

(A Govt. of Tripura Enterprise)

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

DATE OF ISSUANCE OF NIT : 25.07.2025 FUNDING : TSECL

- **1.0** The Deputy General Manager, Electrical Division Mohanpur, Mohanpur, West Tripura invites the tender on behalf of TSECL for hiring of different types of vehicle for official use from the interested experienced & bonafied Owner/ Agency meeting minimum eligibility criteria as specified in the bid document through **electronic tendering(e-tendering).**
- **2.0** The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than six months at a time (up to a maximum of one year) on review of performance, depending upon the requirements and administrative conveniences of the office.

Item	Description of items and NIT No.	Quan	Estimated Cost	Earnest Money	Completion period	
No.	tity		Estimated Cost	Tender Fee	period	
1	Providing 5 (Five) nos. ladder carriable Maruti EECO/Omni Van in good running condition along with service of driver for revenue management, Service connection/Operation and maintenance of HT/LT line, Sub-Station etc. within the jurisdiction of Kamalghat, Satdubia, Ghandhigram, Panchabati & Barakathal Call Center (Duty Hours-14 Hours) under ED- Mohanpur for 365 days. Type of Vehicle Required Maruti Eeco / Omni Van= 5 nos (with provision of ladder carriable). NIT No: DGM/ED-MNP/2025-26/06 Dated:-25.07.2025	5 Nos	Rs.30,80,175.00	Rs.61,604.00. Rs.3000.00	12 (twelve) Months	

3.0 This NIT for the above work will appear in 3(three) State Newspapers English and Bengali edition simultaneously once. This shall also be available on Tripura State Electricity Corporation Limited website at www.tsecl.in from 26/07/2025 The complete Bidding Documents shall be available at Government e-procurement portal http://tripuratenders.gov.in from 26/07/2025 up to 04/08/2025 Interested bidders can download the Bidding Documents and commence preparation of bids to gain time.



- 4.0 Eligible bidders shall participate in tender online through the government e-procurement portal at http://tripuratenders.gov.in. There is no provision to drop tenders physically (Hard copy). Tender shall be uploaded / submitted in a two-bid system:
 - (a) Bid Envelop-I (Technical bid)
 - (b) Bid Envelop-II (Financial bid)
- 5.0 Bidders willing to take part in the process of e-tendering are required to obtain a valid Class 2 / Class 3 **Digital Signature certificate (DSC)**, from any of the certifying authorities, enlisted by Controller of Certifying Authorities (CCA) at http://cca.gov.in. After obtaining the Class 2/3 Digital Signature Certificate (DSC) from the approved CA, Bidders shall Enroll themselves in the Tripura Government e-procurement web site at **http://tripuratenders.gov.in** and obtain User ID and Password for the purpose of bidding.

6.0 Critical Dates:

1.	Completion/ Engagement period	12(Twelve) Month.
2.	Date of Publishing of tender:	26/07/2025
3.	Document download / sale start date	From 26/07/2025 at 11.00 hrs to 04/08/2025 up to 17.00 hrs
4.	Clarification start date	26/07/2025 from 11.00 hrs (Through MS-Excel file via email: ed.mohanpur.07@gmail.com)
5.	Clarification End date	28/07/2025 up to 17.00 hrs (Through MS-Excel file via email: ed.mohanpur.07@gmail.com)
6.	Time and date of Pre-Bid Meeting:	31/07/2025, at 12.00 hrs (O/O the DGM, ED-Mohanpur, Mohanpur, West Tripura)
7.	Query Response/Corrigendum deadline	01/08/2025 up to 15.00 hrs
8.	Place of Pre-Bid Meeting, if any:	O/O The Deputy General Manager, Electrical Division, Tripura State Electricity Corporation Limited, Mohanpur, West Tripura, Pin-799211, Email ID:- ed.mohanpur.07@gmail.com, Mobile: 9436551010
9.	Start date for online Bidding	26/07/2025 from 15.30 hrs (Online through Tripura E-Procurement portal)
10.	Deadline for online Bidding:	04/08/2025 up to 17.00 hrs (Online through Tripura E-Procurement portal)
11.	Time and Date of Opening Technical Bid:	05/08/2025 at 11.30 hrs
12.	Time and Date of Opening Price / Financial Bid:	To be notified after Evaluation of Technical Bid
13.	Place of Opening Bids:	O/O The Deputy General Manager, Electrical Division, Tripura State Electricity Corporation Limited, Mohanpur,



		West Tripura, Pin-799211, Email ID:- ed.mohanpur.07@gmail.com, Mobile: 9436551010
14.	Bid Validity:	180 (One Hundred Eighty) days from the date of Opening of Technical Bid.
15.	Officer inviting Bids (TSECL):	O/O The Deputy General Manager, Electrical Division, Tripura State Electricity Corporation Limited, Mohanpur, West Tripura, Pin-799211, Email ID:- ed.mohanpur.07@gmail.com, Mobile: 9436551010

7.0 **Scope of Work**:

Scope of work covered Providing different types of Vehicles in good running condition along with service of Driver for official use on hired basis for ESD- Mohanpur, ESD-Bamutia, ESD- Hezamara & ESD-Lefunga under Electrical Division Mohanpur, Mohanpur West Tripura as per specification in this tender document.

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

- 8.0 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.
- 9.0 The detailed Qualifying Requirements (QR) is given in the Standard Bidding Documents (SBDs).

10.0 Tender fee and Earnest Money Deposit (EMD):-

- 9.1. Tender fee and EMD are to be paid electronically using the Online Payment Facility provided in the Portal. For online payment of Tender Fee and Earnest Money Deposit, please follow the following process:-
 - After initiating the Bid Submission Process from "My Tender' option, an "Online payment" page will appear which will display the total TF and EMD amount.
 - On submission of TF and EMD payment option, System will redirect to the SBI Bank MOPS window.
 - SBI MOPS will have two options for Net Banking –"SBI" & "Other Banks". Bidder can choose any of the options as desired and can complete the Online Payment Process.
- 9.2. The EMD amount shall be refunded to all the bidders including L_1 (selected) bidder in their respective Bank Account, after the Award of Contract (AoC) event is completed in the Tripura e-Procurement Portal, on receipt of Performance Bank Guarantee from the selected bidder.
- 9.3 No interest will be paid to the bidders on EMD submitted.
- 9.4 EMD of the bidder may be forfeited if in any case found to have made in false declaration or claims.
- 9.5 Bidders exempted under specific Government (Tripura State only) order / rules (only for manufacturers) from submitting EMD have to furnish Scan copy of the related Governments order / rules in English language, along with the tender in support of their claim exemption.

10.0 Contract Performance Guarantee i.e. Performance Security:-

10.1 Successful bidder (<u>Local SSI Unit / Outside bidder</u>) has to furnish "Contract Performance Guarantee i.e Performance Bank Guarantee" as per Performance security for an amount equal to



<u>10% of the total contract value</u>, issued by a Nationalized Bank having Branch at Agartala in the format provided in Annexure-IX in section- V of this NIT in favour of Tender Inviting Authority. The successful bidder will deposit said "Contract Performance Guarantee or Performance Bank Guarantee" <u>within 15 (Fifteen) days</u>. The validity of Performance Guarantee shall be at least for 18(eighteen) Month (CPG is to be extended further subject to extension of contract period, with the consent of the agency at same rate, terms & condition).

