



**TRIPURA STATE ELECTRICITY CORPORATION LIMITED
(A GOVT. OF TRIPURA ENTERPRISE)**

**INVITATION TO BID FOR
(DOMESTIC COMPETITIVE BIDDING)**

Name of Work: Rate Contract for Spot energy billing in respect of Medium & Low voltage Consumers under monthly billing system for 01(one) year within the jurisdiction of Electrical Division Jirania under Electrical Circle -II,TSECL, Agartala.

BID DOCUMENT

e-Tender Notice No: DGM/ED/JRN/2024-25/10, Dtd.09.12.2024

Cost of Bid-Document: Rs. 1000.00 (Rupees One Thousand), Non-refundable

Estimated Cost put to the tender: Rs.10,53,972.00

Earnest Money:Rs.21,079.00



TRIPURA STATE ELECTRICITY CORPORATION LIMITED
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NOTICE

Deputy General Manager, Commercial & Tariff on behalf of TSECL invites Technical & Financial e-bids/proposals for finalization of Rate Contract for Spot energy billing in respect of Medium & Low voltage Consumers under monthly billing system for 01(one) year within the jurisdiction of Electrical Division Jirania under Electrical Circle-II, TSECL, Agartala from experienced & bonafied vendors meeting minimum eligibility criteria as specified in the bid document.

E-Tender Notice No.	DGM/ED/JRN/2024-25/10, Dtd.09.12.2024
Name of the Work:	Rate Contract for Spot energy billing in respect of Medium & Low voltage Consumers under monthly billing system for 01(one) year within the jurisdiction of Electrical Division Jirania under Electrical Circle -II, TSECL, Agartala.
Estimated Value put to tender:	Rs. 10,53,972.00 (Rupees ten lacs fifty three thousand nine hundred and seventy two) only
Cost of Bid Document (Online):	Rs.1000.00 (Rupees One Thousand) only, Non-refundable
Amount of Earnest Money (EMD) to be deposited (Online):	Rs. 21,079 (Rupees twenty one thousand & seventy nine) only.
Publishing date:	31.12.2024 at 11.00PM
Document Download Start Date and Time :	31.12.2024 from 11.30 PM



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Document Download End Date and Time:	06.01.2025 upto 1.00PM
Date of Pre-bid Discussion in presence of bidder's representative (online/offline)	On 02.01.2025 at 12.00PM at chamber of the DGM,ED-Jirania, Tripura West
Bid Submission Start date and Time (Online):	31.12.2024 from 1.00PM
Bid Submission End date and time(Online)	06.01.2025 upto 3.00PM
Date of opening of Techno- Commercial Bid and Time and place(Online):	07.01.2025 at 1.00PM at office of the DGM,ED-Jirania, Tripura West
Date and opening of Financial Bid:	Will be intimated later on to the Techno – Commercially Qualified bidders
Website for downloading Bid documents, corrigendum, and addendum	<u>http://tripuratenders.gov.in</u>
Validity of Bid:	180 (One hundred eighty) days from the date of opening of Techno Commercial Bid.

Deputy General Manager



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DISCLAIMER

This Tender Document is not an agreement and is not an offer or invitation by to any Bidder other than one that qualifies based on evaluation of submitted BID. The purpose of this tender document is to provide information to the potential Bidders to assist them in responding to this Tender Document. Though this Tender Document is prepared with sufficient care to provide all required information to the potential Bidders, they may need more information than that has been provided. In such cases, the potential Bidders are solely responsible to seek the information required for, at their own price, Reserve the right to provide such additional information at its sole discretion. In order to respond to the Tender Document, if required and with the prior permission, the potential Bidder may conduct his own study and analysis, as may be necessary. TSECL shall incur no liability under any law, statute, rules, or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the Tender Document. TSECL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document. TSECL is not bound to accept any or all the tenders and reserves the right to reject any or all tenders without assigning any reasons. No applicant shall have any cause of action or claim against TSECL or its officers, employees, advisors, agents, successors, or Assignee's for rejection of tender.



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SECTION: I

INSTRUCTION TO BIDDER (IB)

- ITB. 1.** Tripura State Electricity Corporation Limited (A Govt. Of Tripura Enterprise) hereinafter referred to as TSECL intends to engage service provider on rate contract basis for spot billing having billed consumer strength of 8023nos(approx.) under monthly billing system for 04(Four) nos Electrical Sub-Divisions (viz 1-phase and three phase DOM / COM /INDS /Mobile Tower/Street Light/Kutirjyoti/Private Irrigation& Water Works /Soubhagya consumer), throughout Electrical Division Jirania which may increase from time to time. TSECL invites e-tenders for finalization of rate contract and enlisting of vendors for implementation of Spot Billing in respect of Medium and Low Voltage (M&LV) consumers under monthly billing system within the jurisdiction of Electrical Division Jirania as per detail “Scope of Work” and other terms and conditions are furnished in the different clauses of the bid document.
- ITB.2. Eligibility of Bidders:**
- A)** The Applicant having the MSME(Micro Small & Medium Enterprise) registration of state government / Central Govt. Are also eligible subject to submission of valid documents.
- B)** The Individual worked as a supervisor of Energy Billing related activities under any Energy Billing agency for last 01(One) year may also apply, Subject to submission of proper performance and experience certificate from the last employer.
- Following are the credentials for eligibility of Bidders:**
- ITB 2.1** The bidder having its registered office in India & meets all the qualifications, experience and requirements set forth in the bidding documents may submit the bid. The service provider must be either Partnership Firm or Company registered under Companies Act.
- ITB.2.2.** Average annual Turn Over for last three financial years i.e. for year2021-22, 2022-23, 2023-24 shall be not less than 30%. Separate certificate of auditor and tax auditor must be submitted.



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ITB.2.3. The bidder should not have been blacklisted from any Govt. organization across India in last five calendar years and undertaking in this regard shall be provided by the authorized signatory of the bidder. During contract period if the undertaking submitted by the vendor is found to be false, the order issued on the vendor shall be terminated with the forfeiture of the BG.

ITB 2.4 Participating vendors must have working experience of carrying out spot billing activity through Android base smart phone for at least 02(two)years prior to online bid submission of this instant tender under any DISCOM in INDIA. Relevant order copy and experience certificate mentioning the LOA reference number and number of consumers covered per month, from the ordering authority to be submitted.

Or

Bidder should have been in the Service of providing human resource for at least in last 02 (two) years and Bidder should have provided human resource for at least 06 (Six) month.

. The bidder should submit the relevant records (Purchase Orders & Completion/Performance Certificate) as proof against the same.

ITB 2.5. Valid GST Registration.

ITB 2.6. Valid Pan Registration & copy of IT Return of last three years.

ITB 2.7. Valid & relevant Trade License and Registration Number of the company.

ITB 2.8. Valid P.F. / ESI (where applicable) Registration.

ITB 2.9. The bidder having its registered office in India meets all the qualifications, experience and requirements as stated above may submit the bid.

ITB 2.10. All the existing spot billing vendors under TSECL are eligible to participate in the tendering process considering their stipulated performance parameter as per provision of existing order copy or LOA subject to fulfillment of other terms and conditions of the instant NIT.

ITB 2.11 Existing spot billing vendors working as sub-vendor/Sublet vendor under TSECL only, for last three years will be eligible to participate in the tendering process as sole bidder or as consortium. Must submit the performance certificate or agreement copy substantiating that they are working as sub-vendor/ sublet vendor of anyone of the existing spot billing vendor of TSECL. In case existing



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sub vendor/ sublet vendor participating as JV/Consortium, then they must submit JV/Consortium agreement, which must be executed before participating in the tendering process.

ITB 2.12 **Total turnover of the consortium bidders should full fill the turnover criteria as stated in ITB 2.2. However sub-vendor/sublet vendor participating as sole bidder must full fill the turnover criteria stated in ITB 2.2.**

ITB 2.13 **Consortium in other form or between any other agency except specified in clause ITB 2.11& ITB 2.12 will not be acceptable at all and will be summarily rejected.**

ITB 3 **Cost of Bid: -**

The Cost of Bid shall be online mode, there shall not be offline mode will entertain.

ITB.4 **Issuance of Bid documents: -**

Intending Bidders desirous to participate in the tender are to log on to the website <http://tripuratenders.gov.in> for downloading bid documents. Bid document shall not be issued from the tendering authority Office.

ITB.4.1. It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable for all matters pertaining to this contract including, in particular, all factors that may affect the cost, duration and execution of the work.

ITB.4.2. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. Any claim, whatsoever, including those for financial adjustments to the contract, once awarded under these documents will not be entertained. Neither any change in time schedule of the contract nor any financial adjustments, arising thereof, shall be permitted by, which are based on the lack of such clear information of its effect.

ITB.4.3 Any evidence of unfair trade practices, including overcharging, price fixing, cartelization etc. as defined in various statutes will automatically disqualify the bidders. Repeated occurrence of such evidence of above tender may also be viewed seriously by the authority and penal measures, as deemed fit, would be imposed on such tender.



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ITB.4.4 The bid shall include all the information as per bid document.

ITB.4.5 The bidder shall have to bear all the costs associated with the preparation and submission of bid and in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

ITB 5 **Formation of cartel & penal Measures:**

Any evidence of unfair trade practices, including overcharging, price fixing, cartelization etc. as defined in various statutes, will automatically disqualify the parties. Repeated occurrence of such evidence of above renderers may also be viewed seriously by the TSECL authority and penal measures as deemed fit would be imposed on such bidders.

ITB.6. **General Guideline for e-Tendering:**

Instruction/Guidelines for electronic submission of the tender have been mentioned below for assisting the bidders to participate in e-Tendering.

ITB.6.1 Intending Bidders desirous of participating in the tender are to log on to the website for the tender and can be searched by typing in the search box of the website & will have to be enrolled & registered with the e-Procurement system.

ITB.6.2 Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt. of India (viz. n Code Solution, Safe script, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

ITB.6.3 Tenders are to be submitted online and intending bidders are to download the tender documents from the website stated above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given in "Instructions to Bidders".



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ITB.7. Key Dates:

Schedule of Date for e-Tendering:

Sl. No.	Activity	Date & Time
1	Publishing Date	31.12.2024 at 11.00PM
2	Document Download start date	31.12.2024 from 11.30 PM
3	Seek clarification start date	01.01.2025 from 12.00PM
4	Seek clarification end date	02.01.2025 upto 11.00PM
5	Date of Pre-bid Meeting	On 02.01.2025 at 12.00PM at chamber of the DGM,ED-Jirania, Tripura West
6	Bid submission start date	31.12.2024 from 1.00PM
7	Bid submission end date	06.01.2025 upto 3.00PM
8	Document download end date	06.01.2025 upto 1.00PM
9	Techno commercial Bid opening date	07.01.2025 at 1.00PM
10	Financial Bid opening date	To be intimated later

NB: If any “Strike” or “Holiday”, falls on any of the scheduled date as mentioned above, then the next working day (between mentioned working hours) shall be considered as scheduled date and schedule time

Deputy General Manager



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ITB.8. Pre-Bid Discussion:

ITB.8.1 Pre bid discussion will be held at as per schedule indicated in “Key Dates Clause” above to clarify the queries, if any, from the vendors in respect of the tender. Vendors may participate (maximum two persons) in the said meeting for any such clarification.

