#### Section I

# NOTICE INVITING TENDER (DOMESTIC COMPETITIVE BIDDING) (SINGLE STAGE TWO ENVELOPE BIDDING)

DATE OF ISSUANCE OF NIT

FUNDING : TSECL

1.0 The Deputy General Manager,CCD,79 Tilla, Agartala invites the tender on behalf of TSECL from the eligible and resourceful agencies/ firms for Item rate ( similar to TPWD Form-8) tender(s) for the following work. Details can be seen in the office of the undersigned & Web site www.tsecl.in.Interested bidders shall have to download the bid document from the web site www.tsecl.in

Item No.	Description of items and NIT No.	Qty	Estimate d Cost	EMD Tender Fee (Non- refundabl e)	Last date and time for dropping	Place of receiving bid	Time and date of opening of tender
1	Providing 2 (Two) Uniformed Workers- cum- Office Attendant at the Office of the Addl. General Manager, Central Civil Circle, 79 Tilla, Agartala, Tripura (West) for the period of 12 (Twelve) Months. (For 12 Months = 2 x 12= 24 Nos). DNIT NO : DGM/CCD / 2025-26 /11 dated- 04 /07/2025	24 Nos	Rs.2,71,521.00	<u>Rs.5430.00/</u> Rs.236.00(In/c 18% GST)	Up to 3.00 pm on 22/07 /25	0/O The DGM, CCD,79-Tilla, Agartala,	At 4-00 p.m. On 22/07/25 For Tech. Bid(if possible)
<b>N.B.:</b> Bids shall be rejected if the offer is submitted without Earnest Money or with inadequate Earnest money i.e. less than the prescribed fee mentioned in the NIT and Tender Fee.							

Tender form can be obtained from web site www.tsecl.in, A sum of Rs.118.00 (for estimated cost up to Rs.1.00 lakh), Rs.236.00 (for estimated cost over 1.00 lakh and up to 5.00 lakh), Rs.590.00 (for estimated cost over 5.00 lakh) and up to Rs.15.00 lakh), Rs.1180.00 (for estimated cost over Rs.15.00 lakh up to Rs.50.00 lakh), Rs.2360.00 (for estimated cost over Rs.50.00 lakh), Rs.2360.00 (for estimated cost over 1 crore), Rs.4720.00 (for estimated cost over 1 crore up to 5 crore), Rs.5900.00 (for estimated cost over 5 crore) including 18.00% GST being the cost of bid document

- 2.0 This NIT for the above work will appear in Local Newspapers. The complete Bidding Documents shall be available at www.tsecl.in from ...... up to ...... Interested bidders can download the Bidding Documents and commence preparation of bids to gain time.
- **3.0** Eligible bidders shall submitted in a two-bid system : At Office of the DGM,CCD,79 tilla, Agartala
  - (a) Bid Envelop-I (Technical bid)
  - (b) Bid Envelop-II (Financial bid)
- **4.0** Bidding will be conducted through the domestic competitive bidding procedures as per the provisions of ITB/BDS and the contract shall be executed as per the provisions of the Contract.
- 6.0 The detailed Qualifying Requirements (QR) is given in the Bidding Documents.

#### 7.0 Submission of EMD and Tender Fee:

Earnest Money Deposit amounting to 2% (Two Percent) of the estimated cost put to tender.

Tender Fee and EMD are to be paid in separate envelop with full address of NIT no. and Name in the shape of **Demand Draft** in favour of **Tripura State Electricity Corporation Limited**, payable at Agartala from any scheduled Bank guaranteed by the Reserve Bank of India

The EMD amount shall be refunded to all the bidders including  $L_1$  (Selected) bidder after the Award of Contract (AOC) event is completed receipt of Contract Performance Guarantee (CPG) from the selected bidder.

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

EMD of the bidder will be forfeited along with cancellation of bid if in any case found to have made in false Declaration or Claims.

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

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

Tender submitted without EMD & Tender Fee shall render the tender for summarily rejection.

- **8.0** Power of Attorney, if given to authorized signatory for signing the Contract Agreement, shall be made in an INDIA NON-JUDICIAL STAMP OF Rs.100.00 (*Rupees one hundred*) only.
- 9.0 After evaluated the price bid, the quoted lowest price as successful bidder L1, shall be received LOI and shall have to submit a Contract Performance Guarantee (CPG) equivalent to 10% of the LOA value in the shape of Demand Draft in favour of Tripura State Electricity Corporation Limited, payable at Agartala from any scheduled Bank guaranteed by the Reserve Bank of India within 15 (Fifteen) days from the issue of LOI.

The Contract Performance Guarantee (CPG) amount will be released only after completion of the work in all respect.

- **10.0** The acceptance of Technical bid/Price bid /Financial bid shall be subjected to acceptance of Tender fee.
- **11.0** The Bidding Documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any other party or reproduced or used otherwise for any purpose other than for which they are specifically issued.
- **12.0** Downloaded NIT, Bid Document are to be submitted as a part of technical bid, and as a proof of acceptance of all terms and conditions in NIT and Bid Document.
- **13.0** The intending bidder has to quote all items as per BOQ; part quoting rate will not be entertained and will be rejected.
- **14.0** Bidders are directed to submit bid up to 3.00 P.M. of Bid closing date(..../2025). Not allow any Bidder to drop bidding, after the scheduled date and time.
- 15.0 For any clarifications related to NIT/Bid Document, bidder(s) are requested to contact:

O/o the Deputy General Manager, Central Civil Division, 79-Tilla, Agartala, West Tripura, Pin: 799006. Ph : 0381 235-7273,

E-mail : ccdtsecl79tila@gmail.com

#### 16.0 Addendum/amendments/corrigendum:

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

Any addendum/ amendment(s)/ corrigendum issued by the TSECL shall be part of the tender Document and it shall be circulated in notice Board. However TSECL shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Bidders are requested to consult in the office whether there is any related Corrigendum(s) or not.