- 10.2 On receipt of the "Performance Bank Guarantee" from the selected bidder, the department shall scrutinize the same for its authenticity and validity for the amount and period.
- 10.3 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 "Performance Bank Guarantee", part/whole (as per decision of the Authority), will be forfeited from the guarantor.
 - 10.4 The Performance security will be released as per banking protocol on completion of the successful execution of the task.
 - 11.0 Extension of bank guarantee for performance of the contract shall be extended as & when asked by the Engineer in charge to keep the currency of the contract alive. In the event of failure on the part of agency to extend the bank guarantee before expiry of the bank guarantee submitted, the same shall be ancash without showing the reason thereof.
- 12.0 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.
- 13.0 The acceptance of Price bid / financial bid shall be subjected to acceptance of Tender fee.
- 14.0 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.
- 15.0 Downloaded NIT, Bid Document are to be uploaded back and digitally signed as a part of technical bid, and as a proof of acceptance of all terms and conditions in NIT and Bid Document.
- **16.0** The Bidder is expected to examine all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid



SECTION - II

INSTRUCTIONS FOR ONLINE BIDDERS

Instructions to the Bidders, to submit the bids online through the government e-procurement portal are at http://tripuratenders.gov.in. The bidders must carefully follow the instructions:

- 1. Possession of valid Digital Signature Certificate (DSC) and enrolment/ registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2. Bidder should do the enrolment in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.
- 3. Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
- 4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.
- 5. The DSC that is registered with the portal only should be used by the bidder and should ensure safety of the same.
- 6. Contractor / Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he/she is interested.
- 7. After downloading /getting the tender document/ Annexure/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / Addendum published, if any, before submitting the bids online.
- 9. Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-Token/Smart Card to access DSC.
- 10 Bidder selects the tender which he/she is interested in by using the search option & then moves it to the "my tenders" folder.
- 11 From my tender folder, he/she selects the tender to view all the details indicated.
- 12 It is construed that the bidder has read and agreed all the terms and conditions before submitting their offer. Bidder should go through the tender Annexure and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
- 13 The bidder shall scan all the documents before uploading and all scanned documents shall be of 100 dpi resolution in Portable Document Format (PDF). The scanned documents shall be uploaded in the designated locations of Technical Bid and Financial Bid, as prompted by the e-Procurement website.



- 14 Bidder should submit the Tender Fee/ EMD as specified in the tender through online.
- 15 While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 16. The bidder has to select the payment option as online to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- 17 The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 18 The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.
- 19 The Bidder needs to fill up their name and rates for all the items and in the designated Cells of the downloaded BOQ for the related work, and upload the same in the designated location of Financial Bid. The documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Bidders shall specially take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender. The Price Bid/ BOQ template must not be modified /replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 20 The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 21 After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 22 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the E tender system. The bidders should follow this time during bid submission.
- 23 All the data entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 24 Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 25 The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 26 The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 27 Filling all the fields in both qualifying and financial bids is mandatory. Incomplete bid will summarily be rejected at the discretion of the Department.



- 28 All the communications from this office to the bidders regarding every stage of tender processing activity will be sent through email registered in CPP by the bidder. Therefore the bidders are requested to regularly check their email.
- 29 For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Simultaneously for any further queries, the bidders are asked to contact with

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BID OPENING AND EVALUATION

30 OPENING OF BIDS BY TSECL

- 30.1 The Employer will designate Tender Opening Authority for each and every Bid separately, and the Technical bids will be opened online by them at the time and date, as specified in the NIT/ Standard Bid Documents.
- 30.2 All the Statements, Documents, Certificates, Demand Draft / Bank Guarantee etc. uploaded by the Bidders will be verified for technical evaluation. The clarifications and particulars, if any, required from the bidders, will be obtained by addressing the bidders directly. The technical bids will be evaluated against the specified parameters/ criteria mentioned in the BID, and in the same process as done in the case of conventional tenders. The technically qualified bidders will be identified and considered for their Financial Bid opening. The result of Technical Bids evaluation shall be displayed in the e-procurement portal and all the Bidders who have participated in the Tender will be able to access the same.
- 30.3 The Bidders or their authorized representatives may remain present at the time of opening of the tenders. Either the Bidder himself or one of his 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.
- 30.4 The Minutes of the Technical bid opening shall be recorded and signed by the Tender Opening Authority as well as Bidders or their Authorized Representatives present and the same shall be uploaded and can be accessed in the e-procurement portal.
- 30.5 The Price bids/Financial bids of all the technically qualified bidders will be opened by the concerned Tender Opening Authority at the specified date and time. The same can be tracked through the e-procurement portal by all the technically qualified bidders who participated in the tender. However, Qualified Bidders or their authorized representatives may remain present at the Price Bid (Financial bid) opening.
- 30.6 The Financial Bid's Item-wise Rates and total amount shall be read out, Minutes of the Bid opening shall be recorded and the Bidder's signatures will be taken in the minutes. The result of financial bids (Price bids) evaluation shall be displayed in the e-procurement portal and Bidders can access the same.
- 30.7 The 'BOQ comparative chart' generated & displayed from the e-procurement portal, after the opening of financial Bid (which will be displayed as 'BOQ comparative chart' at financial bid opening summary page), will not be final.
- 30.8 Employer will prepare comparative Statement as per the decision of the Financial Bid Evaluation Committee in the Employer, which will be appropriately displayed in the e-procurement portal (this will be displayed at financial bid opening summary page).
- 30.9 The Price Bid /Financial Bid of the Unqualified Bidders will not be opened.



31.0 CLARIFICATION OF BIDS

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

32. PRELIMINARY EXAMINATION

- 32.1 TSECL shall examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.
- 32.2 The Bidder shall ensure that the prices furnished by him are complete. In the case of not quoting of rates of any item (supply/work) in the downloaded BOQ XLS file, TSECL shall be entitled to consider the highest price of the tender for the purpose of evaluation and for the purpose of award of the Contact, use the lowest prices of the tender.
- 32.3 Prior to the detailed evaluation, TSECL shall determine the substantial responsiveness of each Bid w.r.t. Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment or which limits in any way the responsibilities or liabilities of the Bidder or any right of TSECL as required in these specifications and documents. TSECL determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.
- A Bid determined as not substantially responsive shall be rejected by TSECL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 32.5 TSECL may waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

33 COMPARISON OF BIDS

33.1 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.

34 CONTACTING THE OWNER

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

AWARD OF CONTRACT

35 AWARD CRITERIA

- 35.1 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.
- On being Awarded with LOA (Letter of Award), the successful bidder should confirm the unconditional acceptance of LOA duly signed with stamp.



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

36.1 <u>TSECL</u> 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.

37 NOTIFICATION OF AWARD

- 37.1 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.
- 37.2 The Notification of Award / Letter of Award shall constitute the formation of the Contract.
- 37.3 Upon the successful Bidder's furnishing of Contract Performance Guarantee pursuant to Clause of Section I. TSECL shall promptly notify each unsuccessful Bidder and will discharge its bid guarantee, pursuant to Clause 18 (Section II).

38 SIGNING OF CONTRACT

- 38.1 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.
- Within 7(Seven) days of receipt of the detailed Letter of Award, the successful Bidder shall convey in writing unconditional acceptance of the Letter of Award and shall attend the respective office of TSECL for signing the contract agreement.