ITB.8.2 Non-attendance at the pre- bid discussion will not be a cause for disqualification of the bidder.

ITB.9. Clarification of Bidding Documents:

If there be any discrepancy or obscurity in the meaning of any clause of the bid document, such queries must be sent to the Tendering authority in written/ e-mailed at least three days prior to the date of Pre-bid discussion. Such query received from vendors prior to Pre-bid discussion shall only be discussed in the Pre-bid discussion. If any changes are decided in pre-bid meeting the same will be uploaded in the e-portal and no other communication shall be made afterwards on the issues discussed in the pre-bid meeting. The clarification given in pre-bid discussion shall be final and binding on the bidder and the minutes of the pre-bid meeting will be treated as integral part of NIT.

ITB.10 Amendment / Addenda of Bidding Documents: At any time, prior to the deadline of submission of Bid, TSECL may, for any reason, modify the Bidding Documents by issuing addenda / Amendments/ Corrigendum and the same will be uploaded in the e-portal only in due time. TSECL shall not have any obligation to inform the vendor through any other mode of communication. Such Addenda / Amendments/ Corrigendum shall be binding on the bidders and will be given due consideration by the bidders while submitting their offer with enclosing such Addenda / Amendments/ Corrigendum.

ITB.11. Language of the Bid: The bid so prepared by the bidder and all other correspondences and documents relating to the bid, exchanged by the bidder and, shall be written in English Language only.

IB.12. Period of validity of Bid: The bid shall remain valid for acceptance up to 180 (One hundred eighty) days from the date of opening of Techno-Commercial bid of the tender. Vendors may be requested to extend Validity of their bid beyond 180 (One hundred eighty) days if required so, without any change in their offer.



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ITB.13. Earnest Money (Bid Guarantee)

ITB.13.1 Earnest money shall be deposited online mode only with a refundable.

ITB.13.2 The EMD as Bid Guarantee is to be submitted in online mode. The EMD(Bid Guarantee) shall be interest free & shall remain valid initially for a period of 180 days from the date of opening of Techno Commercial Bid of the bid document, with a claim period of 90 days thereafter.

ITB.13.3 The EMD(Bid Guarantee) of the unsuccessful Bidder/ Bidders, will be returned within one month from the date of placement of order on the successful Bidder/ Bidders.

ITB.13.4 The successful bidder/bidders, on whom rate contract order would be placed from TSECL, shall extend the validity period of Bid Guarantee for a period of another six months with a claim period of 90 days thereafter within 15 days from the date of placement of such rate contract order. The said 'Bid Guarantee', of the successful Bidder/ Bidders, will be returned within 15 (fifteen) days from the date of acceptance of Performance Guarantee to be submitted at the tendering authority offices as per clause **GCC 21** of bid document.

ITB.13.5 No interest shall be payable on above Bid Guarantee (EMD).

ITB.13.6 The Bid Guarantee (EMD) shall be forfeited for any of the following reasons:

ITB.13.6.1 If during the period of bid validity, the bidder withdraws or modifies the bid in part or as a whole.

ITB.13.6.2 If the successful Bidder/ Bidders fails/fail to accept the order unconditionally as per "Acceptance of Order" clause of bid document or fails/fail to furnish the Performance Bank Guarantee as stipulated in PBG clause of bid document.

ITB.13.6.3 If the successful bidder / bidders fail to extend the validity period of Bid Guarantee as per "Bid Guarantee" Clause of bid document.

ITB.13.6.4 If any cartel is formed by the tendered in their quotation.

ITB.14. To be qualified for evaluation and finalization of contract, Bidder/ Bidders shall submit a written power of attorney, authorizing the signatory of the Bid to act on behalf of the Bidder



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- ITB.15.** All the pages of the bid and where, entries/ amendments have been made, shall be signed by the person/persons signing the bid.
- ITB.16.** The complete bid shall be without alterations, interlineations, or erasers, except those to accord with instructions issued by TSECL or as necessary to correct errors made by the bidders, in which case such corrections shall be initialed by the person/persons signing the bid. Bids not duly signed shall be treated as canceled.
- ITB.17. **Mandatory Condition:**** The bidder shall provide documentary evidence satisfactory & acceptable to establish that they have the requisite credential, capability, and experience to handle the contract and meet requirements of all the Mandatory Conditions indicated in **ANNEXURE-IV & V**.
- ITB.18. **Submission of Bid: Bids shall be submitted as under:****
- ITB.18.1** Tenders are to be submitted online through the website **<http://tripuratenders.gov.in>**. Only and no other mode of submission of bid will be accepted. All the documents uploaded by the Tender Inviting Authority to form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for, in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders - one is Technical Proposal, and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- ITB.18.2** The bidder needs to download the Forms / Annexure, fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid.
- ITB.18.3** The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.



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ITB.19 Technical Proposal:

The Technical Proposal shall contain scanned copies and/or declarations in the following standardized formats in two covers (folders).

ITB.19.1 Folder-1: Copy of NIT, addendum/corrigendum, experience certificate, work order ,LOA etc along with under takings (**ANNEXURE-I & ANNEXURE-II**) and also original Bid proposal(**ANNEXURE -III**) are to be submitted in details in **folder-1**.

ITB.19.2 Folder-2: Credentials and documents in support of mandatory conditions as well as enclosed format vide **ANNEXURE-IV and ANNEXURE-V** must be filled & submitted in folder-2.

ITB.19.3 Financial Proposal:

The financial proposal should contain the following documents in one cover (folder)named as Financial Proposal Folder. Pro-forma is enclosed as **Annexure-VIII** for reference; **please do not quote in the pro-forma**.

ITB.19.4 Bill of Quantities (BOQ):

The bidder is to quote the Price online space marked for quoting Price in the BOQ. It will be mandatory to quote per consumer reading and billing rate for the consumer and partial quoting/incomplete quoting will be summarily rejected in spite of opening of price bid.

ITB.20 Conditional and incomplete tenders are liable to summary rejection.

ITB.21 Late Submission of Bid: Bidder shall take all possible measures to submit the bid within the schedule date & time at specified location prescribed elsewhere in the bidding document. Late submission of bid for whatsoever reason shall not be accepted.

ITB.22 No price preference will be allowed to any tenderer based on the size of the industry or its geographic location. Co-operative Society will not be considered with separate status.

ITB.23 Opening and evaluation of tender

ITB.23.1.1 Opening of technical proposal:



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Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.

- ITB.23.1.1** All bids found to be responsive in respect of “**Mandatory Condition**”& other qualifying requirements as detailed in the bid document. Bids which do not satisfy the “**Mandatory Condition**” and qualifying requirements will not be considered for technical evaluation.
- ITB.23.1.2 Techno-Commercial Evaluation:** Only those techno commercial bids, qualifying the requirements of previous clauses ITB.23 will be opened. Decrypted (transformed into readable formats) documents in the folder will be downloaded for the purpose of evaluation. These bids will be examined and assessed for the techno commercial, performance and management capability of the bidder.
- ITB.23.1.3** The bidder shall not take any commercial deviation from the stipulation of Bid document. If the bidder takes any commercial deviation, his Bid may be liable for rejection.
- ITB.23.1.4** The summary list of bidders, whose bids will be found techno-commercially eligible, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the techno-commercially qualified tenderers.
- ITB.23.2. Opening of financial proposal (Price Bids).**
- ITB.23.2.1** Financial proposals submitted by the tenderers in the prescribed BOQ and declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- ITB.23.2.2** No deviation in any form in the price-bid sheet is acceptable.
- ITB.23.2.3** The encrypted copies will be decrypted, and the rates will be read out to the bidders remaining present at the time of opening of bid.
- ITB.23.2.4** After opening of the financial proposal the preliminary summary result containing inter-alia, name of bidders and the rates quoted by them will be uploaded. The Tender Accepting Authority may ask any of the tenderers to submit analysis of their quoted rate.



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- ITB.23.2.5** For any discrepancy in the amount of figures and words, the quoted amount in figure will prevail.
- ITB.23.3. Evaluation and Comparison of Bids (Price bids)**
- ITB.23.3.1** Evaluation and finalization of rate shall be made on the rate per consumer only comprising of activity as per BOQ.
- ITB.23.3.2** Rate to be quoted inclusive of all taxes including GST.
- ITB.23.3.3** The-bidder shall indicate the above prices clearly in the respective price schedule i.e. in BOQ.
- ITB.23.3.4** Condition if any offered by any Bidder shall be outside the purview of commercial terms & Conditions & shall not be considered during Bid evaluation.
- ITB.23.3.5.** No separate charge will be paid extra. Any variation, up or down, in taxes & duties or any new levy introduced subsequent to bid opening will not be considered for comparison of bids.
- ITB 23.3.6** The bidder will not be allowed to attach any techno-commercial terms and conditions in the '**Price Bid**' offer. Attachment of any kind of Techno Commercial Terms & Condition in the Price Bid offer shall lead to cancellation of bid.
- ITB.24. Variation during execution:** Number of Sub-Division may vary during course of execution of the contract as per actual requirement and decision by TSECL. The controlling officer shall communicate such variation of quantity to the successful bidder in writing. The unit price to be quoted by the bidder and incorporated in the order would remain valid for such variation of quantity. Total no. of consumers may increase **approximately 10%** per year which shall also come under spot billing.
- ITB.25. Time Schedule:** The basic consideration and the essence of the Contract shall be strict adherence to the time schedule as it will be specified in the contract for supply & services in LOA (Letter of Award) to be issued for 100% roll-out.
- ITB.26. Procedure for engagement of vendor:**
- ITB.26.1.** The Vendors must quote price considering the following components.
- ITB.26.1.1.** Overhead cost if any.



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ITB.26.1.2. Profit

ITB 26.1.3 Rate shall be net and firm for the entire period of contract.

IB.26.2. TSECL shall finalize the rate per reading and billing and list of vendors for spot billing work. Rate contract order along with the list of vendors including the area of coverage shall also be issued from his end.

IB.26.3. Execution order shall be issued by TSECL for 100% rollout.

IB.26.4. In case of cartel rate of L1 bidders, it has to be treated as a evidence of unfair trade practices, including overcharging, price fixing, cartelization etc . Henceforth particular bids of L1 bidders will be rejected.

ITB.27. Price:

ITB.27.1. Price offer shall be submitted in the BOQ only.

ITB.27.2. No deviation in any form in the Price Bid Sheet is acceptable.

ITB.27.3. No separate price for software shall be quoted as the same will be provided by TSECL.

ITB.27.4. Rate to be quoted will be firm for entire period of oneyear's contract.

ITB 27.5 Partial quoting of rate in the BOQs or non-quoting of rate in any of the line item in the BOQ will be treated as non-responsive and entire bid will be rejected.

ITB 27.6 The Rate per Consumer shall remain firm during the respective entire years of operation.

ITB.27.7. The 'Rate per Consumer' of billing, as described in details format in **BOQ**. Including GST described in details format in **BOQ**.

ITB.28. Taxes, Duties and other levies:

ITB.28.1. The bidder shall be solely responsible for the taxes that may be levied on the vendor's persons or on earning of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against the employer. The TSECL shall not take any responsibility whatsoever regarding taxes under Income Tax Act, for the contractor or his personnel.



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ITB.28.2. Quoted rate shall include all the taxes & duties including GST. GST shall be payable by TSECL over & above the contracted rate on submission of documentary evidence, as per applicable rules & procedure.