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

Deputy General Manager, Central Civil Division, 79 Tilla,, Agartala, West Tripura, Pin: 799006. Ph : 0381 235-7273, E-mail : ccdtsecl79tila@gmail.com

# Section II

#### **SCOPE OF WORK & ELIGIBILITY**

#### 1. INTRODUCTION

As desired by the Authority, an estimate amounting to Rs.2,71,521.00 has been prepared to meet up the expenditure for the work "Providing 2 (Two) Uniformed Workers-cum- Office Attendant at the Office of the Addl. General Manager, Central Civil Circle, 79 Tilla, Agartala, Tripura (West) for the period of 12 (Twelve) Months. The Estimate so framed is based on the present requirements. The expenditure so sanctioned shall be met from fund under 'Revenue' head of account.

## 2. SCOPE OF WORK

Scope of the work "Providing 2(Two) Uniformed Workers-cum- Office Attendant (Unskilled) at the Office of the Addl. General Manager, Central Civil Circle, 79 Tilla, Agartala, Tripura (West) for the period of 12 (Twelve) Months". The contract will be initially for a period of 12 (Twelve) Months. However, the contract may be extended subsequently, on mutual consent, and on same contract rate & terms and conditions for a period of not more than 6(six) months at a time (up to maximum of two times) on review of performance, depending upon the requirements and administrative conveniences of the office which shall be binding on the service provider.

- 2.1.1. Age limit: Above 18 years and up-to 60 years for office attendant subject to production of Medical Certificate of Fitness from a registered medical officer as per Annexure-1.
- 2.1.2. Working hours: Engagement period of Uniformed Workers for performing duties of Office Attendant will be from 9.30 a.m to 6.00 p.m inclusive of half an hour rest on all working days and as and when required at Central Civil Circle, 79 Tilla, Agartala or any subordinate offices. Normally there will be no work on any Govt. Holiday or Sunday. The office attendant will have to sign in a register provided by the agency twice in a day at the time of entry and exit.

# 2.2. <u>Functional Responsibilities.</u>

#### For Uniformed Workers for performing duties of Office Attendant (Unskilled): -

- a) Office attendant will be fully responsible for the safeguard of the properties, official files, documents etc. of TSECL.
- b) The duty persons should maintained strict regularity in their daily attendance. In case of absence replacement has to be made by the agency.
- c) The number of office attendant may increase or decrease as per requirement of TSECL.
- d) They have to comply with all direction & instruction of the authority. Non-compliance of instruction may lead to termination of contract.
- e) They have to make photocopy of official papers as well as manage proper filing of papers. Receipt/ Despatch of documents/files etc. including delivery to different offices and any other works not mentioned but comes under scope of office attendant work would have to be done as and when required. No extra payment will be made for the work and no consumable will be supplied separately. They should be experienced and competent enough to perform the work.
- f) Strict discipline has to be adhered while performing duties by the Office Attendants.
- g) Due respect and honour need to be shown to all the employees of TSECL & guests by the Office Attendants.
- h) No residential accommodations to the Office Attendants shall be provided by the TSECL.
- i) The Office Attendants shall be solely responsible for safe custody of their duty related materials and TSECL shall not be responsible to any account whatsoever.

#### 3. FIRMS ELIGIBLE TO BID

The bidder should provide the qualifying information as detailed below:

- 3.1. The applicant agency should be a registered organization capable of providing office assistant having all required license & permission from the competent authority. Self attested copies of License to engage in the business of Office Attendant, Trade License & Registration Certificate from the appropriate authority is to be submitted.
- 3.2. Self attested copies of Experience, Performance Certificate in similar nature of work & Copy of Work Order i/c. Completion Certificate etc. issued from Govt. Deptt. / Govt. Undertakings only [during the last 3(Three) Financial Years].
- 3.3. Self attested copies of Certificate of Labour Registration, Employees Provident Fund Registration & ESI Registration Certificate.
- 3.4. Self attested copies of PAN Card, PTCC & GST Registration Certificate of current validity.
- 3.6. Year-wise Turn-Over audited in Rupees during the last 3 (Three) Financial Years.
- 3.7. Self attested copies of Agency's up-to-date Audited Balance Sheet for the last 3(Three) Financial Years.
- 3.8. Self attested copies of Income Tax Returns filed by the Agency for the last 3(Three) Financial Years.
- 3.9. Agency should provide Financial Solvency Certificate (FSC) from any Scheduled Bank guaranteed by R.B.I. having branch at Agartala.
- 3.10. Bidders shall furnish declaration in the shape of affidavit on Non Judicial Stamp Paper of Rs.100/= only (Notarized) that they have not been blacklisted by any Government (Central/State) Department, Semi-Government Organisation Educational Institutions, Public Sector Undertakings.

# INFORMATION TO THE BIDDER

#### 4. AVAILABILITY OF TENDER DOCUMENTS

4.1. The interested bidders are requested to download the bidding document and to go through the instructions/ terms conditions/ eligibility criteria noted in the NIT minutely.