39 CONTRACT PERFORMANCE GUARANTEE

39.1 On 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. 100% CPG amount have to deposit in the shape of Demand Draft or in the shape of Bank Guarantee in favour of Tripura State Electricity Corporation Limited from any schedule Bank guaranteed by Reserve Bank of India, payable at Agartala .The CPG shall remain valid for actual work period plus guarantee period against the item (CPG is to be extended further subject to actual delivery/execution period). If supplier/executing agency does not extend B.G, in case of pending supply/work, TSECL will be free to invoke B.G.

The Bank Guarantee should be executed in line with enclosed Proforma (Annexure-VIII) and on non-judicial stamp paper of Rs.100/=. 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 earnest money deposited at the time of tender shall be adjusted with the contract performance guarantee.

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

- 39.2 The Performance Guarantee shall cover additionally the following guarantees to TSECL:
 - a. The successful Bidder guarantees the successful and satisfactory operation of the equipment supplied under the Contract, as per the specifications and documents.
 - b. The successful Bidder further guarantees that the equipment supplied by him shall be free from all defects in design, material and workmanship and shall upon written notice from TSECL fully remedy free of expenses to TSECL such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the General Terms and conditions.
- 39.3 The Contract Performance Guarantee is intended to secure the performance of the entire contract.



- 39.4 The Contract performance Guarantee submitted in the shape of demand draft shall be returned to the Contractor without any interest at the end of successful completion and commissioning of the supply against a Bank Guarantee of equivalent amount from any Public Sector / scheduled Indian Bank valid up to the Guarantee period. The Bank Guarantee such deposited shall be discharged after expiry of Guarantee period.
- 39.5 The contract performance Guarantee shall be forfeited:
 - a) If the agency/owner of vehicle fails to place the requite vehicle as per LOA issued for reasons solely rest on him.
 - b) If the supplier 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 agency/owner suspends the work for reasons which are not acceptable to TSECL.
 - 40 CORRUPT OR FRAUDULENT PRACTICES
 - 40.1 TSECL expects the bidders / suppliers / contractors to observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, TSECL
 - a. defines, for the purpose of this provision, the terms set forth below as follows;
 - I. "Corrupt practice" means offering, giving, receiving or soliciting of anything of value to influence the action of a official in the procurement process or in contract execution, and
 - II. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the owner, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the owner from the benefits of free and open competition.
 - b. Will reject a proposal for award if it determines the bidder recommended for award has engaged a corrupt or fraudulent practice in competing for the contract in question.
 - c. Will declare a firm ineligible, either indefinitely or for a stated period of time, if TSECL at any time determines that the firm has engaged in corrupt / fraudulent practices in competing for, or in executing the contract.

SECTION - III

GENERAL TERMS AND CONDITIONS

- A. INTRODUCTION
- 1.0 DEFINITION OF TERMS



- 1.1 'The Contract' means the agreement entered into between Tripura State Electricity Corporation Limited and Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 'Owner' shall mean TRIPURA STATE ELECTRICITY CORPORATION LIMITED (TSECL) and shall include their legal representatives, successors and assigns.
- **1.3 'Contractor'** or '**Manufacturer**' shall mean the Bidder whose bid shall be accepted by TSECL for award of the Works/supply and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- **1.4 'Sub-contractor'** shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the owner's Engineer in charge of the work and shall include the legal representatives, successors and permitted assigns of such person.
- **1.5 'Consulting Engineer'/'Consultant'** shall mean any firm or person duly appointed as such from time to time by TSECL.
- **1.6** The terms **'Equipment'**, **'Stores'** and **'Materials'** shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- 1.7 'Works' shall mean and include the furnishing of equipment, labour and services, as per the Specifications and complete erection, testing and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site as defined in the Contract.
- **1.8 'Specifications'** shall mean the Specifications and Bidding Documents forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- **1.9 'Site'** shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by TSECL or Contractor in the performance of the Contract.
- 1.10 The term 'Contract Price' shall mean the item wise price / lump-sum price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the works.
- 1.11 The term 'Equipment Portion' of the Contract price shall mean the ex-works value of the equipment.
- 1.12 The term 'Erection Portion' of the Contract price shall mean the value of field activities of the works including erection, testing and putting into satisfactory operation including successful completion of performance and guarantee tests to be performed at Site by the Contractor including cost of insurances.
- **1.13 'Manufacturer's Works'** or **'Contractor's Works'**, shall mean the place of work used by the manufacturer, the Contractor, their collaborators/associate or sub-contractors for the performance of the Contract.
- **1.14 'Inspector'** shall mean TSECL or any person nominated by TSECL from time to time, to inspect the equipment, stores or Works under the Contract and/or the duly authorized representative of TSECL.
- **1.15** 'Notification of Award of Contract'/Letter of Award'/Telex of Award' shall mean the official notice issued by TSECL notifying the Contractor that his bid has been accepted.
- **1.16 'Date of Contract'** shall mean the date on which Notification of Award of Contract/Letter of Award/Telex of Award has been issued.
- **1.17 'Month'** shall mean the calendar month. 'Day or 'Days', unless herein otherwise expressly defined, shall mean calendar day or days of 24 hours each.
- **1.18** A 'Week' shall mean continuous period of seven (7) days.
- **1.19** "Writing" shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.20 When the words 'Approved'. Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used, the approval, judgment, direction etc. is understood to be a function of TSECL.
- **1.21 "Test on Completion"** shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is Taken Over by TSECL.



- 1.22 'Start Up' shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start-up period shall include preliminary inspection and checkout of equipment and supporting subsystem, initial operation of the complete equipment covered under the Contract to obtain necessary pretrial operation data, perform calibration and corrective action, shut down, inspection and adjustment prior to the trial operation period.
- **1.23 "Initial Operation"** shall mean the first integral operation of the complete equipment covered under the Contract with the sub-system and supporting equipment in service or available for service.
- 1.24 'Trial Operation', Reliability Test', 'Trial Run', 'Completion Test' shall mean the extended period of time after the start up period. During this trial operation period, the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer of TSECL unless otherwise specified elsewhere in the Contract.
- **1.25 'Performance and Guarantee Test'** shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the Contract Documents.
- 1.26 The term 'Final Acceptance / Taking Over' shall mean written acceptance of the Works performed under the Contract by TSECL, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specification or otherwise agreed in the Contract.
- 1.27 "Commercial Operation" shall mean the Conditions of Operation in which the complete equipment covered under the Contract is officially declared by TSECL to be available for continuous operation at different loads upto and including rated capacity. Such declaration by TSECL, however, shall not relieve or prejudice the Contractor of any of his obligations under the Contract.
- **1.28 'Guarantee period'/'Maintenance Period'** shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works performed under the contract.
- **1.29 'Latent Defects'** shall mean such defects caused by faulty designs, material or work man ship which cannot be detected during inspection, testing etc, based on the technology available for carrying out such tests.
- 1.30 'Drawings', 'Plans' shall mean all:
 - a) Drawing furnished by TSECL as a basis for Bid Proposals.
 - b) Supplementary drawings furnished by TSECL to clarify and define in greater detail the intent of the Contract.
 - c) Drawings submitted by the Supplier/Contractor with his Bid provided such drawings are acceptable to TSECL.
 - d) Drawings furnished by TSECL to the Contractor during the progress of the Work; and
 - e) Engineering data and drawings submitted by the Contractor during the progress of the Work provided such drawings are acceptable to the Executive Engineer in charge of the work.
- **1.31** "Codes" shall mean the following including the latest amendments and / or replacement, if any:
 - a) A.S.M.E. Test Codes.
 - b) A.I.E.E. Test Codes.
 - c) American Society of Testing Materials Codes.
 - d) Standards of the Indian Standards Institutions.
 - e) I.E.E.E. standards.
 - f) I.E.C. standards.
 - g) Other Internationally approved standards and / or Rules and Regulations touching the subject matter of the Contract.
- **1.32** Words imparting 'Person' shall include firms, companies, corporation and association or bodies of individuals.