ITB.29 Total Contract Period:

Validity of Contract: The validity period of the contract shall be 1(One) year from the date of issue of LOA. TSECL may consider extension of contract for duration of two(1+1) year as per same rate and terms and conditions subject to satisfactory performance. Performance of the work will be assessed every six months as per Graded Scale of Performance Assessment as per prescribed format

ITB.30.Statutory Obligations: Statutory obligations as per law of the land are to be complied with P.F., ESI, Employee's compensation, Bonus, Minimum wages, for the persons as published by Labour Commissioner, Govt. of Tripura etc. are to be paid to the persons involved in spot billing activity. In non ESI areas the vendor has to arrange for Medical Benefit to the Employees engaged by them and or arrange for Mediclaim policy/ appropriate insurance policy for the benefit of the employees engaged by them from any of Insurance Companies controlled by Insurance Regulatory Development Authority.

ITB. 31. Statutory obligations as per law of the land' shall mean the provisions of following Acts including the latest amendments and / or replacement, if any:

ITB.31.1 Electricity Act, 2003 and Rules & Regulations and amendments made thereunder.

ITB. 31. 2 The Industrial Dispute Act, 1947 and rules & Regulations and amendments made there under.

ITB.31.3 Contract Labour (Regulation and Abolition) Act 1970 and rules & Regulations and amendments made thereunder and other Labour Laws applicable

ITB.31.4. EPF & Miscellaneous Provisions (MP) Act 1952 and Rules & Regulations and amendments made thereunder.

ITB.31.5 Employees' Compensation Act'1923 and Rules and Regulations and amendments made thereunder.



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- ITB.31.6** Child Labour Prohibition & Regulation Act'1956 and Rules & Regulations and amendments made thereunder.
- ITB. 31.7** Minimum Wages Act'1948 and Rules and Regulations and amendments made there under. Minimum wages as mentioned under Schedule of employment in the category of Construction & Maintenance of roads or in building operation issued time by time by labour Commissioner, Govt of Tripura, will be applicable for this contract and the deployed manpower for execution of Spot billing job will be given minimum wages as per this category. Categories of workman deployed in the spot billing job are appended as below.
- Minimum Rate/Consumer must be maintained as per approved rate of TSECL**
- Meter reader- Skilled category(Minimum Qualification:Madhyamik passed)**
- ITB 31.7.1 Travelling allowance-** No Travelling allowances to be paid extra to the meter readers deployed by Agency.
- ITB 31.8.** Payment of Bonus Act'1965 and Rules and Regulations and amendments made there under
- ITB 31.9** Employees' State Insurance Act'1948 and Rules and Regulations and amendments made there under.
- ITB 31.10** Payment of Wages Act'1936 and Rules and Regulations and amendments made there under.
- ITB 31.11** Spot billing vendor will be governed by **Section 65 and Section 66 of Indian IT Act 2000** in terms of Data protection, privacy and hacking of data.
- ITB 31.12** **P.F. Code No. &Labour License:** The successful vendors shall submit the TSECL necessary PF code no. and labour licence from Govt. of Tripura, and they shall take ESI registration (where ESI is applicable) including individual labour wise registration after obtaining order / engagement of labour for the spot billing.
- ITB 32.** **Issue of Letter of Award (LOA):** TSECL will award the contract to the L1 vendors.



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ITB 33. Acceptance of Order:

The successful vendor shall submit written unconditional acceptance of the rate contract order and subsequent LOA issued by TSECL within 7 (seven) days from the date of issue of the rate Contract Order/ LOA. Such letter shall be super superscripted as “**Acceptance Order**”. In case of non-compliance, TSECL reserves the right to cancel the order with forfeiture of Bid Guarantee & get the job done, through other vendor, at the sole discretion of TSECL.

ITB 34. Right to reject 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 the reason for this action.

ITB 35. Communication:

**The intending vendors, for communicating regarding this job may use
the following modes:**

**The D.G.M,
JiraniaElectrical Division.
TSECL,
Mobile No:9436134831
e-mail:dgmjirania.tsecl@gmail.com**

ITB.36. Representative of Vendor:

ITB.36.1. The successful vendor is required to nominate one officer for each Division, exclusively for this job from commencement to completion as a Nodal Officer to be stationed at Division, with whom TSECL will contact on all matters related to this order.

ITB 36.2. The vendor has to specifically furnish to TSECL, the name, designation, Telephone no. including mobile no., email address of such person.

ITB.37. Reserve the Rights:

To take care of unexpected circumstances, TSECL shall reserves the rights for the following:

ITB.37.1 Extend the closing date for submission of the bid proposals.



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- ITB.37.2** Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders.
- ITB.37.3** To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bids for all or anyone or more for which bid has been invited.
- ITB.37.4** Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.
- ITB.37.5** Make enquiries of any person, company, or organization to ascertain information regarding the bidder and its proposal.
- ITB.37.6** Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.

Note: Direct or indirect canvassing on the part of the bidder or his representative would be a disqualification.

ITB.38.0. Sub-letting of Contract:

No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the tendering authority through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient to discharge for any of the purposes of the contract.

The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of tendering authority.

ITB.39.0. Re-Invitation of Tenders/Bids:

Re-invitation of bids would generally be avoided by the tendering authority. However, in case, higher prices than prevalent market rates have been received in the bidding process or considerable changes in specifications, terms and conditions are required to be made as a result of discussion in pre-bid conference or otherwise, re-invitation of bids shall be done.



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ITB.40.0 Signature of Bidder:

- ITB.40.1.** The bid must contain the name, address and place of business of the person or persons making the bid and must be signed and sealed by the Bidder under his usual signature. The name(s) of all the persons signing should also be typed or printed below the signature.
- ITB.40.2.** Bid by a partnership must be furnished with full names of all partners and be signed with the partnership firm name, followed by the signature (s) and designation (s) of the authorized partner (s) or other authorized representative (s).
- ITB.40.3.** 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.
- ITB.40.4.** A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his principal will be liable to be summarily rejected. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- ITB.40.5.** The Bidder's name stated on the proposal shall be exact legal name of the firm.
- ITB.40.6.** To be qualified for evaluation and finalization of contract, Bidder/ Bidders shall submit a **written power of attorney**, authorizing the signatory of the Bid to act on behalf of the Bidder.
- ITB.40.7.** Erasures or other changes in the bid documents shall bear the initials of the person signing the bid. Bids not conforming to the above requirements of signing shall be disqualified.
- ITB.40.8.** Change of Nomenclature or Corporate structures of the successful vendor is to be communicated with proper documents to the Ordering authority/ Controlling Officer well in advance for continuance of the contract.



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SECTION: II

Scope of Work [SW]

The scope of work consists of Meter Reading and Spot billing at the premises of the consumers via **GPRS based GPS enabled Android Smart phone** and generate bills via **Bluetooth printer** through the outsourced agency. The reading of meters and the spot-billing is to be carried out on monthly basis, as per the schedule given to the Agency by TSECL. Carrying out spot billing activity at consumer premises in different ESDs shall be made under the guidance of the Sr Manager/Managers. In case of any difficulties for spot billing for any ESDs, the same shall be brought to the notice of respective Sr. Manager/Manager.

The project implementation of spot billing shall be carried out in the following manner: -

SW.1. Spot billing in consumer premises:

SW.1.1.1 The vendor shall prepare billing **ESDs** wise Route Map for LT consumers under scope of spot billing before starting of meter reading. This route map shall be uploaded in the handheld mobile device and shall be used to prompt the next LT Consumer automatically as per route map, post completion of the spot billing activities for one LT consumer. Any new connection / addition shall be promptly updated in the existing walking sequence data base. The list of new consumers shall

I be provided by the respective Sr. Manager/Manager of concerned ESD's.

SW.1.2 Preparation of Meter reading schedule and placement to respective Sr. Manager/Managers for approval, prior to taking readings. The schedule approved by the Sr. Manager/Manager only shall be maintained for reading and billing purpose.

SW.1.3 The vendor shall download consumer data related to previous reading etc. in the intelligent device before generation of bills. Data related to consumer details, bill details, meter details and any other data required for generation of bills shall be available from the ESDs.

SW.1.4. The vendor shall perform meter reading at consumers' premises at all locations and generate energy bills at the spot **via portable**Bluetooth printer with incorporation of that reading in the spot billing machine as per latest tariff of TSECL and using the



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latest software provided by TSECL. They shall print energy bills in pre-printed stationery at the spot and hand over the **same to consumers with proper acknowledgement against delivery of each spot bill** when the same is taken. Printing of the bills shall be such that the bills delivered to the consumer might have to be preserved as record for long period for any future correspondence. Spot bills shall be generated for **Single phase meter/3-phase** Consumers class of consumers. If the consumer premises is found locked during the time of meter reading the meter reader shall visit in subsequent 2nd occasion as a 2nd attempt for reading & billing of the same consumer and this is to be informed to respective ESDs for further course of action. If the mailing address is different than consumers' address of actual connection, then in such cases vendor shall deliver bills to the mailing address well within the due date for which no extra cost shall be paid.

- SW.1.5. Capturing legible picture of the respective meter showing meter Number and meter reading in the same frame including the defective meters is mandatory.** If the consumer premises is found locked during the time of meter reading, the door locked picture should be capture by the meter reader. Such photos shall have to be taken in every billing cycles as scheduled by Managers/Sr. Managers. In case of change of meter, the photo of the new meter shall have to be taken accordingly. The picture file shall have the time stamp also. The picture will be saved in local data base. **The Manager/Sr. Managers shall ensure 100% checking of uploaded images in this regard to the respective Divisional Manager.**
- SW.1.6. The Spot billing device as supplied by TSECL should be GPRS based GPS enabled to identify reading / billing location and side by side to track the location of meter reader on real time basis for monitoring purpose. The charge for usage of data towards communication through GPRS shall be borne by the TSECL. Monitoring will be done from ESDs & Division office premise.**
- SW.1.7. Stamping of locational latitude and longitude of the consumer premises and time of meter reading, over the spot bill is mandatory.**
- SW.1.8. To capture mobile number of the consumers through Android base smart phone via designated software for necessary storage in the TSECL database is mandatory.**



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- SW.1.9.** Transfer of data to the server for updating billing information after generation of spot bills at consumer premises within twenty-four (24) Hrs. from generation of bill.
- SW.1.10.** **In case of breakdown of link of ESDs data has to be up/downloaded from nearest ESD/Division or through GPRS Connectivity**
- SW.1.11.** Entry of all spot billed meter reading in the respective Register of each consumer at ESDs within one month from the date of generation of bill and maintenance of the same shall be the responsibility of the vendor.
- SW.1.12.** Register maintenance of all unbilled consumers, sorting out of all locked bills, average bills, minimum charge bills etc. The list of such consumers along with their present reading and other particulars if any shall be handed over to the respective Manager for further action.
- SW.1.13.** In case of any problem in generating Consumer's bill through smart phone due to reason like defective meters / non availability of data base in spot bill device like new meter installed in the circuit replacing old one/ change of location/door lock/ advance reading or any other such reason, the meter reader would collect the meter reading from the respective premises of the consumer & would take action towards raising of bill from the ESDs as per instruction of the Manager & subsequently deliver the bills to the consumers at least 7 days prior to the due date. Necessary entries at ESDs would be made by the Administrator engaged by the vendor as per direction of the Manager. Payment to the vendor would be paid as per same unit rate as per LOA for delivering of such bills with the condition that, Vendor would take up appropriate actions with the respective ESDs and to ensure that the bills of the said consumer in next cycle should be raised through Spot bill device only.
- SW.1.14.** Collection of all such locked bills, average bills, regenerated bills etc. from the respective ESDs & delivery to the respective consumers.
- SW.1.15.** Category wise average monthly unit consumption of ESDs based on last twelve month's consumption will be worked out by the Manager of respective ESDs and the vendor shall have to maintain the datum level of that average consumption.