The Bid shall be submitted in 2(Two) parts in Separate Sealed Envelopes properly Super scribing NIT No., Name of Work and Bid Opening Date containing in 1(One) Sealed Cover as follows:

#### A : PART – I (Pre-Qualifying Bid)

- (i) Earnest Money Deposit and Tender Fee in a **separate sealed envelope** as per stipulation mentioned above.
- (ii) Copy of similar work Experience as office attendant / Performance Certificate / Copy of Work Order etc. issued from Govt. Deptt. / Govt. Undertakings only.
- (iii) Copies of PAN CARD, Labour License, GST Registration Certificate, Pasara Registration of current validity as per Govt. norms.
- (iv) Turn Over of last Three FY Years.

#### B : Part – II (Price Bid)

(i) Price should be quoted in both words and figures considering of all Taxes in the prescribed 'Schedule of Work'.

## 5. COST OF BIDDING

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

## 6. NUMBER OF BID PER BIDDER

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

#### 7. LANGUAGE OF THE BID

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

#### 8. BID VALIDITY PERIOD

- 8.1. The bid for the work should remain valid for acceptance for a period of 180 days from the date fixed for financial Bid opening and in respect of accepted Bid the prices quoted shall remain valid during the entire period of contract.
- 8.2. During the above mentioned period, no plea by the bidder for any sort of modification of the bid based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.
- 8.3. In exceptional circumstances, prior to expiry of the original time limit, the TIA may request the bidders to extend the period of validity for a specified additional period. Such request to the bidders shall be made in writing. A bidder may refuse the request without forfeiting his EMD. A bidder agreeing to the request will not be permitted to modify his bid, but will be required to extend the validity of his EMD for a period of the extension.

#### 9. BID OFFER/ BID PRICES

11.1. The Bidder shall quote unit rates in the Price Bid of the Tender. Bidders are required to quote price based on the commercial, contractual and technical obligations outlined in the Bidding Documents on a "single responsibility" basis.

#### For Uniformed Workers for performing duties of Office Attendant (Unskilled): -

- a) There will be a consolidated remuneration @ Rs.7,779.00 (Rupees Seven Thousand Seven Hundred Seventy Nine) only per month excluding EPF & ESI charge, Administrative Charge of the Agency concerned, and GST.
- b) The contractor shall have to pay GST against the outsourced manpower with consolidated monthly remuneration. Administrative Charge for EPF will be @ 0.5% on consolidated remuneration OR minimum administrative charges payable per month per establishment is Rs.500.00. However, the rates of GST will be considered as stipulated by the Government from time to time which will be paid extra by TSECL on producing documentary proof and on submission of complete invoice (*including Administrative Charge of the Agency concerned*) in triplicate by the contractor. Attendance of the outsourced Office Attendant (Unskilled) is also to be provided along with the invoice.
  - c) Administrative charge of the agency will be finalized on competitive bidding

In Price Bid, no bidder should quote the **Administrative Charge as "Zero". Quoting "Zero"** as administrative Charge shall be liable for rejection of the bid as per govt. order and no plea in this regard will be entertained.

Any additional claim by the contractor towards increase in the special allowances/ variable dearness allowance/ basic minimum wages etc. due to changes in the relevant labour laws or regulations, shall not be entertained during contract period.

- 11.2. The rates quoted by the bidder shall be in Indian Rupees and shall remain **firm and fixed** during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is to be treated as non-responsive and will be rejected.
- 11.3. The proposal shall remain valid for 180 days from the date fixed for financial Bid opening and in respect of accepted Bid the prices quoted shall remain valid during the entire period of contract.
- 11.4. All duties, taxes, and other levies payable by the Bidder as per State/ Central Government rules in force shall be included in the rate quoted by the bidder.
- 11.5. If the number of manpower requirement escalates during the contract period, the contract value may be enhanced as per offered percentage over the minimum remuneration to be paid to the newly engaged personnel after AOC.

## 12. BID GUARANTEE

- 12.1 The Bidder shall furnish, as part of its Bid, earnest money for an amount as specified in the Notice Inviting Tender (NIT).
- 12.2 The earnest money is required to protect TSECL against the risk of Bidder's conduct, which would warrant the earnest money forfeiture pursuant to Para 12.6.
- 12.3 The earnest money shall be deposited in Indian rupees only.
- 12.4 Any bid not secured in accordance with Para 12.1 and 12.3 above shall be rejected by TSECL as non-responsive.
- 12.5 The EMD amount shall be refunded to all the bidders including L<sub>1</sub> (Selected) bidder, after the Award of Contract (AOC) is completed, on receipt of Contract Performance Guarantee (CPG) from the selected bidder.

#### 12.6 The Earnest Money shall be forfeited:

- a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the bid form; or
- b. In case of a successful Bidder fails:
  - i) to sign the contract; or
  - ii) to furnish the 'Contract Performance Guarantee'.
- 12.6.1 No interest shall be payable by TSECL on the above earnest money.

#### 13. ALTERATION

Any alteration which is made by the bidder in the contract form, the conditions of the contract, specifications or statements/ formats or quantities accompanying the same will not be recognized; and if any such alterations are made, the bid will be summarily rejected without any further correspondence.

#### 14. CONTRACT PERIOD

14.1. The Period of Contract shall be initially for a period of **12 (twelve) month** starting from the date of **15<sup>th</sup> day of issue of LOA**.