- 1.33 Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contact Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof if any.
- **1.34** In addition to the above the following definitions shall also apply.
 - a) 'All equipment and materials' to be supplied shall also mean 'Goods'.
 - b) 'Constructed' shall also mean 'erected and installed'
 - c) 'Contract Performance Guarantee shall also mean 'Contact Performance Security'

2.0 APPLICATION

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

3.0 LANGUAGE AND MEASURES

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

4.0 CONTRACT DOCUMENTS

- 5.1 The term "Contract Documents" shall mean and include the following which shall be deemed to form an integral part of the Contract:
 - a) Invitation of Bid including letter forwarding the Bidding Documents, Instructions to Bidders, General Terms and Conditions of Contract, Erection Conditions of Contract and all other documents included under the Special Conditions of Contract and various other sections.
 - b) Specifications of the equipment to be furnished under the Contract as brought out in the accompanying Technical Specification.
 - c) Contractor's Bid proposal and the documents attached there-to including the letter of clarifications thereto between the supplier/Contractor and TSECL prior to the Award of Contract.
 - d) All the materials, literature, data and information of any sort given by the Supplier/Contractor along with his bid, subject to the approval of TSECL.
 - e) Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of contract if any.
- 6. **Period of validity of Bid:** Bid shall be valid for 180 days after the date of opening of bids.
- 7. **Period of Contract/Duration:** The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions for a period of not more than six months at a time (upto a maximum of one year) on review of performance, depending upon the requirements and administrative conveniences of the office

Preparation and Submission of Tender:



The tenders have been invited under two bid systems i.e. Qualifying Bid and Financial Bid. The necessary documents should be uploaded in the http://www.tripuratenders.gov.in portal as per the guidelines mentioned in the portal.

Below are the documents to be up loaded by bidder at the time of submitting bid online.

Part-I: Envelop-I (Technical Bid): (The list of the documents to be uploaded)

- i. Bid Form/Tender form and Declarations/Letters
- ii. Self-Attested copy of Registration of firm/company.
- iii. Self-Attested copy of Experience certificate issued by Central/State Government/Public Sector companies for one year or more during the last five years (if applicable).
- iv. Self-Attested copy of PAN card of firm/company/individual.
- v. Self-Attested Copy of the IT return filed for the last 3 financial year.
- vi. Self-Attested Copy of Goods Service Tax (GST) registration certificate.
- vii. Self-Attested copy of document showing current insurance of the vehicle
- viii. Self-Attested Copy of Registration Certificate of vehicle
- ix. 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 Bid document).
- x. Banker's certificate regarding financial capability issued within last one year from the date of opening of tender.
- xi. 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.
- i. 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.

All the documents mentioned above are for establishing the eligibility and non-submission of these documents will result in rejection of the tender. Original of all such documents shall be liable to be produced for verification, as and when asked by the tender inviting authority, failing which such documents shall be rejected.

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



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

The Price Bid / Financial Bid shall be consisting of the following documents:

Bill of Quantity (BOQ) i. e. the Price Bidding Schedule - to be downloaded.

Regarding **Bill of Quantity** mentioned as above (BOQ), the Bidder shall download the BOQ file in XLS format from the Tender document. All cells of the XLS document will be protected except the field (Bidder's Name and Rates only in figures), the Bidder is expected to fill in. The BOQ XLS document shall contain bundled Macros which shall have to be enabled for automatic calculations and "figure to word conversions".

NB: In addition to the composition of the <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, by scanning the related documents in PDF format (100 dps scan resolution) and saving them in Bidder's "My Document" before-hand. The Bidder may suitably use any additional document from his "My **Documents**" for proper justification of his **Technical Bid.**

Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he signs as

- a) A "sole proprietor" of the concern or constituted attorney of such sole proprietor.
- b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a Company.

Note:

- (1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney.
- (2) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties, the tender and all other related documents must be signed by all partners of the firm.
- (3) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid on behalf of such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the tender inviting authority may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (4) All the pages of tender should be serial numbered, signed by the bidder and affix his firm" s stamp at each page of the tender document and all its Annexures as the acceptance of the offer made by the tenderer will be deemed as a contract. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS NOTICE INVITING TENDER.

Technical/Qualifying Bid:

a) The Technical bid should be submitted online in **Envelop-I** mentioned above.



b) All documents asked must be uploaded as part of Technical/Qualifying bid.

Financial Bid:

- a) The Financial Bid should be submitted online in <u>Envelop-II</u> mentioned above. The Financial Bids of those bidders who are found qualified, will be opened on a specified date and time to be intimated to the respective bidder by e-mail registered by them in CPP. A duly constituted Tender Evaluation Committee (TEC) will evaluate the Financial Bids.
- b) The rates quoted shall be firm and final for the entire period of contract.
- c) Terms of payment as stated in the Tender Document shall be final.
- d) At the time of payment of bills, the income tax and other taxes, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

Security Deposit:

- a) The successful tenderer will have to deposit a performance security (security deposit) for an amount of 10% (Ten percent) of the value of the contract in the form of a Bank Guarantee for the validity period of 15 months. The Security Deposit will not be adjusted against any payment due to the firm from the Department or the Central Government.
- b) The Security Deposit can be forfeited, wholly or partly, by order of the competent authority in the event of any breach or negligence or non- observance of any condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said security deposit as may be considered to sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firms bill has been received and examined.
- c) A letter of Award will be issued to the successful bidder/bidders. Successful bidder shall have to submit a performance security bond within 15 (fifteen) days from the issue of the letter of Award, from scheduled bank as per the format given in Annexure-II.
- d) EMD of unsuccessful bidder shall be refunded within a week of the receipt of the performance security bond.

Penalties:

- a) Vehicles should be made available on call any day in the week at any hour. In case of failure to supply the vehicle, a penalty of Rs.1000/= will be imposed on each occasion and NO payment will be paid for the trip, in addition to the pro-rata deduction of rental in the monthly bill.
- b) The vehicle should report at the specified reporting time. In case of delay in reporting, acceptance of the vehicle will be at the discretion of the controlling officer subject to following conditions:
- i. If vehicle is accepted after delayed reporting, a penalty of Rs.300/= will be imposed for that day.
- ii. If the vehicle is not accepted, a penalty as per clause (a) above will be imposed.
- iii. In case of breakdown, if the vehicle is not replaced within one & half hour, penalty of Rs.200/= per occasion will be imposed, in addition to the pro-rata deduction of rental in the monthly bill.



- iv. The tender inviting authority reserves the right to call the vehicles before stipulated duty hour and beyond duty hour as and when required. Vehicles should be made available on call basis beyond the office hours in the week days as well as holidays, failing which the penalty as per clause (a) above will be imposed on each occasion.
- v. In case the driver is found to be under the influence of liquor or any other intoxication including drugs, penalty of Rs. 1000/- shall be deducted by the Institute from the bill of the bidder, which will be in addition to other penal action, if any

Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party without having first obtained permission in writing from the competent authority, which the authority will be at liberty to refuse if he thinks fit.

