformity with said conditions of contract and specifications for sum of Rs. _____ (*Rupees* _____ *only*) for 12 (twelve) months + _____ (amount of Fee in excess % of total annual remuneration) (Total Bid amount in words and figures).

We undertake, if our Bid is accepted, to sign an Agreement with the Additional General Manager (DP & C), TSECL within next 15 days of accepting the offer. The Agreement will be registered at our expense. We also shall place the manpower to TSECL within 7 (seven) days after signing the agreement.

If our Bid is accepted, we will obtain performance guarantees of a scheduled Bank guaranteed by Reserve Bank of India for a sum not exceeding 10% of the contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for financial Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us. Bid submitted by us is properly prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisday of2019

(Signature)

Signature of.....

in capacity of.....

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Tele No.(s):

Signature.....

FAX No.(s):

Address.....

E-Mail Address:

Witness.....

Signature.....

Address.....



TRIPURA STATE ELECTRICITY CORPORATION LIMITED

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Annexure - 7

PROFORMA OF BANK GUARANTEE FOR CONTRACT SECURITY DEPOSIT

(To be stamped in accordance with Stamp Act)

Ref.

Bank Guarantee No.

Date

To
The Additional General Manager (DP & C),
Tripura State Electricity Corporation Limited,
Corporate Office, Bidyut Bhavan, North Banamalipur,
Agartala – 799001, Tripura (W).

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 (LOA) No.....dated.....and the same having been acknowledged by the Contractor, resulting in a Contract bearing No.datedvalued atfor(scope of contract) and the Contactor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent tobeing% 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 ofas 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



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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 toand it shall remain in force up to and includingand shall be extended from time to time for such period (not exceeding one year), as may be desired M/son whose behalf this guarantee has been given.

Dated this day of20..... at

WITNESS

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

Attorney as per Power of Attorney No. Date

**NOTES:

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



PERFORMANCE CERTIFICATE FORMAT

(On Office Letter Head with complete address, email, contact telephone number & fax number)

Ref. No.....

Date:.....

TO WHOM IT MAY CONCERN

This is to certify that, M/s (Bidders name with complete address) has executed the work/supply order issued by (Work/Supply Order Issuing Authority) vide no..... dated..... (Work/Supply Order No. and date) for (Name of the Work/Supply Order) amounting Rs. (in figures) (*Rupees.....in words*) successfully within the stipulated time frame.

This is also certified that payment(s) to M/s (Bidders name with complete address) has been made after successful execution of the aforesaid work amounting Rs..... vide, (mode of payment with date) respectively.

(Any other Remarks by the Order Issuing Authority.)

Signature of the Client

Name:

Seal:



TURNOVER CERTIFICATE

In reference to e-NIT No. _____ dated _____ of the Additional General Manager (DP & C), Corporate Office, TSECL, I/We hereby confirm and certify that during the financial years FY: 2016 – 17 (i.e. for the year ended 31st March, 2017) , FY: 2017 – 18 (i.e. for the year ended 31st March, 2018) and FY: 2018 – 19 (i.e. for the year ended 31st March, 2019), the Turnover/ Gross Receipt of my/ our firm/ company M/s _____, Office Address: _____ of M/s _____ (Full Name and address of the Company/ Firm) as per Income Tax Return from outsourcing manpower services are as follows:

1. Turnover/ Gross receipts from outsourcing manpower services for the FY: 2016 – 17
Rs. _____ (Rupees _____ only).
2. Turnover/Gross receipts from outsourcing manpower services for the FY: 2017 – 18
Rs. _____ (Rupees _____ only).
3. Turnover/Gross receipts from outsourcing manpower services for the FY: 2018 – 19
Rs. _____ (Rupees _____ only).

I/We also confirm that turnover/ Gross Receipt of the firm/ company M/S _____, Address: _____ during FY: 2016-17, 2017-18 and 2018-19 is not less than average annual turnover of Rs. 1 crore from outsourcing manpower services.