- 14.2. TSECL reserve the right to terminate the contract without assigning any reason during contract period by giving 1 (one) month notice in writing and no compensation will be paid for the balance period of contract. In case, the agency wants to withdraw the service, they will also have to give a notice of 1(one) month, if the agency failed to do so they have to pay 1(One) month Salary to TSECL in advance.
- 14.3. The contract will be liable for termination at any time during the period of contract and without liability for the balance period if the work is not carried out satisfactory in accordance with the rules in vogue and on non-fulfillment of the terms and conditions of the contract.

## 15. CONFLICT OF INTEREST

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

#### 16. BID OPENING

- 16.1. The technical Bid(s) will be opened on the date, time and venue mentioned at **Section-I.** In case of any unscheduled holiday(s) or occurrence of some event beyond control of the bid inviting authority on the day of opening, the tenders will be opened on the next working day at the same time.
- 16.2. Due to any occurrence issue/ unavailability of natural calamity the date and time of opening of Tender will be circulated in notice Board.
- 16.3. In case of any ambiguity, the decision taken by Bid Acceptance Authority on bids shall be final.

## 17. EVALUATION OF TECHNICAL & FINANCIAL BIDS

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

#### 18. AWARD OF CONTRACT

- 18.1. TSECL shall award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as technically acceptable and lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. TSECL shall be the sole judge in this regard.
- 18.2. Further, TSECL reserves the right to award separate Contracts to two or more parties in line with the terms and conditions specified in the accompanying Technical Specifications.
- 18.3. On being Awarded with LOA (Letter of Award), the successful bidder should confirm the unconditional acceptance of LOA duly signed with stamp.

#### 19. PERFORMANCE SECURITY

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

The CPG shall remain valid for a period more than 6 months from the longest guaranty period for items covered for execution of work.

In the event of breach /violation or contravention of any terms and conditions contained herein by the agency i.e., if the Firm fails to execute the contract, the CPG, part/whole (as per decision of the Authority), will be forfeited from the Contractor.

The Performance Security will be release as per banking protocol on completion of the successful execution of the task.

- 19.2 The Contract Performance Guarantee is intended to secure the performance of the entire contract.
- 19.3 The contract performance Guarantee shall be forfeited:
  - a) If the service provider fails to start the service for reasons solely rest on him.
  - b) If the service provider left / suspends the work without prior written intimation to the owner's Engineer in charge of the work stating the reasons for such suspension of work.
  - c) If the service provider left / suspends the work for reasons which are not acceptable to TSECL.
  - d) If the contractor fails to perform his obligations under the contract.

#### 20. CORRUPT OR FRAUDULENT PRACTICES

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

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

# Section III

# **GENERAL CONDITIONS OF THE CONTRACT**

#### 1. GENERAL TERMS & CONDITIONS

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

## 2. TERMS OF PAYMENT

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The Service Provider shall submit monthly invoice / bill for which the service is being provided along with the following documents within 1<sup>st</sup> week of the succeeding month addressed to the **O/o the Deputy General** Manager, CCD, 79 Tilla, Agartala, West Tripura, Pin: 799006. Ph : 0381 23 57273, E-mail : ccdtsecl79tila@gmail.com,

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

The Service Provider/Agency shall submit the following documents each month directly to the Deputy General Manager Central Civil Division, Tripura State Electricity Corporation Limited for verification & process of the bill.

- i) Copy of ECR (Electronic Challan cum Reader) of the last month PF deposited.
- ii) Proof of deposit of ESI for the last month.
- iii) Up-to-date proof of deposit for the last month.
- iv) Up-to-date proof of payment of wages to the personnel engaged.
- (a) Monthly returns of ECR (PF deposit) in PDF format to the concerned Division through Division mail.

Monthly returns of ESI in PDF format to corporate office.

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

- 2.2. No advance payment shall be made including payments of EPF/ ESI/ GST charges, etc. under any circumstances to the bidder.
- 2.3. All remittance charges will be borne by the bidder.
- 2.4. In case the bidder fails to execute the contract, TSECL shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- 2.5. Amount payable to the Service Provider as stated in the Contract shall remain non-negotiable and fixed during the tenure of the Contract. The prices quoted shall not be conditional /optional.
- 2.6. The agency will have to submit the documentary evidence monthly towards depositing the amount of contribution to Employee's Provident Fund and other statutory levies & taxes (which is inclusive in their quoted price and will be reimbursed by TSECL) along with the bill claimed, otherwise, their payment will be kept withheld. Moreover they will have to submit the individual yearly statement of the engaged duty person(s) in this regard.
- 2.7. The successful bidder must make payment/ salary to the workers within 5<sup>th</sup> day of subsequent month irrespective of receipt of payment from TSECL or not.
- 2.8. In case of a TIE in the price bid regarding lowest rates, successful bidder will be selected on the basis of highest Turnover of last three financial year.

## 3. TAX DEDUCTION AT SOURCE

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

#### 4. **PENALTY:**

- i) If the Service Provider fails to provide required manpower as stipulated in LOA, then the Service Provider shall be liable to pay to TSECL as penalty, a sum of Rs. 500/- (Five Hundred) only per Personnel/ Per month.
- ii) If the default continues for a period of one month, TSECL may without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the Service Provider or from the Performance Bank Guarantee or file a claim against the Service Provider.