Terms of payment:

- a) No payment shall be made in advance nor shall any loan from any bank or financial institution be recommended on the basis of the order of award of work.
- b) The contractor shall submit the monthly bill in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.
 - c) All payments shall be made by the Authorized officer of TSECL through account payee Cheque/RTGS/NEFT.
- d) The competent authority shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in this tender.
- e) The term "payment" mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.
- f) Wherever applicable all payments will be made as per rate schedule of payments stated in Section-VI of the submitted Commercial bid of the successful bidder.

Currency of Payment:-All payments under the Contract shall be in Indian Rupees only.

Termination of Contract:

- **Termination for defaults**: The Institute may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Agency, Moreover, the contract may be terminated on mutual consent by giving one— month notice in advance, terminate the contract in whole or in part:
- a) If the Agency fails to deliver any work within the time periods specified in the contract, or any extension thereof granted by the Institute;
- b) If the Agency becomes bankrupt or otherwise insolvent.
- c) If the Agency, found in fraudulent practices against the institute.
- d) And any of its acts spoil to the integrity of the Institute, by any means.

Agreement:

8.1 The supplier/contractor should attend the concerned office of TSECL within 15(fifteen) days from the date of issue of the Letter of Award to the Contractor for signing the contract agreement.

The Supplier/Contractor shall provide for signing of the Contract, Performance Guarantee, appropriate power of attorney and other requisite materials.



- 8.2 The Agreement shall be signed in two originals and the Contractor/supplier shall be provided with one signed original and the rest shall be retained by TSECL.
- 8.3 The Supplier/Contractor shall provide **free of cost to TSECL** all the engineering data, drawings, and descriptive materials submitted with the Bid, in at least six (6) copies to form a part of the contract immediately after issue of Letter of Award.
- 8.4 Subsequent to signing of the Contract, the Contractor/supplier, at his own cost, shall provide TSECL with at least six (6) true copies of Agreement and one soft copy including 3(three) hard copies of the approved drawings within fifteen (15) days after the signing of the Contract.

5.0 ENFORCEMENT OF TERMS

9.1 The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not prejudice either party from exercising the same or any other right it may have under the **Contract.**

6.0 COMPLETION OF CONTRACT

10.1 Unless otherwise terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed on the date stipulated in the NIT.

7.0 TIME – THE ESSENCE OF CONTRACT

- 11.1 The time and the date of completion of the Contract as stipulated in the Contract by TSECL without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor/supplier shall so organize his resources and perform his Work as to complete it not later than the date agreed to.
- The Contractor/supplier shall submit a detailed <u>BAR CHART / PERT NETWORK</u> consisting of adequate number of activities covering various key phases of the Work such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days of the date of Notice of Award of Contract. This Bar Chart shall also indicate the interface facilities to be provided by TSECL and the dates by which such facilities are needed. The supplier/ Contractor shall discuss with TSECL for finalization and approval of the Bar Chart by TSECL. The agreed Bar Chart shall form part of the contract documents. During the performance of the Contract, if in the opinion of the owner's Engineer in charge of the work, proper progress is not maintained, suitable changes shall be made in the Supplier/Contractor's operations to ensure proper progress without any cost implication to TSECL. The interface facilities to be provided by TSECL in accordance with the agreed Bar Chart shall also be reviewed while reviewing the progress of the Contractor.
- 11.3 Based on the agreed Bar Chart fortnightly reports shall be submitted by the Contractor as directed by the owner's Engineer in charge of the work.
- 11.4 Subsequent to the finalization of the Bar Chart, the Supplier/Contractor shall make available to the owner's Engineer in charge of the work a detailed manufacturing programme in line with the agreed Contract Bar Chart. Such manufacturing programme shall be reviewed, updated and submitted to the owner's Engineer in charge of the work once in every month thereafter.
- 11.5 The above Bar Charts/manufacturing programme shall be compatible with TSECL computer environment and furnished to TSECL on such media as may be desired by TSECL.

8.0 EFFECTIVENESS OF CONTRACT

The Contract shall be considered as having come into force from the date of the Notification of Award, unless otherwise provided in the Notification of Award.



Arbitration:

If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. In the event of any question, dispute or difference arising under the agreement or in connection there the same shall be referred to the tender inviting authority. The arbitration proceedings shall take place at Agartala.

Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of the purchaser as to whether the supplies/services have been so resumed or not shall be final and conducive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

SECTION – IV (TENDER SPECIFIC TERMS & CONDITIONS)



1. Eligibility:

Documentary evidence for the under mentioned items should be submitted along with the bid:

i. The bidder should own or have on lease sufficient number of vehicles of model not older than as mentioned below:

Year of manufacturing of the vehicle offered for hiring should be:

(a) Maruti Ecco Van/ Maruti Omni Van -2020 & onwards

The proof of ownership or lease holding should be produced along with the qualifying bid documents.

- ii. The vehicle should be registered as a commercial vehicle and the model not older than as mentioned above. The lowest bidder shall make available the vehicle at the place, to be decided by the tender inviting authority, for inspection. If the tender inviting authority is satisfied with the condition of the vehicles, only then, LOA shall be awarded to the lowest bidder. If the lowest bidder is not able to provide vehicle(s) in good condition resulting in non issue of LOA, the earnest money of such bidder shall be forfeited.
- iii. The bidder shall submit the proof of ownership in case of own vehicle or in case of leased/ hold vehicles a power of attorney/affidavit, authorizing the bidder to use the vehicle for hiring, on stamp paper from Notary.
- iv. The bidder shall have experience of supplying vehicles to Central/State Govt. organization / PSU for minimum one year.
- v. The bidder must submit at least 2 certificate of Registration of Commercial Vehicles.
- vi. The bidder must have registration for Goods Service Tax (GST).
- vii. Drivers should have valid driving license.
- viii. Contractor shall be deploy any vehicle running on Petrol/ HSD/CNG.
- ix. Bidders shall obtain vehicle fitness certificate from competent authority, vehicle registration, comprehensive insurance, payment of road tax, etc.
- x. Bidders shall provide valid certificate of pollution under control for the vehicle from the concerned authorities and the same shall be renewed well before the due date.
- xi. Vehicle have comprehensively insured against all risks (including the driver and occupants). Insurance policy shall be renewed well before the due date.
- xii. Driver should always carry all necessary documents like Registration papers, Insurance papers, PUC clearance, RTO tax payment papers, valid driving license and all other documents that should accompany vehicle as per rules & regulations of applicable laws.
- xiii. In case of any accident to the vehicle, it will be the responsibility of the bidders or his representative (drivers) to lodge FIR etc. with police. All RTO issues and Traffic violations are to the account of contractor.



- xiv. The contract is valid for providing services of vehicle hired and at no point of time any or all of the Staff of service provider/ bidders shall raise a claim for employment.
- xv. Driver should carry sufficient cash for discharging obligations on account of parking charges, toll taxes, etc. Such expenditure shall be the contractor's responsibility.
- xvi. Lodging, boarding, transportation of driver shall be the contractor's responsibility.
- xvii. Vehicle should carry portable fire extinguisher.