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SW.1.17. Vendor shall complete the meter reading and spot billing within stipulated time of each month so that due date shall be as per schedule.

Range of meter reading per month per meter reader should be maximum 1900nos, 1400nos & 1100nos for all the Urban, Semi urban & Remote areas respectively.

SW.1.18. Submission of Billing report signed by the respective Administrator of Vendor to the respective Revenue Manager of TSECL.

SW.1.19. Meter readers also note down the following incriminating point and give report to the Revenue Managers of the concerned ESDs

1. Consumers not in the billing cycles.
2. Meter found missing.
3. Meter having different serial numbers and make.
4. Meter without seal or seal tampered.
5. Meters without terminal cover.
6. Meter not accessible (Separate list to be provided).
7. Suspected of bypassing/ illegal consumption of power.
8. Load to be enhanced.
9. Category to be changed.

SW.2. **Providing barcode on spot bill: -**

SW.2.1 The spot bills shall be provided with barcodes such that the barcodes should be accurately readable with a handheld barcode reader and bar code scanner.

SW.2.1 The barcode shall be for consumer ID Only.

SW.2.2 The quality of the paper for printing spot bill with barcode shall be as per specification as annexed herewith **as annexure- IX** such that the bill can be preserved at least six



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months with all printed data and the barcode shall be readable during the period of preservation (six months).

SW.2.4 Identification of the household having an electricity connection but not in the billing data base.

The vendor shall identify the household having an electricity connection but not in the billing data base but enjoying service of TSECL and also those consumers appearing in master card or billing system but physically does not exist in the circuit. The vendor shall submit the list of such consumers to the respective Manager of respective ESDs for verification, so that the same consumers can be included in billing system.

SW.2.5. Necessary Software will be provided by TSECL to the handheld billing device. No other software other than the billing software provided by TSECL shall run in the device.

SW.3. Reports to be submitted:

SW.3.1. Reports to be submitted after completion of reading of each ESD's:

SW.3.1.1. List of consumers having no meters, defective meters, stop meters and burnt meters, found locked or where bills could not be raised due to other problems with specific reason.

SW.3.1.2. Date wise class & category wise, Consumer no. wise previous reading, present reading and demand raised in terms of units & money separately for each billing zone and subtotal must be drawn against that.

SW.4. Deliverables (TSECL Scope):

SW.4.1 Stationary, consumables, bills as per pre-approved format by TSECL.

SW.4.2 100 % Android smart phone and blue tooth printers and other accessories for spot billing activity with 10% Spare shall be the scope of TSECL.

SW.4.3 TSECL existing PC and printer in each ESDs shall be used.



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SW.5. Manpower:

- SW.5.1. The successful vendor is required to nominate one officer in Division office, exclusively for this job from commencement to completion as a Nodal Officer to be stationed at Division office, with whom TSECL will contact on all matters related to this order. The vendor has to specifically furnish to TSECL, the name, designation, Telephone no. including mobile no., email address of such person.
- SW.5.1.1 The successful vendor is required to
- SW.5.2. The vendor shall deploy adequate manpower for carrying out Spot billing work as per schedule. However, the vendor may engage manpower beyond normal working hours and on Sundays and Holidays, if required, to complete the work as per schedule. In that case, prior permission from respective Revenue Manager or Sr. Manager shall have to be taken.
- SW.5.3. TSECL has the right to instruct (Verbal/Written) the vendor to change the vendor's worker in case the workmanship conduct or speed of the work is not satisfactory. The vendor shall comply the instruction within 3 (Three) working days from the date of receipt of such instruction from the TSECL.
- SW.5.4. The vendor shall issue photo identity cards to entire workforce indicating particulars of the meter reader. A copy of identity card should be given to the controlling officer (Sub-Divisional Manager).
- SW.5.5. The vendor shall report to the respective Revenue Manager/Sr.Manager for any Administrative Problem/Software problem/net connection problem during execution of the job.



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SECTION-III

General Conditions of Contract [GCC]

GCC.1. General Terms:

- GCC.1.1. For timely completion of the job, TSECL reserves the right to divide/split/modify/cancel the entire job during placement of order without showing any reason whatsoever.
- GCC.1.2. The bidder must furnish all the information as required regarding their offer.
- GCC.1.3. Under no circumstances participation of any sub-vendor in the tendering process will be entertained.
- GCC.1.4. The bidder shall satisfy TSECL with his ability to complete the works positively within the stipulated time.
- GCC.1.5. Bidders are encouraged to make the maximum use of resources (like manpower except hardware) available locally in Tripura, provided that these meet the technical requirement as specified.
- GCC.1.6. All correspondence, documents, and Bid, exchanged between the Bidder and TSECL shall be written in English language. Failure to comply with this request may disqualify a bidder.

GCC.2. Job Scheduling: -Commencement of billing must be started **from 1st day of every month** as per details below:

GCC.2.1. Manpower Mobilization: -

- GCC.2.1.1. The vendor shall provide training on activities to be performed.
- GCC.2.1.2. The work of deployment of manpower should have to be started immediately after acceptance of the rate contract order in such a manner, so that spot billing job can be started as per '**time schedule**' as mentioned **ITB.25**. from the date of issue of LOA from TSECL.
- GCC.2.1.3. **Hardware's:** Hardware viz. Android base smart phone, PCs, Printers are to be provided by the TSECL as per requirement of Scope of Work. The maintenance of all these items is TSECL responsibility. TSECL shall arrange UPS / raw power, LAN



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connectivity for PC, Printer etc. Necessary furniture required shall also be provided by TSECL. PC should be provided at every ESDs where leased line connectivity is available for transfer of data.

GCC.3. Command Area: Spot Billing System would be implemented in 04 (four) nos TSECL ESDs under Electrical Division Jirania.

GCC.4. Liquidated Damage: The basic consideration and the essence of the contract shall be strict adherence to the time schedule of LOA and TSECL reserves the right to repudiate the contract if the Contractor fails to complete the job within stipulated period as stated in **clause ITB 25** "Time Scheduling" in the BID document. However, the Ordering authority may at his discretion waive this condition with imposition of Liquidated Damage indicated herein below. Any LD involved will be recovered from the outstanding bill / next available bill / any BG lying with / to be lying with TSECL.

GCC.4.1. Vendors shall start spot energy billing from 1st day of every month in all ESDs after preparation of Billing Zone within time schedule. Failure to commence the work by 1st day shall attract imposition of LD@1% of invoice billed amount for that month for that particular ESD. The LD to be imposed by the SM of Concern ESD.

The agency should comply 100% billing without raising any question.

GCC.4.2. For less than 100% Meter reading and Bill generation (**Spot & Base both**) for the eligible Consumers (**Urban, Semi Urban & Remote**) to be billed through SMART PHONE within the stipulated time, penalty will be charged in the following manner by the **Senior Manager of concerned ESD: -**

Percentage of Meter reading & Bill generation through smart phone/ ESD	ESD wise Rates of Incentives may be awarded.
95 %> to <= 96 %	1% of the invoice billed amount payable for that month
96 %> to <= 97 %	2% of the invoice billed amount payable for that month
97 %> to <= 98 %	3% of the invoice billed amount payable for that month



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98 %> to<=99 %	4% of the invoice billed amount payable for that month
99 %>	5% of the invoice billed amount payable for that month
90 up to 95	0 % of the invoicebilled amount payable for that month
Percentage of Meter Reading & Bill generation through smart phone/ ESD	ESD wise Rates of Penalties to be imposed.
>85 up to 90	3% of the invoice billed amount payable for that month
>75 up to 85	5% of the invoice billed amount payable for that month
Below 75	No invoice bill will be processed for payment of that particular ESD for the said month.

- GCC.4.3. Failure to print legible Barcode in bill and / or if the bill cannot be preserved as detailed in SW2, deduction will be made **@ of Rs. 10** per bill for the cases detected for such defaults.
- GCC.4.4. If it is noticed, during supervisory meter reading and or any complaint received from consumers and accepted by TSECL that contracting agency had raised energy bills not commensurate with actual meter reading in respect of any consumer or for any arbitrary billing such as regeneration of bills etc., TSECL will recover **@ Rs 100/-** per wrong bill **Maximum 10% of Invoice Amount raised per ESD by the Agency.** The contracting agency shall not be eligible to get payment against any such bills.
- GCC.4.5. Category wise average monthly unit consumption of ESDs on last twelve month's consumption will be worked out by the respective ESDs, and the vendor shall have to maintain the datum level of that average consumption. Failure to maintain that datum level, the issue would be seriously viewed for a thorough scrutiny and performance review to ascertain actual reasons for any downward trend. Failure / reluctance on the part of the contractor may lead to cancellation of the contract.



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GCC.4.6. Failure to upload legible picture of meter reading of the eligible billed consumer will attract penalty @ Rs 7/- per consumer and to be imposed by the concern SM of ESD.

GCC.5. It is clarified that “**eligible consumers**” for spot billing are all the consumers who can be billed through Smart Phone for the cycle, irrespective of number of reading data down - loaded in the Smart Phone by the billing agency.

It is further clarified that LD shall not apply in case of failure on the part of the spot bill agency to perform the spot billing, in the following circumstances which are normally considered as cases beyond the control of agency.

1. The detailed particulars of the consumer not available in the data base of TSECL and consequently, not uploaded and not available at the time of meter reading by the agency.
2. Door lock / subject to the provision to check and visit the premises of the consumer for **3 times in different dates by the agency**, as per LOA.

GCC 5.1 The above List is only illustrative in nature and not exhaustive. List can be drawn in future in view of the fact that the agency should try to perform the job on satisfaction of the TSECL or without any dispute with the objective to protect the interest of TSECL in billing process.

GCC.6. Force Majeure:

GCC.6.1. The vendor shall be under no liability if the vendor is prevented from carrying out any of the vendor's obligations by reason of war, Invasion, act of foreign country, hostilities, riots, civil commotion, mutiny, accident, earthquake, fires, floods, orders and / or restrictions and other cause beyond the reasonable control of the vendor. However, such force majeure circumstances are to be intimated immediately and to be established subsequently with proper documents / proofs to the entire satisfaction of TSECL.

GCC.6.2. TSECL will not take any additional liability towards enhanced taxes, duties and price variation due to force majeure condition.