#### 5. EVENTS OF DEFAULT:

Each of the following events or occurrences shall constitute an event of default ("Event of Default") under the Contract:

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

#### 6. **CONSEQUENCES OF DEFAULT:**

If an Event of Default occurs and would be continuing, TSECL may forthwith terminate the Contract by written notice. In the Event of Such Default, TSECL may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions:

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

## 7. ANNULMENT OF CONTRACT

- 7.1. Failure of the successful bidder to comply with the requirement noted at **Section-II** (*Scope of Work*) or for violation of any other Clause of the Tender document shall constitute sufficient ground for the annulment of the award in part or full and forfeiture of the Performance Security in which event the TIA may make the award to any other bidder at the discretion of TIA or call for new bids.
- 7.2. The contracting agency will be bound by the details furnished to TSECL, while submitting the tender or at subsequent stage. In case, any of such documents furnished by the bidder is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Supplier liable for legal action besides termination of contract.
- 7.3. In case the firm fails to complete the task within stipulated time period, a suitable amount of penalty decided by TSECL will be deducted from the performance security and action will be taken against the firm to recover suitable penalty.
- 7.4. In the event of breach/ violation or contravention of any terms and conditions contained herein by the agency, the agency will be blacklisted in addition to termination of contract.
- 7.5. The TIA reserves the right to blacklist a bidder at his discretion for a suitable period in case he fails to honour his bid without sufficient grounds.

#### 8. ARBITRATION

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

#### 9. FORCE MAJEURE

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

#### 10. INSTRUCTION TO BIDDERS

- 10.1. Bidder(s), in advance, should prepare the bid documents to be submitted as indicated in the tender document. Bid documents should be submitted with black and white option.
- 10.2. Do not quote any rate in the Price Bid anywhere in NIT. Bidder has to download the Price Bid sheet from website and quote the rate in the Price Bid only.
- 10.3. The bidder shall bear all the costs associated with the preparation and submission of the bid. The TIA, in no case, is responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.
- 10.4. The bidders should follow the time and date of end bid submission.
- 10.5. Each bidder shall submit only one bid for the work. A bidder who submits more than one bid will cause disqualification of all the bids submitted by the bidder.
- 10.6. TSECL reserves the right to ask the Outsourcing Agency (Service Provider) to change the 'Manpower' provided by them, if any 'Manpower' does not meet the requirement of TSECL or is not performing duties properly.
- 10.7. The outsourcing agency (Service Provider) shall also furnish undertakings from the 'Manpower' provided to the effect and that they will never claim regularization of services under TSECL, etc.
- 10.8. The Service Provider shall make payment to the 'Manpower' provided by them through DBT by 7<sup>th</sup> of every following month for which their remuneration is due and after that the Service Provider shall raise an invoice to TSECL along with the proof of payment of remuneration, EPF, ESI, GST, etc. for reimbursement by TSECL.
- 10.9. Replacement of any deployed manpower will be at the discretion of TSECL. Without concurrence of TSECL, agency concerned cannot change any manpower who has already been deployed in TSECL as 'Manpower'.

# Section IV

# **INSTRUCTION TO BIDDERS**

# 1. GENERAL INSTRUCTIONS

The bidders are to satisfy themselves by actual site visit before submission of bid. No claim on this account will be entertained at any stage.

# 2. COST OF BIDDING

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

# 3. THE BIDDING DOCUMENT

# 3.1 CONTENTS OF BIDDING DOCUMENTS

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

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

- a. Instructions to Bidders
- b. General Conditions of Contract
- c. Execution of Contract
- d. Declaration of Bidder
- e. Price schedule.

# 3.2 UNDERSTANDING OF BIDDING DOCUMENTS

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

# 4. CLARIFICATIONS ON BIDDING DOCUMENTS

4.1 If prospective Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part or requires any clarification on Bidding Documents should make the request / notify the tender inviting authority of TSECL in writing. The concerned authority of TSECL shall respond in writing to any request for such clarification of the Bidding Documents, which it receives not later than 7(seven) days prior to the deadline for submission of bids stipulated in tender notice. Written copies of the response (including an explanation of the query but without identifying its source) shall be sent to all prospective bidders who purchased the tender document.

4.2 Verbal clarification and information given from any offices of TSECL or his employee(s) or his representative (s) shall not in any way be binding on TSECL.

# 5. AMENDMENT TO BIDDING DOCUMENTS

- 5.1. <u>At any time prior to the deadline for submission of bids, TSECL may, for any</u> reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment (s).
- 5.2. The amendment shall be notified in writing by Post to all prospective Bidders, who have received the Bidding Documents at the address contained in the letter of request for issue of Bidding Documents from the Bidders. TSECL shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.
- 5.3. In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, TSECL may, at its discretion, extend the deadline for submission of bids.
- 5.4. Such amendments, clarifications, etc shall be binding on the bidders and shall be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the Bid.

# 6.0 **PREPARATION OF BIDS**

# 6.1 LANGUAGE OF BID

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

# 7.0 LOCAL CONDITIONS

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

Any bidder who has been debarred /black listed by any Central (GOI)/State Govt owned Power Utility, for supply of similar materials during last 3 years for whatever reasons and thereby shall stand disqualified automatically at the very pre-qualification stage. **Therefore, the Party (vendors) submitting the tender documents is liable to enclose a "Declaration" to this effect with due certification by "NOTARY"** depicting full name & designation (As per Format, annexed in Section-V of this NIT).

Banker's certificate regarding financial capability issued within last one year from the date of opening of tender.

Satisfactory evidence of authority of the person signing on behalf of the Bidder (Power of Attorney / Partnership etc.)