Services to be provided:

- i. Provision of registered Commercial vehicles with licensed drivers, on Hiring basis for Vehicles on call basis running within the state of Tripura.
- ii. **Period of contracts**: Under normal circumstances the contract shall be valid for a period of one year from the date of issue of work order.
- The tender inviting authority may cancel the contract during the contract period without assigning any reason. However, the period of contract can be extended for a further period of one year at the discretion of the authority of TSECL. The contract so extended by the authority of TSECL, will be on the same rate and terms & conditions. After expiry of the extended period the contract will automatically come to an end and no separate notice will be given.
- iii. **Quantity:** Estimated number of vehicles is on monthly basis. However, the actual quantity ordered will depend on the requirement from time to time. The tender inviting authority reserves the right to increase or decrease the required quantity without any change in the hiring charges of the offered quantity and other terms and conditions.
- iv. **Reporting place:** Normally the vehicle will run under the jurisdiction of respective Circle /Sub-Station/Sub-Division/Division as an when required by the Engineer-in-charge of respective Offices. The user of the vehicle shall specify actual place of reporting.
- v. **Notice period:** For regular requirements one day in advance will be intimated from the Institute in writing or Service provider received requisition slip by Hard copy or e-mail or Whats App or any other communication from the In-charge of the vehicle from the Institute side. Telephonic /Verbal intimation shall be considered as notice with the confirmation of e-mail or by requisition slip.
- vi. **Calculation of distance:** From garage to garage but chargeable distance in this respect shall not be more than 2 km in each way.
- vii. **Accuracy of the meters:** The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.

viii. Special requirements:

a) Intending bidder must have a telephone number (Landline & Mobile) & where the requisition of vehicle can be conveyed round the clock (24 hrs) for 365 days. The driver of the vehicle must be provided with mobile telephone so that he may be contacted at any point of time.



- b) The vehicle must have permit to travel within the State. Permit fee/all kind of entry tax will be borne by the contractor.
- c) Payment of any government Tax /Duty in respect of the hired vehicle will be the liability of the contractor.
- d) Parking and toll charges, if any, shall have to be borne by the bidder.
- e) Any changes in case of monthly vehicle/driver should be informed at least 2 (Two) days before the day of such changes.
- f) No mileage will be allowed for lunch/breakfast or for filling of petrol/diesel etc.
- g) Extra charges shall not be claim by the bidder for outstation night halt if required.
- ix. **Duty hours:** As indicated in BOQ

Special conditions of contracts:



- a) In case the Government of India subsequently declares the date fixed the opening of the bid is holiday, the bid shall be opened on next working day. The contractor/ bidder will have full liability under sections of Motor vehicles Act 1968 and IPC causing death or permanent disability developed by the vehicle supplied by the Contractor. The hiring authority shall have no responsibility and will not entertain any claim in this regard in any circumstances. The contractor/bidder shall indemnify the purchaser from such incidences.
- b) The engagement and employment of drivers and payment of wages to them as per existing provision of various labour laws and regulations is the sole responsibility of the Contractor and shall indemnify the purchaser. Any breach of such Laws on regulation shall be deemed to be breach of this contract.
- c) The contractor shall supply the vehicles properly cleaned from outside and properly cleaned & totally dust free inside. Seats of the vehicle should have cover of white towels and towels should be washed weekly. Also, driver should be properly dressed & well behaved. Vehicles to be provided by the Contractor should be in perfectly sound working condition and suitable for use by senior officers of the dept. Engine of the supplied vehicle should be noise-free.
- d) Driver and vehicle should not be changed frequently especially in case of vehicle on monthly basis. If in most unavoidable circumstances the change of driver/vehicle is required, prior intimation should be given to the user concerned.
- e) The contractor should send the vehicle for periodical servicing at the cost of the contractor. Purchaser will not pay any mileage run for such servicing. The cost of lubricant, repairs, maintenance, Taxes, Insurance etc will be the contractor liability.
- f) In case of change of vehicle by the contractor during the period of the contract, the proof of ownership in case of own vehicle or in case of leased/ hold vehicles a copy of power of attorney/affidavit should be submitted within 7 (seven) days of such change for such changed vehicles.
- g) A metal plate should be fitted having inscription of 'ON TSECL DUTY, respective office'. Private journey shall not be entertained during the duty hours of the vehicle. But metal plate of indicating TSECL should be detached from the vehicle during private journey beyond duty hours.

2.0 Control of the Vehicles (for monthly basis):

- i. Monitoring of performance of the services to be provided by contractor under this tender shall be responsibility of Institute for the vehicles under their control. In case of any deficiency, Institute may take action as per terms & conditions of this tender and agreement to be signed, for the vehicles under their control.
- ii. Decision as to whether penalties would be levied or not for violation of terms & condition laid down in this tender shall be taken by Institute for the vehicles under their control. If decided so, penalties shall also be levied by Institute for the vehicles under their control.
- iii. The tender inviting authority will have the sole rights & responsibilities with respect to arbitration in case of disputes, extension of contract and custodian of performance security deposit.



- i) In Case the tender inviting authority is not satisfied with the quality/condition of the vehicle the contractor shall change the vehicle / make necessary repairs to the satisfaction of the authority.
- ii) No hike in rate will be allowed if there is a hike in the price of fuel, oil, lubricants etc. and or spare parts of vehicle.
- iii) The tender inviting authority reserves the right to counter offer price against the price quoted by the contractor.
- 4. **Payment terms**: Payment will be made by the Authorized officer of TSECL through account payee cheque/RTGS/NEFT against the submission of monthly bills (in triplicate) with Log Book duly signed by the designated user(s). The monthly bill shall be paid only after tax deduction at source (TDS) as applicable from time to time.
- 5 **Rate of hire charges**: a) Rates quoted should be inclusive all taxes except Goods & Service Tax (GST). Goods Service Tax (GST) will be paid extra as per Govt. rates applicable from time to time. Proof of deposit of Goods Service Tax (GST) to appropriate authority should be submitted quarterly to the Institute.

6.0.

- i) The vehicle should be placed on duty in **neat & clean** condition.
- ii) Vehicles and Self-Starter, Kilometer recorder, odometer and Speedometer must be operative.
- iii) All the cost towards the running of vehicle i,e cost of fuel, oil, lubricants repairing charges etc. i/c, pay and allowances of Driver will have to be borne by the bidder.
- iv) The vehicle should be provided with valid commercial license, Road Tax Certificate, Pollution Control Certificate, Insurance etc. of the vehicle.
- v) The driver of the vehicle should have valid driving license positively.
- v) No payment will be made for the vehicle if found unfit for journey.
- vi) Any minor or major repairing /break down/defect/accident will have to be attended by the owner at his own risk & cost and substitute arrangement to be done by the owner at his own cost and risk.
- vii) Failing of substitute arrangement by similar type of vehicle during break down /minor repairing of the vehicle engaged in duty, an amount of Rs100.00 (Rupees Hundred) only per hour subject to maximum Rs 1200.00(Rupees One thousand two hundred) only per day will be deducted as penalty from the contractor's bill.
- viii) Normally the vehicle will run in and around Agartala but the vehicle has to be run in any place of Tripura in the interest of TSECL works if required. On that account, no extra benefit will be given even for out station duty.
- ix) Duty hours: As indicated in BOQ
- x) The day to day journey shall be recorded in the Log Book duly signed by the Engineer-in Charge / using officer. Duty time may be varying in case of special ground; in that case no extra benefit will be given.
- xi) Sunday and Holiday will not be taken into consideration unless engaged in particular cases .