GCC 7. Definition of terms:



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- a. In writing these General Conditions of Contract, Specification and Bill of quantity/bidding schedule (schedule of work) the following words shall have normally the meanings here-in-after indicated unless there is something in the subject matter of content inconsistent with such construction.
- b. The Company/Purchaser/Owner/Department shall mean the TRIPURA STATE ELECTRICITY CORPORATION LTD, having its Office at VidyutBhavan, North Banamalipur, Agartala, 799001.
- c. The Controlling Officer shall mean the person deployed by the Company for the purpose of this contract.
- d. Company's representative shall mean any person or persons of TSECL appointed by the Company to supervise, inspect, test and examine workmanship and materials of the work under this scope.
- e. The Contractor shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor's executor's administrators, successors and permitted assignee's.
- f. The work 'Site' shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.
- g. 'Date of Contract' shall mean the date on which notification of award of contract/letter of award (LOA) has been issued.
- h. **'Zero Date' will be reckoned from the date of placement of LOA/LOI.**

GCC.8. General Requirement:

- a. **The contractor to visit the site before submission of tender.** The bidder shall inspect and examine the site and its surroundings and shall satisfy himself before submission of his tender as to nature of the site, the quantities and nature of work and the materials necessary for the completion of the work and the means to access to the site, the accommodation he may require and in general shall himself obtained all



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necessary information as to risks, contingencies and other circumstances which may influence and effect his tender.

- b. **Cost of bidding:** The Contractor shall bear all cost associated with the preparation and submission of their bid and TSECL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- c. **Correctness and sufficiency of rates quoted in the tender:** The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for work and the rates and prices stated in the schedule of the items. The rates and prices quoted shall cover all obligation of the bidder under the contract and all materials etc. necessary for the proper completion and maintenance of the work.
- d. **The contractor** shall execute, complete, and maintain the work as per direction of the Controlling Officer of the work or his representative.
- e. **Contractor to submit programme:** Within 14 (fourteen) days from the date of issue of letter of intent/ award the contractor shall submit a programme showing the order, procedure and method in which he proposes to carry out the work.
- f. **Contractor's staff at site:** The contractor shall provide at site his authorized representative. The contractor and/or his authorized representative is to be constantly on the work and shall give whole time supervision of the same. Such authorized agent or representative shall receive (on behalf of the contractor) direction's and instructions from the Controlling Officer or his representative.
- g. **Removal of persons employed at site:** The Controlling Officer/ his representative shall be at liberty to ask the contractor to remove from the site any person, employed by the contractor in the execution of the work, who in the opinion of the Controlling Officer/ his representative his representative misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the work without the permission of the Controlling Officer/ his representative.
- h. **Setting out:** The contractor shall be responsible for setting up camp office at work site.



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- i. **Care of works:** From the commencement to the completion of the work, the contractor shall take full responsibility for the care thereof and of all temporary work and in case of any damage, loss or injury to work or to any part thereof or to any temporary work due to any cause whatsoever shall at his own cost repair and make good the same, so that at completion the work shall be in good order and conditions and in conformity in every respect with the requirements of the contract. The contractor shall take every practicable precaution not to damage or to cause injury to any adjoining or other properties or to any person. However, even if any damage or injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.
 - j. **Workmen's compensation for accident or injury to ant workmen:** The Company shall not be liable for damages or compensation payable as per provision of law in respect or consequence of any accident or injury to any workmen or other person in the employment of the contractor. The contractor shall have to pay all claims, demands, preceding costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance Policy covering provisions for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.
 - k. **Facilities for other contractors:** The contractor shall afford all reasonable facilities for any other contractor employed by the company in execution on or near the site of any work not included in the contract.
 - l. **Clearing site on completion:** On completion of the installation work the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary work of every kind and leave the whole of the site and work clean and in a good and tidy condition to the satisfaction of the controlling officer/ his representative.
- GCC 9. **Terms of Payment:**
- GCC.9.1. Payment against raising spot bills:
 - GCC.9.2. Payment will be made on per consumer basis only. Payment will be made directly to the vendor based on actual number of consumers billed. The vendor shall submit bills in



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triplicate. The bill must be certified by the Revenue manager and Sr. Manager of respective ESDs.

- GCC.9.3. A certificate must be submitted by the vendor indicating correctness and completeness of the reading which shall duly be approved by the Revenue manager and Sr. Manager as per **Annexure- X along self-certificate**.
- GCC.9.4. Proof of PF deposit and proof of ESI deposit in the PF, ESI code as would be submitted by the vendor to the respective Sr. Managers & related document against each employee has to be submitted by the vendor with the bill as per **Annexure- XI, from the second monthly bill onward**. Where ESI provisions are not applicable, insurance documents as a proof of medical benefit are to be submitted with bill.
- GCC.9.5. Bank statement as documentary evidence as a proof of employee's receipt of salary which is paid through Bank, must be submitted with the bills for payment.
- GCC.9.6. Bills shall be submitted by the vendor to the respective Sr. Manager after the end of each calendar month. Abstract of Bill shall be measured by concerned Sub Division duly certified by the respective D.G.M. The certified bills by **through concerned A.G.M.** to be submitted to the Nodal Officer of the TSECL. Payment will normally be released as per prevailing norms of TSECL.
- GCC.9.7. **Paying Authority:** Nodal officer of the Project authorised by TSECL.
- GCC.9.8 **Verifying Officer:** Statutory compliance & Billing performance- Nodal Officer from TSECL.
- GCC.10. **Extension of time:** An extension of time without imposition of liquidated damage, may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor. Such extension may only be granted based on application (As per TSECL Format) to be submitted by the contractor who has to establish that the extension of time required by him is not due to his fault.
- GCC.11. **Cancellation/Termination of Order:** TSECL shall have the right to terminate the contract if the work is not completed within schedule completion time as **per Clause ITB 25, "Time Schedule"**.



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- GCC.11.1. Non acceptance of LOA as per clause **ITB 34**.
- GCC.11.2. Non submission of PBG within time as per as per clause **GCC 21**
- GCC.11.3. If failed to implement spot billing.
- GCC.11.4. **Due to Continuous three months poor Energy Billing performance i.e. less than 75% of jurisdictional area of the Contract Agreement as per LOA.**
- GCC.11.5. **In each above cases, 15 days termination notice shall be issued prior to termination of LOA by giving show cause notice in the 3rd month on the basis of last two months performance by the nodal Officer of the respective Work.**
- GCC 12. **Fall back arrangement:**
- In the event of failure of agency to fulfil its obligations, duties, and responsibilities as per the agreement terms, TSECL shall interalia have the right, at any time to resort to fall back arrangement. Under this plan, TSECL shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the agreement and can recover from the security deposit the losses suffered due to such failure. If the security deposit is insufficient, Agency shall pay the difference to TSECL, failing which TSECL shall have right to recover the sum through legal or other means.
- TSECL shall have the right in such circumstances to manage the system itself after taking charge of the facilities as above or through any other agency as it may deem fit and no claim of agency for compensation in this respect shall be entertained.
- GCC.13. **Handing over on Termination:**
- Upon termination of the agreement, the agency's authority to act in the area shall immediately cease. You shall be liable to vacate the site with all materials & gadgets in all respect within 7 (seven) days from the date of termination notice. Upon termination of the contract the agency shall transfer the data/document in soft or hard copies to the TSECL.
- GCC.14. **Quality of Work:** The agency shall arrange and provide all necessary facilities along with necessary manpower for inspection of work at any time at his own cost. The entire



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work shall be inspected by TSECL representative from time to time at site as necessary. The service provider shall provide all facilities for such inspection free of cost. Notwithstanding any inspection of the site, TSECL shall have the right to reject any work not conforming to the Specification without being liable for any explanation or compensation. The authorized representative of TSECL shall have the free access to the work site, service provider site office and store.

- GCC.15. **Decision:** Controlling Officer's decision is final in respect of all matters which are left to the decision of the Controlling Officer including the granting or with-holding of certificates. If, in the opinion of the contractor, a decision made by the Controlling Officer is not in accordance with the meaning and intent of the contract, the contractor may file with the Controlling Officer, within 7 (seven) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Controlling Officer's decision and the decision shall become final and binding.
- GCC.16. **Language and measurement:** All documents pertaining to the contract including specifications, schedule notices, correspondences, operating and maintenance instruction, drawings or any other writings be written shall be in English language. The metric system of measurement shall be used exclusively in this contract.
- GCC.17. **Completion of work:** Completion of the work means completion of the work in totality and acceptance/takeover of the same by the Company. Partial or phase wise completion will have no bearing towards consideration of guarantee/defect liability period.
- GCC.18. **Idle labour:** Whatever the reasons may be, no claim for idle labour, additional establishment cost, hire and labour charges of tools & plants would be entertained by the Company, under any circumstances.
- GCC.19. **Reporting of Accident:** All accidents, major or minor, must be reported immediately to TSECL and the contractor will provide first aid to the injured person immediately and submit a report to the Site –In-charge.



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GCC.19.1 Serious Injuries: In case of serious injuries, the following procedure shall be adopted by the contractor.

- To provide first aid at his own First Aid Station.
- To take the injured person to the hospital.
- To report the accident to TSECL.

GCC.19.2 Fatal Accident:

Fatal accidents must be reported immediately to TSECL as well as to the Police.

Penalty:

Failure to observe the Safety Rules will make the contractor liable to penalty by way of suspension of work and termination of contract. Adequate arrangement for proper lighting & guarding shall be made at the work site.

It must be clearly understood that TSECL is indemnified by the contractor against payment of any compensation or award on account of any accident, injuries, and damages and if any such payment must be made by TSECL under order of appropriate authorities, the same shall be recovered from the contractor.

The Agency shall be liable for and shall indemnify the TSECL in respect of all injury to person or damage to property resulting from the negligence of the Agency or his workmen or from defective work but not from any other cause.

Provided that the Agency shall not be liable for any loss or profit or loss of Contract or any other claim made against the TSECL not already provided for in the contract, nor for any injury or damage caused by or arising from the acts of the TSECL or of any other person or due to circumstances over which the agency has no control, not shall his total liability for loss, damage or injury under this clause exceed the total value of the Contract.

The Agency will indemnify and save harmless the TSECL against all actions, suits, claims, demands, costs, Or expenses arising in connection with injuries (other than such as may be attributable to the TSECL or His employees) suffered prior to the date when



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the work shall have been taken over here of by persons Employed by the agency on the work, whether at common law or under the Workmen's Compensation Act 1923 or any other statute in force at the date of contract relating to the question of the liability of employers for injuries suffered by employees and will if called upon to do so take out the necessary policy or policies of insurances to over such indemnity.

GCC.20. CONFIDENTIALITY:

GCC.20.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.

GCC.20.2 Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.

GCC.20.3. From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.

GCC.21. Performance Guarantee: As contract security, the successful bidder has to furnish a performance Guarantee in the form of Demand Draft or Bank Guarantee on non-judicial stamp paper of Rs.100/- by any Schedule Bank in India, as per format enclosed **(ANNEXURE-III)**. The BG shall be submitted in favour of TSECL @10% of Contract Value within 15days from the date of issue of execution order (LOA). Validity of BG will be for **24month from** the date of order (LOA) with a claim period of further 3 months.

GCC.22. Conflict of Interest:

GCC.22.1 The Bidder shall not have a Conflict of Interest that may affect the tendering Process. Any Bidder found to have a Conflict of Interest as per the following reasons, shall be disqualified.

GCC.22.2 If the bidder near relative is posted as an employee/officer in any capacity in TSECL, who is associated with the Tender Inviting Authority.



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GCC 22.3 If any employee of the bidding firm/company has or develops a financial or other interest with any employee/officer of TSECL associated with the Tender Inviting Authority during execution of the contract.