Notwithstanding anything contained herein above, the TSECL reserves the right to assess the capacity and capability of bidder to execute the work.

Bids submitted without documents as indicated above shall be treated as disqualified. Bidders shall have to produce original document as and when asked by the TSECL authority, for verification and authentication of submitted documents.

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

**NB**: In addition to the composition of the <u>**Technical Bid**</u> regarding the documents to be supplied, the Bidder may also supply additional documents in either of this Bid, as Non-Sensitive documents, The Bidder may suitably use any additional document for proper justification of his <u>**Technical Bid.**</u>

# 8 SCOPE OF THE PROPOSAL

8.1 The scope of the proposal shall cover all the items specified under the accompanying

Technical Specification & Price Bid

- 8.2 Bids containing deviations from provisions relating to the following clauses shall be considered as '**non-responsive**':
  - a) Price Basis and Payments & Price Adjustment: (Section-II) & (Section-III,)
  - b) Bid Guarantee: Section-I
  - c) Contract Performance Guarantee: Section-I
  - d) Liquidated Damages: General Condition of Contract (Section-III)
  - e) Guarantee: Section-III
  - f) Payment: Section-III.
    The determination of a Bid's responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 8.3 Bids not **covering the above entire Scope of Work** shall be treated as incomplete and hence rejected.

#### 9 **BID PRICE**

9.1 The Bidder shall quote unit rates in Price Bid in Financial Part of the Tender.

# 10 ALTERNATE PROPOSALS

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

# **12 PRICE BASIS AND PAYMENTS**

- **12.1** The bidders shall quote in their proposal price for the entire Scope of Supply covered under the Technical Specification as required in this Section followed by Price Bid.
- **12.2** Bidder shall indicate Bid prices in Indian Rupees only.

# 13 TAXES AND DUTIES

- 13.1 All applicable taxes, transportation, freight and insurance and other levies etc. payable by the bidders in respect of the transactions between the bidder and their vendors /sub-suppliers while procuring any components, sub-assemblies, raw materials and equipment shall be included in the bid price and no additional claim on this behalf shall be entertained by TSECL.
- 13.2 <u>Any statutory increase in GST</u>, beyond, beyond prevailing rate at the time of delivery shall be payable on production of documentary evidence during contractual delivery period. Benefit of statutory decrease in the rate of GST below the prevailing rate during bidding shall be passed on to TSECL.
- 13.3 As regards the Income Tax surcharge on Income Tax and other corporate taxes, the Bidder shall be responsible for such payment to the concerned authorities.
- 13.4 GST or any other tax, as applicable on services rendered shall be responsibility of the bidder. TSECL shall not bear any liability on this account.

# **14 TIME SCHEDULE**

- 14.1 The basic consideration and the essence of the Contract shall be strict adherence to the time schedule for performing the specified supply/works.
- 14.2 The requirement of **completion schedule** for the supply/works is mentioned in Section I of this document.
- 14.3 The **completion schedule** as stated in Section I shall be <u>one of the major factors in</u> <u>consideration of the Bids.</u>

# 14.4 <u>TSECL reserves the right to request for a change in the supply/work schedule during</u> post-bid discussion with successful bidder.

14.5 The works shall be completed within 90(ninety) days and shall be reckoned from 15<sup>th</sup> Day of the date of issue of the work order.

The successful Bidder shall be required to submit detailed **BAR CHART** and finalize the same with TSECL, as per the requirement of completion schedule.

## 15. CONTRACT QUALITY ASSURANCE

- 15.1 The Bidder shall include in his proposal, the quality assurance programme containing the overall quality management and procedures, which he proposed to follow in the performance of the works during various phases, as, detailed in relevant clause of the **General Technical Conditions.**
- 15.2 At the time of award of Contract, the detailed quality assurance programme to be followed for the execution of the contract shall be mutually discussed and agreed to and such agreed programme shall form part of the contract.

## **16. INSURANCE**

The bidder's insurance liabilities pertaining to the Scope of Work is detailed out in clauses titled insurance in General Terms & Conditions of Contract and in Erection Conditions of Contract. Bidder's attention is specifically invited to these clauses. The bid price shall include all the cost in pursuance of fulfilling all the insurance liabilities under the Contract.

## **17. BID GUARANTEE**

- 17.1 The Bidder shall furnish, as part of its Bid, earnest money for an amount as specified in the **Notice Inviting Tender (NIT)**.
- 17.2 The earnest money is required to protect TSECL against the risk of Bidder's conduct, which would warrant the **earnest money forfeiture pursuant to Para 17.6.**
- 17.3 Any bid not secured in accordance with relevant NIT clauses shall be rejected by TSECL as non-responsive.
- 17.4 <u>The earnest money of the unsuccessful Bidders shall be discharged /returned as</u> promptly as possible after completion of tendering process.

#### 17.5 **The earnest money shall be forfeited**:

- c. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the bid form; or
- d. In case of a successful Bidder fails:
  - i) to sign the contract; or
  - ii) to furnish the 'Contract Performance Guarantee'.
- 17.6 No interest shall be payable by TSECL on the above earnest money.