- xii) When the engagement is required on Sunday / Holiday concerned Driver will be informed in advance in particular cases.
- xiii) If the vehicle remains out of order within the journey period / duty hours for a period of more than 2 (two) hrs. Alternative arrangement i,e substitute vehicle will have to be provided by the owner. Otherwise no payment towards the detention charge will be made and vehicle owner will be liable to pay the hire charge of extra vehicle as per prevailing market rate at actual.
- xiv) TSECL reserves the right to release any vehicle at any time giving 2 (two) days prior intimation to the concern Driver/ Owner/agency of the vehicle in case of unsatisfactory performance.
- xv) The rates shall be inclusive of all taxes and duties GST/WCT as applicable will be deducted at source.
- xvi) A metal plate should be fitted having inscription of 'Duty of TSECL, respective office'. Private journey shall not be entertained during the duty hours of the vehicle. But metal plate of indicating TSECL should be detached from the vehicle during private journey beyond duty hours.
- xvii) The vehicles shall be engaged for a period 365 days and the successful vehicle owner /tendered shall have to execute an agreement with TSECL with deposition of necessary CPG
- xviii) Engagement of vehicles of the successful bidder /owner/tenderer is subjected to submission of the attested copy of driving license of the driver. Service of the vehicle with alternative driver, if any, shall not be entertained in case he fails to produce attested copy of valid driving license. In that case owner/tendered shall not be allowed with detention charge. In addition Rs 300.00 for the day shall be levied as penalty from his bill.
- xix) Owner of the vehicle /Tendered shall be allowed with running bill and such bill shall be given only after utilization of vehicle of minimum period 1(one) month .The bill shall be supported standard Log Book duly maintained for registering journeys and to be signed by the using officer the vehicle.
- The payment will be made on monthly basis on submission of bill in Triplicate supported by the Log book to the agency/owner .Bill in triplicate along with the copy of Log Book shall have to be submitted by the owner to the concerned Offices for preparation of payment of bill. GST shall be deducted from each running bill at source, if not registered under GST Rules. Income Tax shall be deducted from each running bill.
- xxi) Notwithstanding anything contained herein above, TSECL reserves the right to assess the capacity and capability of the bidder to execute the work.
- xxii) The undersigned on behalf of TSECL reserves the full right to terminate the contact at any time with one month notice. In case, agency wants to withdraw the vehicles, he will also have to give a notice at least one month before the date of withdrawal.
- xxiii) In case of any dispute, the decision of the Tripura State Electricity Corporation limited authority shall be final and binding.

SECTION -V.



ALL ANNEXURE / FORMATS / FORMS

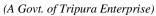
Annexure-I

FOLLOWING TENDER ENQUIRY PROFORMA SHOULD BE DULY FILLED UP BY THE INTENDING BIDDERS:-

Proforma- (I). INFORMATION TO BE FURNISHED BY THE TENDERER FOR APPRAISAL OF FIRM'S CAPABILITY & CAPACITY TO MANUFACTURE ITEM (S) EQUIPMENT AS PER REQUIREMENT TO TENDER ENQUIRY.

1	(A)) (i) Name of the tendering Firm							
		(ii)	Complete address of the required office						
		(iii)	Telegraphic address						
		(iv) Phone No.							
		(v) Fax No.							
		(vi)	Email No.						
	(B)	Name of the two responsible officers of the firm with designation (Managing Director / Partner/Chief Engineer / Works Engineer etc.							
		(ii) Day of which weekly holiday is observed.							
	©	Com	plete address of the works:						
		(i)	Name and Designation of the Chief Executive of Works and his immediate junior	f the					
		(ii)	Telephone number(s)						
		(iii) Email No.							
		(iv) Fax No.							
		(v) Day on which weekly holiday is observed							
	1								
2	Year	r of th	e Establishment :						
3	Eine		Danidan .						
	Financial Position: (a). (i) Land (Area & Value)								
	(a).	(ii)	Building (Covered area & value)						
		(iii)	,						
		(iv)	Plant & Machinery (Value in Rs. Lakh) Total drawing limit(Certificate from bankers) (Rs.						
	Lakh)								
	(b)	b) Annual financial turnover (duly audited for the last three years) (Rs. Lakhs)							
	©	Latest Income Tax Clearance Certificate.							
4	Man	power	r:(Nos)						
	(a)	Grac	luate Engineer(s)						
	(b)	Dipl	oma holder(s)						
	©	Skill	ed workers						
	(d)	Unskilled workers							



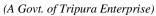




5		oduction capacity per month of the item covered in your obtation and justification for assessment							
	(a)		Details of plant & machinery installed (please attached separate sheets, if necessary).						
	(b)	Deta	Details of raw material required						
	©	Sour	ce of raw material.						
	(d)	Stoc	k in hand.						
	(e)	Qual	ity controls exercised in procurement of materials.						
6	Man	Manufacturing process & quality control:-							
	(a)	Details of manufacturing process.							
	(b)	Scheme of quality controls							
		(i) During manufacturing process.							
		(ii) At the finished stage							
		(iii) Whether any record is being maintained in respect of quality controls exercised							
7	(a)	Whether items offered conforms to IS or any other							
			nationally recognized standards, if so, give reference.						
	(b)		ther the firm is licensed to use ISI mark or any other						
			. Quality Mark. (Copies of latest test certificates issued						
			ovt. Laboratories / any Recognized Test House be						
		attached.							

Signature of Authorised Signatory of the firm

Seal of the firm





Annexure-II

FORMAT- A.

ACCEPTANCE LETTER AFTER DUE ATTESTION BY NOTARY (TO BE SUBMITTED IN TECHNICAL BID)

Refer N	NIT No Date
Tripura Electric	eputy General Manager, State Electricity Corporation Limited, cal Division Mohanpur, pur – 799211, Tripura (W)
Sir,	
	Acceptance of TSECL'S NIT Clause No. 8-(ix) of Section –II
1.	I/We hereby declare that I/We have gone through the NIT Clause No. 8-(ix) of Section –II of this NIT.
2.	I/We hereby declare the acceptance of the aforesaid mentioned clause.
3.	I/We hereby on behalf of (the name of the Vendor/Firm) declare that we are not "De-barred/Black listed" by any Central (GOI)/State Govt owned Power Utility, for supply of similar materials during last 3 years for whatever reasons.
	Yours faithfully, Date:
	(Signature of the Tenderer) With rubber Stamp
	Attestation Signature of Notary With Rubber Stamp
	Date:



Annexure-III

Certificate regarding Summary Statement of Yearly Turnover

		Financial	
Sl. No.	Year	Turnover rounded up to `in lakh (two digit after decimal)	Remarks
1.			
2.			
3.			
٦	Γotal		
	Average Tı	urnover: In	
<u>te</u> :			
		the current financial year is to be considered is to be expressed in lakh of rupees, rou	
	•	for 3 years is to be obtained by dividing	
set may	up in less that	n 3 year's period, consider the turnover for or 2.0. Average turnover is to be obtained	or the period from inception to the Yea
as t			riod, mention the year of inception in