GCC 22.4 In the event of disqualification due to above reasons, the Bid Security of the bidder shall be forfeited for the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

GCC. 23 Data Security: - Agency will be governed by Section 65 and Section 66 of Indian IT Act 2000 in terms of Data protection, privacy and hacking of data.

GCC.24. DEDUCTION FROM CONTRACT PRICE:

All costs, damages, or expenses which the owner may have paid, for which under the contract the contractor is liable, will be claimed by the owner. All such claims shall be billed by the owner to the contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) days of the receipt of the corresponding bills and if not paid by the contractor within said period, the owner may then deduct the amount, from any payment due or becoming due by him to the contractor under the contract and the amount so recovered by action so far as or otherwise if the contractor fails to satisfy the owner of such claims.

GCC.25. SAFETY OF SYSTEM: The Agency shall be fully responsible for upkeep, operation, maintenance, security and safety of collection records, hardware, software, documents, data, other documents, and records transferred to it and developed later. These documents and records shall be maintained in updated condition and handed over back to TSECL in good working order on completion of the contract or time to time as per scope of works as and when required by the TSECL. Agency shall compensate TSECL any loss suffered by it due to default of the agency in this respect.

GCC.26. CONDUCT OF AGENCY'S STAFF:

If any of the Agency's employees shall in the opinion of TSECL is guilty of any misconduct or incompetence or negligence, then if so, directed by TSECL, the Agency



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shall at once remove such employee and replace him by a qualified and competent substitute. It is clarified that all meter readers deployed by agency shall have identity card to be issued by agency. The meter readers shall only be deployed after background verification of last two years by competent agency and acknowledgement be sent thereof to TSECL.

GCC 27. COMPLETENESS OF CONTRACT:

The contract shall be considered completed on termination of the contract period after full handing over of data, documents or material as per **HANDING OVER** **ONTERMINATION** clause and clearing all dues towards the agency.

GCC 28: **TSECL** personnel:

GCC 28.1 **Nodal Officer:** Nominated by TSECL for the Project for implementation of spot billing.

GCC 28.2 **Controlling Officer:** Divisional Manager of the respective Division.

GCC 28.3 **Supervising Officer:** Senior Manager and Revenue Manager of respective ESDs. He / She will supervise all the works related to spot billing for ESDs under his / her command area.

GCC.29. DEATH/ BANK RUPTCY ETCs:

GCC.29.1. If the contractor shall die or dissolve or detected to be bankrupt or being a corporation commence to be wound up except for reconstruction purpose or carry on his, business under are receiver, the executors successors, or other representatives in law of the state of the contractor or any such receiver, Liquidator, or any persons to whom to the contract may become vested shall Forthwith give notice thereof in writing to TSECL and shall for one(1) month during which he shall take all reasonable steps to prevent stoppage of the work have the option of carrying out the contractor subject to his or their providing such guarantee as may be required by the TSECL but not exceeding the value of the work for the time being remaining relieve un-executed provided however that nothing above said shall be deemed to relieve the agency or his successors of his or other their obligations under the contract under any circumstances. In the event of stoppage of the work the period of the option under this clause shall be seven (7) days only. Provided that, should



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the above option be not exercised, the contract may be terminated by TSECL by notice in writing to the contractor and the same power and provisions reserved to the purchaser in **Handing Over on Termination Clause** in the event of taking the work out of the contractor's hands shall immediately so become operative.

GCC.29.2 Change of name of the tenderer at any stage after tendering, the purchaser shall deal with the contractor only in the name and at the address under which he has submitted the tender. All the liabilities/ Responsibilities for due execution of the contract and if in circumstances he shall be relieved of any obligation under the contract. The purchaser may, However, at his description deal with Agents/ Representatives/ Distributors/ Manufacturers/Associates Principals/Sister Concerns and such dealing shall not absolve the supplier(s) from his responsibilities/ obligations/ liabilities so the purchaser under the contract. Any change/alteration of name/ constitution/ organization of the supplier shall be duly notified to the purchaser, and the purchaser reserves the right to determine, the contract, in case of any such notification in the event of such determination the purchaser may affect the purchase of the material not supplied from elsewhere at the risk and cost of the tenderer.

GCC. 30. EFFECTINGRECOVERIES:

Any loss, arising due to non-fulfilment of this contractor another contract, will be recovered from the Security & Performance Deposit/Guarantees held and or any other amount due to the agency/vendor from the TSECL from this Contracts well as from other contracts.

GCC.31. RESPONSIBILITY:

The agency shall be fully responsible for safeguarding entire facility, infrastructure, equipment's, and its manpower at the work site. The agency shall assess the safety and security requirements by its own and take adequate majors to maintain the same.

GCC 32. Legal Jurisdiction: During execution of this job, if any dispute arises thereby, the same shall normally be settled through meeting between TSECL and the contracting agency at the appropriate level. Any dispute arising out of or in connection with the contract shall, to the extent possible, be settled amicably between the parties. **All disputes or**



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differences in respect of which the decision if any has not become final the necessary legal affairs and / or court case shall be exclusively within the jurisdiction of High Court at Agartala, Tripura only or subordinate court having competent jurisdiction.

GCC 33 Risk Purchase / Performance: Adherence to time schedules mentioned in the foregoing clauses shall be deemed as the essence of contract and if the vendor fail to deliver within the periods prescribed for such work in the rate contract order, TSECL shall be entitled to execute the job through the best and nearest substitute available elsewhere on the account and at the risk of the contracting agency or to cancel the contract and the contracting agency shall be liable to compensate for any loss or damage which TSECL may sustain by reason of such failure on the part of the Contracting Agency.

GCC 34 Corrupt or fraudulent practices: Adherence to time schedules mentioned in the TSECL expects the bidders / contractors to observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, TSECL

GCC.34.1 defines, for the purpose of this provision, the terms set forth below as follows;

GCC.34.1.1 “Corrupt practice” means offering, giving, receiving or soliciting of anything of value to influence the action of a official in the procurement process or in contract execution, and

GCC.34.1.2 “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.

- a. 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.
- b. 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.

GCC 35 Periodical review of performance

ESD wise review of performance will be done with an interval of 2 months as per Performance & Evaluation System” (PES). Performance rating below desired level in



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the respective ESDs will invite penal action as per the rule stipulated in the evaluation system. Evaluation methodology is annexed herewith as **Annexure- XII**.



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Section-IV

SPECIAL TERMS & CONDITIONS

1. The agency should complete total energy bill of all **Regular/ Active** Consumers under the Sub-Division w.e.f. **1st day to 2nd last day i.e. 27th /28th /29th /30th of every month**(on the basis of number of days of every month)
2. The agency should be collected Spot billing machine from concerned Senior Manager/ Manager (Rev) on last day of every month up to **20th** of every month. During this period the agency shall be custodian. The agency should return to the Senior Manager or Manager (Rev) for data up load.
3. Capable of collecting meter reading and generation of spot billing from consumer premises at least **95** consumers in a day in Urban areas, **70** consumers in a day in Semi Urban & **55** Consumers in a day in Remote areas as per schedule of concerned Senior Manager/Manager. At least 03 times visit in different dates to be carried out by the Meter Readers for spot Billing at the Consumer premises found door locked.
4. The agency should be capable of delivering of energy bills to consumer premises as per schedule of concerned Senior Manager/ Manager with collection of signature from the respective consumers' or their representative.
5. The agency should be capable of engaging adequate manpower **so** as to achieve targeted quantity within the specified date for **Spot Energy billing at the consumer premises & delivery of Base Bill prepared on the basis of reading collected.** The agency shall have to submit authenticated identity of the persons engaged by him / them with detail of educational qualification. **Photo identity card** shall be issued by the concerned agency mentioning validity period of the said identity card with obtaining dated counter signature of the concerned Senior Manager/ Manager. The agency shall be liable to replace by suitable manpower if performance of any of his worker is observed to be unsatisfactory or reported by the concerned Senior Manager/ Revenue Manager of the ESD.
6. Collection of meter reading from one consumer premise shall be considered complete only after making dated signature of the meter reader collector and incorporation of meter reading on meter reading sheet at space meant for the purpose after obtaining signature of consumer or his/her representative.
7. After delivery of spot bill to the consumer spot billing machine is to be returned to the Senior Manager/ Manager (Rev) by 5 P.M. on every day for upload the data and collect the machine immediately after upload and complete meter reading sheet is to be returned to the Senior Manager/ Manager by 5 P.M. on every day authenticated by the signature of the collector / agency.
8. The bill delivery work shall be considered complete only after delivery of energy bill along with notice of arrear bill(s) if any with the signature of the consumer or his /



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her representative on the space meant for along with filling up of other columns as in the bill delivery sheet. **Non delivery of Notices will be penalised from the agency @Rs.2/Consumers as per the capacity of Senior Manager of ESD.**

9. Complete bill delivery sheet is to be submitted at the end of each day to the Senior Manager/ Manager.
10. The agency shall have to ensure error free recording /collection of meter reading.
11. The agency shall be penalized for negligence in performance/delay regarding collection of meter reading / delivery of energy bill within the specified period of every month as laid down above G.C.C 4 considering special terms & Conditions .
12. Unsatisfactory performance / delay in executing the total job by the agency shall be liable for the security money to be forfeited.
13. Current energy meter reading has to be taken with the help of scanning by mobile instrument. Longitute-latitude location of the consumer should be captured by the meter reader. Considering this reading ,printout of details energy bill has to be taken in spot and it has to be delivery to consumer at spot. Details of delivery sheet has to be handed over to Sr. Manager concerned at the end of every day as required.
14. At least 95 (Ninety five) nos. spot billing has to be completed per day per person with spot billing instrument (Instrument will be supplied by TSECL) along with delivery of spot printed copy to consumer within Urban areas.
15. At least 70 (Seventy) nos. spot billing has to be completed per day per person with spot billing instrument (Instrument will be supplied by TSECL) along with delivery of spot printed copy to consumer within Semi urban areas .
16. At least 55 (Fifty five) nos. spot billing has to be completed per day per person with spot billing instrument (Instrument will be supplied by TSECL) along with delivery of spot printed copy to consumer within Remote areas.
17. Any kind of damage and lost of the Spot billing device and printer, the cost involvement of repairing/replacement of such cases to be recovered from the pending Bills of contracting Agency lying with at the particular ESD's of TSECL.

Base billing provision:

18. In case of unavoidable circumstances, base billing may be allowed to the Agency with the approval of concerned DGM/SM but in that case rate will be reduced by 25% of approved rate of that area as finalized by this tendering process.



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LIST OF ANNEXURES:

- | | |
|---------------------|--|
| 1. Annexure-I | : Format for proforma of undertaking |
| 2. Annexure-II | : Format for letter of submission of bid. |
| 3. Annexure-III | : Bid proposal. |
| 4. Annexure- IV & V | : Mandatory Condition. |
| 5. Annexure- VI | : Format of Bid Guarantee |
| 6. Annexure- VII | : Format for Bank Guarantee for contract performance |
| 7. Annexure- VIII | : Price Bid Format. |
| 8. Annexure-IX | : Specification of Smart phone, blue tooth printer, |
| 9. Annexure- X& XI | : Sample Format of Certificate. |
| 10. Annexure-XII | : Sample Format of performance evaluation procedure. |
| 11. Annexure-XIII | : Certificate format as per clause ITB:2.14 |



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Annexure-I

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

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

I, -----, Partner/Legal Attorney/Accredited

Representative of M/S-----, solemnly declare that:

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

Signature of the tenderer

Dated-----



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Annexure-II

Format of Letter for submission of Bid

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

To

Sub: Letter for submission of Bid for the work

.....
.....
.....
.....