I/We hereby unconditionally undertake that if the information furnished above by me/us are found false or tampered, the e-Tender Inviting Authority shall without prejudice to any other right or remedy be at liberty to reject this e-tender/bid including the forfeiture of the full Earnest Money Deposit (EMD).

Place: _____

Yours Faithfully

(Signature of the Bidder, with Official Seal)

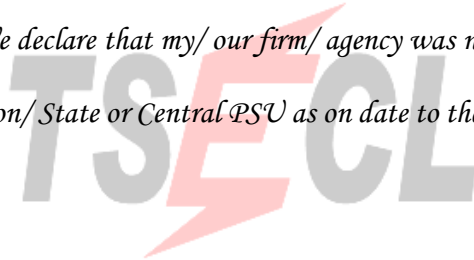
Date: _____



DECLARATION

I/ We....., the authorized signatory of the firm/ agency (name and address)do hereby declare that I have personally gone through the relevant Detailed Notice Inviting Tender (DNIT) and understood all the clauses, specifications of tendered items, instruction of the DNIT and having been fully satisfied I have quoted the rate of the item/items. This is further to certify that I have suppressed no facts in the tender which could debar me to participate into the tender. If it is revealed after opening of the tender that any fact is suppressed by me/ us, tendering authority shall have the right to reject my tender along with other punitive action against me as per terms and conditions of the tender. I do affirm that all the terms and conditions of the DNIT is unconditionally accepted by me.

Further, I/ We declare that my/ our firm/ agency was never been black listed/ debarred by any Government organization/ State or Central PSU as on date to the best of my/ our knowledge and belief.



Signature of the bidder:
Date:



Format for Biodata

Affix recent passport size photograph

A. <u>Personal Information</u>			
1. Name in full	:		
2. Whether Currently Working	:		
3. Present Designation	:		
4. Office/ Department	:		
5. Scale of Pay & Present Emoluments:			
6. Date of Birth	:		
<i>(certificate to be enclosed)</i>			
7. Age as on the last date of receipt of Bid	:		
8. Nationality	:		
<i>(certificate to be enclosed)</i>			
9. Category (ST/SC/UR)	:		
<i>(certificate to be enclosed)</i>			
10. Full address	:		
<i>Address for Communication</i>	:		
<i>Permanent Address</i>	:		
<i>Phone and/ or Mobile No.</i>	:		
<i>Fax No.</i>	:		
<i>Email ID</i>	:		
B. <u>Qualification Details</u> <i>(certificates & mark-sheets to be enclosed):</i>			
a) Educational / Professional Qualification:			
Degree	Name of University/ Institution	Year of passing	% of Marks & Class
i) <u>Academic Qualifications:</u>			
ii) <u>Professional Qualifications:</u>			



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C. Experience: Details of Posts held from time to time:

Sr. No.	Designation	Basic Pay Scale	Name of employer	Period		Experience		Remarks
				From	To	Years	Months	
Total Experience (use separate sheet, if required):								

D. Details of Training undergone, if any

Name of the training program	Institute where training is received	Period of training	Nature of training	Achievement

E. Any other relevant information:

DECLARATION

I, do hereby certify that all the above mentioned information given by me is correct and complete to the best of my knowledge and belief. I am not aware of any circumstance which may impair my fitness for employment in Tripura State Electricity Corporation Limited and if at any point of time any information provided by me is found incorrect, suitable disciplinary action may be taken against me.

I further declare that neither any disciplinary proceeding/ criminal proceeding/ vigilance proceeding is pending against me nor I have ever been arrested/ prosecuted/ kept under detention/ bound down/ find by a Court of Law/ convicted by a Court of Law for any offence/ debarred from any examination or rusticated by any University or any other educational authority or Institution/ debarred or disqualified by any Public Service Commission from appearing at its examinations or selections and even nor any case pending against me in any Court of Law/ University or any other educational authority or Institution at the time of filling up this job application.

Date:

Place:

Signature of the Candidate