# 18. **PERIOD OF VALIDITY OF BIDS**

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

## **19.** SUBMISSION OF BI DS

The Bid shall be submitted in **2(Two) parts** in **Separate Sealed Envelopes** properly **Super scribing NIT No., Name of Work** and **Bid Opening Date** containing in **1(One) Sealed Cover** as follows:

# <u>A : PART – I (Pre-Qualifying Bid)</u>

- (v) Earnest Money Deposit and Tender Fee in a **separate sealed envelope** as per stipulation mentioned above.
- (vi) Copy of similar work Experience as office attendant / Performance Certificate / Copy of Work Order etc. issued from Govt. Deptt. / Govt. Undertakings only.
- (vii) Copies of PAN CARD, Labour License, GST Registration Certificate, Pasara Registration of current validity as per Govt. norms.
- (viii) Turn Over of last Three FY Years.

# **<u>B</u> : Part – II (Price Bid)**

(ii) Price should be quoted in both words and figures considering of all Taxes in the prescribed 'Schedule of Work'.

# 20 BID OPENING AND EVALUATION

# **20.10PENING OF BIDS BY TSECL**

- a) The Employer will designate Tender Opening Authority for each and every Bid separately, and the Technical bids will be opened at the time and date, as specified in the NIT/ Standard Bid Documents.
- **b**) All the Statements, Documents, Certificates, Demand Draft etc. submitted by the Bidders will be verified for technical evaluation. The clarifications and particulars, if any, required from the bidders, will be obtained by addressing the bidders directly. The technical bids will be evaluated against the specified parameters/ criteria mentioned in the BID, and in the same process as done in the case of conventional tenders. The technically qualified bidders will be identified and considered for their Financial Bid opening.
- c) The Bidders or their authorized representatives may remain present at the time of opening of the tenders. Either the Bidder himself or one of his representative with proper authorization only will be allowed at the time of tender opening. If any of the Bidders is not present at the time of opening of tenders, the tender opening authority will, on opening the tender of the absentee Bidder, read out and record the deficiencies if any, and this will be binding on the Bidder.
- d) The Minutes of the Technical bid opening shall be recorded and signed by the Tender Opening Authority as well as Bidders or their Authorized Representatives present.

- e) The Price bids/Financial bids of all the technically qualified bidders will be opened by the concerned Tender Opening Authority at the specified date and time.
- f) The Financial Bid's Item-wise Rates and total amount shall be read out, Minutes of the Bid opening shall be recorded and the Bidder's signatures will be taken in the minutes. The result of financial bids (Price bids) evaluation shall be recorded.
- g) Employer will prepare comparative Statement as per the decision of the Financial Bid Evaluation Committee in the Employer, which will be appropriately recorded at financial bid opening summary page).
- h) The Price Bid /Financial Bid of the Unqualified Bidders will not be opened.

# **21 CLARIFICATION OF BIDS**

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

## **22.COMPARISON OF BIDS**

22.1 Evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated Bid and, as a result of this comparison, the lowest Bid shall be selected for consideration of award of the Contract.

## **23 CONTACTING THE OWNER**

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

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

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

#### **25 NOTIFICATION OF AWARD**

- 25.1 Prior to the expiration of the period of bid validity and extended validity period, if any, TSECL shall notify the successful Bidder in writing by registered letter or by telex or FAX or email, to be confirmed in writing by registered letter, that his Bid has been accepted.
- 25.2 The Notification of Award / Letter of Award shall constitute the formation of the Contract.

# 26 SIGNING OF CONTRACT

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

# 27 CONTRACT PERFORMANCE GUARANTEE

27.1 On award of work the successful bidder shall have to deposit a contract performance guarantee (CPG) equivalent to 10% of the LOA value in the shape of Demand Draft in favour of Tripura State Electricity Corporation Limited preferably from any Nationalised Bank guaranteed by Reserve Bank of India, payable at Agartala.

The CPG is liable to be forfeited in case of non-compliance of order or failure to complete the order. Order is liable to be cancelled for non-submission of CPG in time with forfeiture of earnest money. No claim shall be made against TSECL in respect of interest on CPG.

It shall guarantee the faithful performance of the Contract in accordance with the terms and

conditions specified in these documents and specifications.

The Performance Guarantee shall cover additionally the following guarantees to TSECL:

- a. The successful Bidder guarantees the successful and satisfactory operation of the equipment supplied under the Contract, as per the specifications and documents.
- b. The successful Bidder further guarantees that the equipment supplied by him shall be free from all defects in design, material and workmanship and shall upon written notice from TSECL fully remedy free of expenses to TSECL such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the General Terms and conditions.
- 27.2 The Contract Performance Guarantee is intended to secure the performance of the entire contract.
- 27.3 The Contract performance Guarantee submitted in the shape of demand draft shall be returned to the Contractor without any interest at the end of successful completion and commissioning of the supply.
- 27.4 The contract performance Guarantee shall be forfeited:
  - e) If the supplier fails to start the supply as per approved BAR CHART for reasons solely rest on him.
  - f) If the supplier left / suspends the supply without prior written intimation to the owner's Engineer in charge of the work stating the reasons for such suspension of supply.
  - g) If the supply left / suspends the work of supply for reasons which are not acceptable to TSECL.

# Section -V Price Bid & ANNEXURES

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

# **SCHEDULE OF WORK / PRICE BID**

Name of work:- Providing 2(Two) Uniformed Workers-cum- Office Attendant at the Office of the Addl. General Manager, Central Civil Circle, 79 Tilla, Agartala, Tripura(West) for the period of 12 (Twelve) Months.