Ref:

1. NIT No.....Dated.....

2. Tender ID No.

Dear Sir,

We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the Bid Guarantee and cost of bid, Power of attorney & Undertaking being submitted by us in hard copies, which have been furnished on-line also.

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

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

Thanking you,

Yours faithfully,



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Annexure-III

e-Tender Notice No: _____

Dated.

BID PROPOSAL

From :

Bidder's Name and Address :

Contact person :

Designation :

Telephone No. - (L/L & mobile) :

Fax :

Tender Reference :

e-mail:

To

Sub.: For finalization of Rate Contract for Spot billing in respect of Medium & Low voltage Consumers under monthly & quarterly billing system within the jurisdiction of TSECL

Dear Sir,

1. We the undersigned Bidder/(s), having read and examined in details the specifications and other documents of the subject Bid, do hereby propose to execute the contract as per specification as set forth in your Bid-Documents.

2. PRICES AND VALIDITY:

2.1. All prices and other terms and conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of the bids **(Cover-1)**. We further declare that prices stated in our proposal are in accordance with your bidding and prices are firm.

2.2. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipment's and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.

3. **Cost of Bid:** We have enclosed DD as cost of bid in favour of TSECL of Rs..... payable at Agartala of..... vide DD No..... dated.....

4. **BID GUARANTEE(EMD):** We have enclosed DD as EMD in favour of TSECL of Rs..... payable at Agartala of..... vide DD No..... dated.....

5. **Format of undertaking** - We have enclosed format of undertaking as per annexure -I.

6. DEVIATIONS:



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We declare that contract shall be executed strictly in accordance with the specifications and documents.

7. WORK SCHEDULE:

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 Contract, if awarded. The completion schedule of the various major key phases of the work will be as per time Schedule submitted by us and approved by in order to maintain the completion time schedule of bid documents.

8. CONTRACT PERFORMANCE GUARANTEE:

We further agree that if our proposal is accepted, we shall provide a Contract Performance Guarantee of value, equivalent **to 10% of contract value** as stipulated in Bid document in the form of Bank Guarantee in your favour within stipulated time as mentioned in bid from the date of placement of Letter of Award and undertake to enhance the same, as required, as to be informed time to time.

Dated.....this.....day of.....202

Thanking you

Yours faithfully,

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Date _____

Place _____

Business Address:

Name & Address of Authorized Signatory:



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Annexure-IV

Mandatory Condition

SI No	Requisite Credential	Requisite document	Supporting	Submitted Yes /No
1	Average annual Turn Over for each of last three financial i.e for year 2021-22,2022-23, 2023-24 must be as per ITB 2.2, however in case of participation as JV/Consortium in terms of ITB2.11 & 2.12 then accumulated turn over must be as stated in ITB 2.2.	1. Provide copy of Audit Report in case of a Company registered under Companies Act 2013 & Tax Audit Report forbidders other than Company.		
2	Bidder should not have been blacklisted from any Govt. organization across India in last three calendar years	Undertaking of authorize signatory of vendors in the non-judicial stamp paper of Rs 10 with company's common seal.		
3	Must Comply with all statutory obligations.	Provide the following required nos. in a separate sheet (as per Annexure-V) duly attested with following supporting documents. i. Copy of PAN Card ii. Valid Pan Registration & copy of IT Return of last three years. iii. Valid Profession Tax Registration. iii. GST Registration certificate iv. Registration no of the company v. PF & ESI Registration Certificate.		



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4	<p>Must have working experience of carrying out spot billing activity through Android base smart phone for at least two years prior to starting of online bid submission of this instant tender under any DISCOM in INDIA.</p> <p>Relevant order copy and experience certificate mentioning the LOA reference number from the ordering authority to be submitted.</p>	<p>i. Relevant order copy along experience certificate mentioning the LOA reference number from the ordering authority to be submitted.</p> <p>ii. However, for the bidders participating in terms of ITB2.11 & 2.12 must submit the performance certificate or agreement copy substantiating that they are working as sub-vendor/ sublet vendor of anyone of the existing spot billing vendor of TSECL.</p> <p>iii. In case existing sub-vendor/ sublet vendor participating as JV/Consortium, then they must submit JV / Consortium agreement, which must be executed before participating in the tendering process.</p> <p>(Above details as per Annexure-V)</p>	
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N.B.: Each page of all the documents/copy of certificates should be submitted with attestation by the authorized signatory and with seal & date.

Signature of the bidder with Office Seal



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Annexure-V

Tender Notice No. _____

Details of information to be provided in support of Mandatory condition (copy of Supporting document to be submitted with the bid)

SI No	Item Details	Details		
1	Contact Person with Telephone No., Mobile No., Email ID and FAX No. Of the Bidder			
2	Communication details.			
3	PF and ESI Registration No.			
4	Permanent Account No. (PAN)			
5	GST registration No			
6	Company Registration No.			
7	Professional tax registration			
8	Annual Turn Over for last three financial.	1 st Yr.	2 nd Yr.	3 rd Yr.
9	Orders received and executed by the bidder			

Signature of the Bidder with Seal



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Annexure VI

Proforma of Bank Guarantee for Bid Guarantee

(To be stamped in accordance with Stamp Act)

Ref.

No.

:

Date :

To

The Tripura State Electricity Corporation Ltd.

VidyutBhavan ,North Banamalipur

Agartala, Tripura

Dear Sirs,

In accordance with your Notice Inviting Tender (NIT) under your Specification No. _____ M/s

_____ having its Registered Head Office at _____ (hereinafter called the Bidder) wish to participate in the said Tender for _____.

As an irrevocable Bank Guarantee against Bid Guarantee for an amount of _____ having validity of initially for 180 days from the date of opening of techno commercial bid with claim period of 30 days is required to be submitted by the Bidder as a condition precedent for participation in the said Tender, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Documents.

We, the _____ Bank at _____ having our Head Office at _____

(Address of Bank) guarantee and undertake to pay immediately on demand by Tripura State Electricity Corporation Ltd. the amount of _____ (in words and figures) without any reservation, protest, demur and recourse. Any such demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute of difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to @ _____. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s _____ on whose behalf this Guarantee is issued. All rights of Tripura State Electricity Corporation Ltd. under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless brings any suit or, section to enforce a claim under this Guarantee against the Bank within six months from the above mentioned expiry date of validity or, from that of the extended date.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this _____ day of _____ 2020 ____ at _____.

WITNESS :

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of Attorney No. _____

Date _____



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Annexure VII

Performa of Bank Guarantee for Contract Performance (To be stamped in accordance with Stamp Act)

Bank Guarantee No. _____

Ref No. _____

Date : _____

To

The Tripura State Electricity Corporation Ltd.

VidyutBhavan, North Banamalipur

Agartala, Tripura

Dear Sir,

In consideration of Tripura State Electricity Corporation Ltd. (hereinafter referred to as) 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 the 'Contractor') which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns, a Contract by issue of Letter of Award No. _____ dated _____ valued at _____ for _____ (Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee of Rupees only for the faithful performance under the entire Contract to . We _____ (Name and 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 , on demand any and all moneys payable by the Contract to the extent of _____ as aforesaid at any time upto (day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Contractor. Any such demand made by on the Bank shall be conclusive and binding notwithstanding any difference between and the Contractor or any guarantee from time to time extend the time for performance of the Contract by the Contractor. , 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 and any manner,



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and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between and the Contractor or any other course of remedy or security available to . The Bank shall not be released of its obligations under this presents by any exercise by of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of or any other indulgence shown by or by any other matter or thing whatsoever which under the law would but for this provisions have the effect of relieving the Bank.

The Bank also agrees that 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 notwithstanding any security or other guarantee that may have in relation to the contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to_____ and shall remain in force upto and including_____ and shall be extended from time to time for such period, as may be desired by

M/s._____ to whose behalf this guarantee has been given. All rights of under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless the enforce a claim under this guarantee against the Bank within six months from the above mentioned date or from the extended date.

Dated this _____ day of _____ 200 ____ at _____

Witness :

(Signature)

(Name)

(Official address)

(Signature)

(Name)

(Designation with Bank Stamp)

Attorney as per Power of Attorney

No. _____

Date _____



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Annexure- VIII

Tripura State Electricity Corporation Limited

Vidyut Bhavan, North Banamalipur, Agartala-799001

Price Schedule for Finalization of Rate Contract for Spot energy billing in respect of Medium & Low voltage Consumers under monthly billing system for 01(one) year within the jurisdiction of Electrical Division Jirania under Electrical Circle -II,TSECL, Agartala.

(NOT TO BE QUOTED, PLEASE REFER BOQ AS PER TERMS OF NIT)

E-tender Notice: _____

Job Description	Rate per transaction excluding GST (In INR`) (Both in figure & words)
Urban Area Consumer	
Semi-Urban Area Consumer	
Remote Area Consumer	

The above rate includes all taxes, duties excepting GST shall be payable as per applicable rate over & above the contracted rate on submission of documentary evidence.



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ANNEXURE-IX

Tripura State Electricity Corporation Limited		
Tender Notice No:		Dated:
Specifications for GPRS& GPS base Smart Phone (To be provide by TSECL)		
Features	Specifications	Remarks
Operating System	Android v9.0	or Newer
RAM	4/6/8 GB	or More
Internal Memory	64/132GB	or More
Processor	Octa core (2.2 GHz)	or Higher
Screen Size	5.5 inches	or Higher
Screen Resolution	1080 x 2340 pixels	or More
Camera Resolution	12 MP with MFNR(Multi Frame Noise Reduction)	or More
Sensor	Exmor-RS CMOS Sensor	or Better
Autofocus	Enable	-
Flash	LED Flash	or Better



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Image Resolution	4000 x 3000 Pixels	or More
Battery Capacity	4000 mAh	or More
Network Support	4G , 3G, 2G	or Advance
Wi-Fi	Wi-Fi 802.11, /bgn/ac dual band	or Advance
Wi-Fi Features	Wi-Fi Direct, Mobile Hotspot	or More
Bluetooth	v4.0	or Advance
GPS	GPS with A-GPS/ NavIC/ Glonass/ SBAS/ Beidou/ Galileo	or Advance
USB Connectivity	Mass storage device, USB charging	or More
Fingerprint Sensor	Enable	-
Additional Requirements	One External Power Bank of 10000 mAh	or More
	Mobile Data Plan in SIM1 1GB/Day	or Better

Specifications of Portable Bluetooth Printer for Spot Bill Printing (to be provide by TSECL)

Features	Specifications	Remarks
Type	Thermal	-
Connectivity	USB, Bluetooth, WLAN (Optional)	or Newer
Technology	ESC/POS	-
Support	Grey scale image, black ink	-



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	mark	
Resolution	8 dots / mm	or More
Paper width	76 mm to 80 mm	-
Alignment	Auto	-
Printable width	72 mm	-
Battery Capacity	2500 mAH	or More
Firmware	Upgradable with Multi Character set support	-
Additional Requirement	One Extra Battery with same rating for back-up	or More



**TRIPURA STATE ELECTRICITY CORPORATION LIMITED
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Specifications of Desktop PC for Spot Bill Desktop Application(to be provide by TSECL)

Features	Specifications	Remarks
Processor	Intel i5 7th gen	or Higher
RAM	6GB	or More
HDD	1TB	or More
Operating System	Genuine Windows 10 Professional(64 bits)	or Latest
Connectivity	Inbuilt Ethernet (10/100/1000 Mbit) and WiFi 802.11b/g/n/ac	or Better, Data transfer process from mobile to PC or vis- vis will be done through WiFi
Anti Virus	Shall be provided by TSECL	As per the Policy of TSECL
IT Security Policy	IT Security Policy of TSECL need to complied	
	USB port for Mass Storage and MTP shall remain blocked	
Thermal Paper	Shall be provided by TSECL	As per the Policy of TSECL



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Annexure-X

Certified that

Work Order no.: _____

Vendor: _____

Billing Month: _____

Supply Office: _____

.....

1.1. Downloadable Data was available on FTP server from dated _____

1.2. Download was delayed due to following reasons:

- a. Non availability of Data
 - b. Link failure in Customer Care Centre
 - c. Delay due to a fault of vendor
- If reason 'C', kindly mention the reason

2.1. Total no of Billable Consumers for the Month _____

2.2. Nos. of Bills Generated through Spot Bill device _____

2.3. No. of non-Spot Bills generated _____ (Manual Bills generated from DCC)
Reasons and Numbers are as follows:

.....(to be described here)

2.4. Nos. of non-spot bills generated for eligible consumers which could had been generated through SMART PHONE _____

2.5. Number of bills delivered with acknowledgement.

3.1. Total number of Blue Card available in the Customer Care Centre _____

3.2. No. of available & ready Register**NOT** entered by Vendor within one month of reading

4. During supervisory Meter Reading, number of bills revealed and required to be regenerated due to wrong reading _____

(Details of consumers with Installation number to be enclosed)

5. No. of Bills printed without eligible Barcode and if the Bill cannot be preserved as detailed in clause no 14.2 and complained letter received from consumer _____ *(copy of complaint letter received from consumer to be enclosed with the certificate)*

6. Bills generated but numbers of photo not available at local data base.

7. Number of Ghost Consumers Identified by the Vendor _____

Signature



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Annexure- XI:

Sample Format of Certificate.

(The Venders are required to attach certificate along with their monthly Bills)

1. Certified that as per provisions of EPF & Miscellaneous Provisions (MP) Act 1952 we have submitted monthly PF Contribution & other allied charges to PF authority amounting to Rs. for the month of (PF. Code No...) Copy of the ECR challan enclosed

Name of the following employees are included in PF Contribution:-

- i) Sri
- ii) Sri
- iii) Sri

2. Certified that as per ESI norms we have submitted ESI contributions in respect of above referred employees against sub-code no. to ESI authority, amounting to Rs. for the month of

Copy of the challan is enclosed (In the areas covered under ESI).

3. Certified that under mentioned employees are covered under Insurance policy & an amount of Rs. has been deposited as premium for the Insurance policy.

Copy of the receipt is enclosed (In the areas not covered under ESI).

Name of the following employees are included in the Insurance Policy:-

- i) Sri
- ii) Sri
- iii) Sri

Signature of the vendor.....

Name of the Vendor.....

Seal.....



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Annexure- XII

Evaluation of Performance of the vendors engaged in spot billing activities

Spot billing in respect of M & LV consumers was introduced in the year 2015 and was successfully implemented throughout all the ESDs of TSECL. However in the long run, it was felt by the Company to formulate a methodology for judging the quality of the vendors and to adopt a procedure for evaluation of performance of the vendors engaged in such job contracts in the Company by application of “Graded Scale of Performance”.

Accordingly, a “**Graded Scale of Performance & Evaluation System**” (GSPES) has been formulated as given below for evaluating the overall performance of the vendors entrusted for carrying out such job.

Methodology for evaluation of performance of the vendors:

The “Graded Scale of Performance” will be prepared by evaluating the performance parameters divided in three main segments viz.

- A) QUALITY OF SERVICES
 - B) DELIVERY OF SERVICES
 - C) STATUTORY COMPLIANCE
- A) The performance parameter “**QUALITY OF SERVICES**” shall include the following sub-parameters during the process of evaluation of performance against a rating scale.
 - 1) Quality of the equipment's/spares used i.e. spot billing device and accessories, printer etc.
 - 2) Accuracy level with regard to the generation of energy bills i.e. number of regeneration cases with particular reference to the energy bills related to accumulation of units.
 - 3) Maintaining efficiency level of% spot billing between 95% to 100% of eligible consumers i.e. whether agency has achieved to generate spot bill via smart phone on spot i.r.o eligible consumers.
 - 4) Effectiveness in reduction in number of consumers not billed due to shortcomings on the part of the vendor engaged for spot billing.
 - 5) Accuracy level in capturing the actual photograph of the concerned meter i.e. number of mismatched photographs taken during the course of spot billing.
 - B) The performance parameter “**DELIVERY OF SERVICES**” shall include the following sub-parameters during the process of evaluation of performance against a rating scale.
 - 1) Downloading and uploading of the consumer billing data and reading data from and to TSECL data base within the stipulated time period and generation of energy bills and handing over to the consumer within the allotted time frame. –whether agency can complete the entire work with in time frame with highest efficiency.
 - 2) Efficiency regarding identification of consumers as per clause 15.3 and submission of report as per clause 15.4.
 - 3) Entry of the meter readings in the blue card at the C.C.C. within the allotted time frame.
 - 4) Timely submission of bills for payment after completion of the allotted job.
 - C) The performance parameter “**STATUTORY COMPLIANCE**” shall include the following subparameters during the process of evaluation of performance against a rating scale.



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- 1) Compliance of the statutory obligations as per the relevant Laws & Rules issued to this effect.
- 2) Ensuring timely payment of the wages and maintenance of the other statutes to the workers engaged for spot billing activity.
- 3) Level of supervision with quality manpower.
- 4) Training imparted to the workers engaged for spot billing activity.

Weight age of the evaluated ratings:

The total weight age will be considered as 100 in respect of the above mentioned three segments and will be distributed as A= 40, B= 30 and C= 30 respectively. **Rating scale:**

Each sub-parameter of all the aforesaid three segments will be rated on a scale of 1 to 5 where 1 stands for unsatisfactory performance and 5 stands for highest level of satisfaction.

A sample procedure for performance evaluation against the rating scale is given hereunder as an example:

NAME OF DIVISION:

A) QUALITY OF SERVICES:

Sl. No.	Performance Parameters	Rating Scale				
		5	4	3	2	1
1.	Average demand growth from 5% to 10%	*				
2.	Accuracy level with regard to the generation of energy bills		*			
3.	Maintaining efficiency level of% spot billing between 95% to 100% of eligible consumers.		*			
4.	Effectiveness in reduction in number of un-billed consumers			*		
5.	Accuracy level in capturing the actual photograph of the meter than 95% TERMS		*			
6.	Quality of equipment /spares & stationary items used		*			

Total Rating Score achieved:- $(1 \times 5 + 4 \times 4 + 1 \times 3) / 6 = 24 / 6 = 4.00$

As the weightage associated with the Quality of Services (A) is 40, so the score achieved by the vendor on this parameter = $40 \times 4 / 5 = 32$.



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B) DELIVERY OF SERVICES:

Sl. No.	Performance Parameters	Rating Scale				
		5	4	3	2	1
1.	Downloading and uploading of the consumer billing data and reading data from and to TSECL data base within the stipulated time period and generation of energy bills and handing over to the consumer within the allotted time frame	*				
2.	Efficiency regarding identification of consumers as per clause 14.3 and submission of report as per clause 14.4.	*				
3.	Entry of the meter readings in the blue card at the C.C.C. within the allotted time frame		*			
4.	Timely submission of bills for payment after completion of the allotted job		*			

Total Rating Score achieved:- $(2 \times 5 + 2 \times 4) / 4 = 18 / 4 = 4.50$

As the weightage associated with the Delivery of Services (B) is 30, so the score achieved by the vendor on this parameter = $30 \times 4.50 / 5 = 27$.

C) STATUTORY COMPLIANCE:

Sl. No.	Performance Parameters	Rating Scale				
		5	4	3	2	1
1.	Compliance of the statutory obligations as per the relevant Laws & Rules issued to this effect	*				
2.	Maintenance of the statutory obligation to the workers engaged in spot billing activity		*			
3.	Level of supervision with quality manpower		*			
4.	Training imparted to the workers engaged for spot billing activity	*				

Total Rating Score achieved:- $(2 \times 5 + 2 \times 4) / 4 = 18 / 4 = 4.50$

As the weightage associated with the Compliance of Services (C) is 30, so the score achieved by the vendor on this parameter = $30 \times 4.50 / 5 = 27$.



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Total score of the vendor will be calculated after summing up the rating scores achieved in the three segments i.e. A, B & C.

So, in the instant case the total score is :- $(32+27+27)= 86$ out of 100.

The average score of evaluation for each vendor will be calculated on half yearly basis. The consolidated rating of the respective vendor for performance evaluation on the whole shall be derived on the basis of mean value of all the ratings calculated for each C.C.C. where the respective vendor is engaged for spot billing activity.

The vendors must achieve at least 85 marks in total to be eligible for extension of the existing contract, if any/participate in subsequent tenders for spot billing activities.

Based on such evaluation, the vendors will be categorized and necessary action shall be initiated against each vendor in the event of failure in achieving the benchmark set herein:-

SL. NO.	RATING ACHIEVED	CATEGORY	ACTION TO BE TAKEN/ REMARKS
1.	85 MARKS AND ABOVE	"A"	The concerned vendor will be preferred for eligibility for extension of the existing contract, if any/participate in subsequent tenders for spot billing activities.
2.	ABOVE 80 BUT LESS THAN 85MARKS	"B"	The vendor should be motivated to enhance their working capability for enrolling themselves in the CATEGORY "A" in order to make themselves eligible extension of the existing contract, if any/participate in subsequent tenders for spot billing activities.
3.	80MARKS AND BELOW	"C"	<p>The vendor should be communicated in writing about the need of performance improvement within one month time.</p> <p>The vendor will be required to send corrective action plan. The concerned Officer-in-Charge will monitor the performance of the vendor against compliance of the corrective action. In case of failure to achieve the set standards, the vendor may not be eligible for continuity of the existing contract /extension of the existing contract, if any/participate in subsequent tenders for spot billing activities.</p>

1. On the basis of performance of respective vendor, performance feedback recorded by Manager of respective ESDs, the divisional Manager will calculate the performance rating as per the "GSPEs" scale for necessary performance evaluation.
2. The Station Managers of the respective ESDs. shall effectively monitor the gamut of activities associated with spot billing with the sole objective of increasing the monthly demand in respect of M & LV consumers.



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ANNEXURE-XIII

CONSUMER STRENGTH

Name of the Division	Name of Sub-Division	Total Consumer Strength	Total Billable Consumer
ED Jirania	ESD-Jirania	9577	1145
	ESD-Khumulwng	8112	1586
	ESD-Mandwi	7370	1936
	ESD-Champaknagar	4998	3356
	Total	30057	8023

Deputy General Manager