Annexure-IV

STATEMENT OF ORDERS EXECUTED DURING LAST THREE FINANCIAL YEARS

S1. No	Name of the Items supplied	Financial year	Order No. and date	Name of Purchaser / order issuing authority	Quantity ordered	Quantity supplied /delivered	Order completion certificate not below the rank of Ex. Engg /DGM or equivalent post.	Work order/Challan/SRV Nos as proof of delivery (scanned copy of documents to be submitted	Remarks

CICNIA TRIDI				
SIGNATURE	OFTHE	TENDEKEK	WITHO	FFICE SEAL



Annexure-V

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

(For ge	enuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)
	, Partner/Legal Attorney/ Accredited Representative l/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 with Seal
	Dated



Annexure-VI

FORMAT OF LETTER OF BID

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

To, The Tender Committee,
Sub: Letter 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 EMD being submitted by us has been furnished on-
line.
This Bid and your subsequent Letter of Acceptance / Work Order shall constitute a binding contract
between us.
We hereby confirm our acceptance of all terms and conditions of the NIT document unconditionally.
Signature of the Tenderer with Seal
Dated



Annexure-VII

PROFORMA OF BANK GUARANTEE FOR **CONTRACT PERFORMANCE**

(To be stamped in accordance with stamp Act)

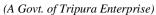
Bank Guarantee No.

Date
To The Deputy General Manager, Tripura State Electricity Corporation Limited, Electrical Division Mohanpur, Mohanpur – 799211, Tripura (W)
Dear Sir,
In consideration of Tripura State Electricity Corporation Limited (hereinafter referred to as the 'Owner', which expression shall unless repugnant to the contest or meaning thereof include its successors, administrators and assigns) having awarded to M/s
Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.
The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee, from time to time to extend the time for performance or the Contract by the Contractor. The

Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to for bear to enforce any covenants, contained or implied, in the Contact between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released to its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing what so ever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee the Owner may have in relation to the Contactor's liabilities.

TRIPURA STATE ELECTRICITY CORPORATION LIMITED





Notwithstanding anything contained herein above our liability under this guarantee is restrictedand it shall remain in force upto and includingand shall be extended from time for such period (not exceeding one year), as may be desired M/son whose behalf guarantee has been given.							
Dated this	day of	.200 At					
WITNESS							
(Signature)	(Signature)						
(Name)	(Name)						
(Official Address)							
Attorney as per Pov Of Attorney No	ver						
Date							

NOTES:

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



Annexure-VIII

(N.J. Stamp of **Rs.30/-**) <u>BEFORE THE NOTARY</u> <u>TRIPURA.</u> <u>INDEMNITY BOND</u>

I
Corporation awarded me to execute the work cocident of any workman, arising out of and in
der the terms and conditions here-in-after Corporation awarded me to execute the work
n that, the lives &bodies of my workmen(s), work, are duly insured with the Insurance Company
n that the corporation or any of its Director (s) ny compensation to any workmen in the event ment under me, employed by me for execution
OND TODAY, THE DAY, MONTH, YEAR G WITNESSES.
ull Signature of Contractor (INDEMNIFIER)
,



	Annexure-IX				
SCHEDULE OF BIDS					
<u>Tender No</u>					
Name of the tenderer with office & factory address. Tel. no. / Fax no. / E.mail address					
2 Address of Agartala office and Tel no/Fax no/E.mail address with the contact person	e name of				
3 Bid Form/Tender form and Declarations/Letters					
4 Self-Attested copy of Registration of firm/company.					
Self-Attested copy of Experience certificate issued by Central/State Government/Public Sector companies for one year or more during t years (if applicable).	the last five				
6 Self-Attested copy of PAN card of firm/company/individual.					
7 Self-Attested Copy of the IT return filed for the last 3 financial year.					
8 Self-Attested Copy of Goods Service Tax (GST) registration certificat	e.				
9 Self-Attested copy of document showing current insurance of the ve	ehicle				
5 Category of organization					
6 SSI registration No. & valid upto (a copy should be enclosed)					
7 Earnest Money (Amount and in the form of DD) submitted					
8 Details of Earnest Money in DD, as submitted					
9 Excise duty rate, if applicable					
11 Whether agreed to :					
a) Terms of payment					
b) Guarantee clause					
c) Security deposit clause					
e) Inspection clause					
13 Offer valid up to	Bids shall remain valid for 6 (six) calendar months after the date of bid opening prescribed by TSECL.				
14 The price should be Firm.	Firm				
15 Desired Delivery schedule of TSECL					
a) Commencement: shall be reckoned from 15 th day of the date of	of supply order.				

SIGNATURE OF THE TENDERER WITH OFFICE SEAL



Annexure-X

CHECK LIST

Tenderers are required to upload the scan copy of all the documents, required as per tender specification and NIT and verify before submission of Tender and also upload the Check list in the following format, duly digitally signed.

Sl. N o.	Scanned Copy of Documents to be uploaded	To be submitted in cover	Submitted (Y/N)
1	Tender Fee (Scanned copy)	Bid Envelop- I(Technical Bid)	
2	Earnest Money Deposit (Scanned copy)	Bid Envelop- I(Technical Bid)	
3	Price schedule in un-priced condition (Annexure-XIV). (Unpriced Price Schedule should contain offered quantity, applicable percentage only in respect of GST as applicable)	Bid Envelop- I(Technical Bid)	
4	Notice Inviting Tender	Bid Envelop- I(Technical Bid)	
5	Addendum / corrigendum, if published	Bid Envelop- I(Technical Bid)	
6	Schedule of bids duly filled in	Bid Envelop- I(Technical Bid)	
7	Declaration Sheet	Bid Envelop- I(Technical Bid)	
8	Deviation Sheet	Bid Envelop- I(Technical Bid)	
9	Check List	Bid Envelop- I(Technical Bid)	
10	Guaranteed Technical Particulars	Statutory cover (Technical proposal)	
11	Summary statement of average annual turnover	Bid Envelop- I(Technical Bid)	
12	Statement of orders executed	Bid Envelop- I(Technical Bid)	
13	List of Type Test Reports	Bid Envelop- I(Technical Bid)	
14	Proforma for undertaking to be submitted by the Bidder	Bid Envelop- I(Technical Bid)	
15	Format of Letter of Bid	Bid Envelop- I(Technical Bid)	
16	Proof of Original Equipment Manufacturer	Bid Envelop- I(Technical Bid)	
17	PAN card	Bid Envelop- I(Technical Bid)	



(A Govt. of Tripura Enterprise)

18	Current Professional Tax clearance certificate and VAT/CST registration certificate	Bid Envelop- I(Technical Bid)	
19	If there is no Professional Tax in any state, a declaration should be given.	Bid Envelop- I(Technical Bid)	
20	Banker's certificate regarding financial capability issued within last one year from the date of opening of Tender.	Bid Envelop- I(Technical Bid)	
21	Annual turnover for last three financial years.	Bid Envelop- I(Technical Bid)	
22	Purchase Orders, Inspection Offer letter, Despatch Instructions, Signed Challans etc. in support of completion of supply of the item against a particular contract.	Bid Envelop- I(Technical Bid)	
23	Detailed Type Test Report carried out within last three years.	Bid Envelop- I(Technical Bid)	
24	List of Orders in hand, along with Order values to be executed within one year of bid submission.	Bid Envelop- I(Technical Bid)	
25	Bill of Quantities.	Bid Envelop- II(Financial Bid)	

Signature with Designation & Seal