Details	Total Qnty.	Unit	Basic Unit Rate (In Rs.)
Providing 2(Two)Uniformed Workers-cum- Office Attendant at the Office of the Addl. General Manager, Central Civil Circle, 79 Tilla, Agartala, Tripura(West) for the period of 12 (Twelve) Months.	(2 Persons X 12 Month= 24 Unit	unit	

- 1. Basic unit rate for one Worker = Rs.
- 2. Administrative Charges @ \_\_\_\_% on Basic Rate (In Rs) = Rs.
- 3. EPF @ 13% on Basic Rate (In Rs) = Rs.
- 4. ESIC @ 3.25% on Basic Rate (In Rs) = Rs.
- 5. Sub-Total (1+2+3+4) = Rs.
- 6. GST @ 18 % on 5 = Rs.
- 7. Unit Rate with GST for one worker per month (5+6) = Rs.
- 8. Total amount for 2 (Two) workers for twelve month = Rs.
  - In Words:- Rupees

# MEDICAL CERTIFICATE OF FITNESS

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

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

His/ her age is to his/ her own statement is \_\_\_\_\_\_ years and by appearance \_\_\_\_\_

years.

Place: \_\_\_\_\_

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

Signature:

Designation:

# TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:....

To, The Deputy General Manager, Central Civil Division, 79 Tilla,, Agartala,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: \_\_\_\_\_

Dear Sir,

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

Yours Faithfully

(Signature of the Bidder, with Official Seal)

# LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Subject: Authorization for attending Pre-bid meeting/bid opening on \_\_/\_\_/2025 (date) in the Tender no.

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

Order of Preference	Name	Specimen signature

I

Ш

Alternate Representative

Signatures of bidder

or

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

\*\*Note:

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

# **BID FORM**

Tender No.

Dated \_\_\_\_/2025

То

The Deputy General Manager, Central Civil Division, 79 Tilla,, Agartala,

#### Dear Sir,

Having examined the conditions of contract and specifications including its all addendum and corrigendum, l/we, offer to provide manpower in conformity with said conditions of contract and specifications.

I/We undertake, if our Bid is accepted, to sign an Agreement with the Deputy General Manager Central Civil Division, TSECL within next 15 days of accepting the offer. The Agreement will be registered at our expense. We also shall place the manpower to TSECL within 15 (Fifteen) days from the date of issue of LOA.

If my/our Bid is accepted, I/we shall submit Contract Performance Guarantee (CPG) in the form of "Demand Draft/ Bankers cheque" from a scheduled Bank guaranteed by Reserve Bank of India for a sum not exceeding 10% of the contract value for the due performance of the Contract.

I/We agree to abide by this Bid for a period of 180 days <u>from the date of opening of Financial Bid</u> and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.

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

I/We understand that you are not bound to accept the lowest or any other bid you may receive and any decision in this regard from your end is final & binding on me/us.

Dated this .....day of .....2025

(Signature)

Signature of.....

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

Witness..... Signature..... Address..... Tele No.(s): FAX No.(s): E-mail id :-

Witness..... Signature..... Address.....

# PERFORMANCE CERTIFICATE FORMAT

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

Ref. No.....

Date:....

## TO WHOM IT MAY CONCERN

(Any other Remarks by the Order Issuing Authority.)

Signature of the Client

Name:

Seal:

# **TURNOVER CERTIFICATE**

In reference to e-NIT No.\_\_\_\_\_dated\_\_\_\_\_ of the Deputy General Manager, Central Civil Division, TSECL, I/We hereby confirm and certify that during the financial years FY: 2024 – 25 (i.e. for the year ended 31st March, 2025), FY: 2023 - 24 (i.e. for the year ended 31st March, 2024), and FY: 2022 - 23 (i.e. for the year ended 31st March, 2023), the Turnover/ Gross Receipt of my/ our firm/ company M/s\_\_\_\_\_, Office Address: \_\_\_\_\_ (Full Name and address of the Company/ Firm) as per Income Tax Return from outsourcing manpower services are as follows: 1. Turnover/ Gross receipts from outsourcing manpower services for the FY: 2024 – 25 Rs. \_\_\_\_\_\_ (Rupees \_\_\_\_\_\_ only). 2. Turnover/Gross receipts from outsourcing manpower services for the FY: 2023 – 24 Rs. \_\_\_\_\_\_ (Rupees \_\_\_\_\_\_ only). 3. Turnover/Gross receipts from outsourcing manpower services for the FY: 2022 - 23 Rs. \_\_\_\_\_\_ (Rupees \_\_\_\_\_\_ only). I/We also confirm that turnover/ Gross Receipt of the firm/ company M/S ..... from outsourcing manpower services. I/We hereby unconditionally undertake that if the information furnished above by me/us are found false or tampered, the Tender Inviting Authority shall without prejudice to any other right or remedy be at liberty to reject this Tender/bid including the forfeiture of the full Earnest Money Deposit (EMD).

Place: \_\_\_\_\_ Yours Faithfully (Signature of the Bidder, with Official Seal)

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

# **DECLARATION**

I/ We....., the authorized signatory of the firm/ agency (name and address) ......do hereby declare that I have personally gone through the relevant Detailed Notice Inviting Tender (NIT) and understood all the clauses, specifications of tendered items, instruction of the NIT and having been fully satisfied I have quoted the rate of the item/items. This is further to certify that I have not suppressed any fact which could debar me to participate into the tender. If it is revealed after opening of the tender that any fact is suppressed by me/ us, tendering authority shall have the absolute right to reject my tender along with other punitive actions against me as per terms and conditions of the tender. I do affirm that all the terms and conditions of the NIT are unconditionally accepted by me.

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

Signature of the bidder: Date: