

# **REQUEST FOR PROPOSAL (RFP)**

For

Selection of Implementing Agency

For

**Providing, Erecting, Fixing & Maintaining Retro Reflective Signage (Gantry & Normal) on various roads under AMC limits of Agartala city, Tripura**

**RFP No: ASCL/RFP/08/12**

**Issued on: 30/08/2018**

Issued by

**AGARTALA SMART CITY LIMITED**  
**5th Floor, AMC, Paradise Chowmuhani**  
**Agartala, Tripura West**  
**Pin – 799001**



**Smart City**  
MISSION TRANSFORMATION

## AGARTALA SMART CITY LIMITED

### AGARTALA

### NOTICE INVITING e-TENDER

The **Chief Executive Officer**, on behalf of **Agartala Smart City Limited, Agartala, the SPV under Smart City Mission, Tripura invites single bid percentage rate e-tender** from the approved and eligible Contractors / Firms / Agencies of appropriate class registered with PWD/TTAADC/MES/CPWD/Railway/P&T/Other State PWD Central & State Sector undertaking experienced in similar nature of work and also from the registered firm / company experienced in similar nature of work detailed as below:

Sl. No.	Name of Work	Cost Estimate	Earnest Money	Time for Completion	Deadline for online bidding	Place, Time and date of opening of online bid	Website for online bidding	Class of Bidder
1.	Selection of Implementing Agency for Providing, Erecting, Fixing & Maintaining Retro Reflective Signage (Gantry & Normal) on various roads under AMC limits of Agartala city, Tripura. Operation & Maintenance for 05 (five) years including Defects Liability Period of 01 (one) year.  <b>Tender Ref: ASCL/RFP/08/12</b>	Rs. 65,11,534.00	Rs. 65,115.00	06 (Six) months	Up to 15.00 Hrs on 20-09-2018	O/o the Chief Executive Officer, Agartala Smart City Limited, 5 <sup>th</sup> Floor, Paradise Chowmuhani, Agartala – 799 001 at 15:30 Hrs on 25-09-2018	<a href="https://tripuratenders.gov.in">https://tripuratenders.gov.in</a>	Appropriate Class / category as per Nie-T

2. Bid documents consisting of qualification information and eligibility criteria of bidders, plans, specifications, drawings, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the bidder, can be seen downloaded from the website <https://tripuratenders.gov.in> at free of cost between **30-08-2018 10:00 Hrs** to **20-09-2018 15:00 Hrs**.
3. **Earnest Money and Bid Fee** to be payable along with the Proposal as a “Demand Draft”/ “Deposit at call” (as a single PDF file in 100 dpi resolution) issued by a Scheduled Bank payable at Agartala in favour of **Agartala Smart City Limited, Agartala, Tripura**.
4. Demand drafts furnished as above shall be valid for a minimum period of **03 (three) months** from the last date of publishing of bid. Bid Fee of **Rs.2500.00 (Rupees two thousand five hundred)** only shall be accepted as “Deposit at call”/”Demand Draft” and is Non-Refundable.
5. The bidders exempted from depositing earnest money & bid fee in individual case by any order of State / Central Government, PSU etc. shall also have to deposit the stipulated amount of earnest money & bid fee along with the bid in the form as specified in the bid document. No claim/ plea of the bidders in this respect will be entertained.
6. Downloaded tender document is to be uploaded back and digitally signed as part of bid and as proof of acceptance of all terms, conditions etc. in the tender document.
7. Bid shall be uploaded in single-bid system with all Pre-Qualification and other details. Bidder shall participate in bid online through website <https://tripuratenders.gov.in>, for which they shall register/enrol themselves in the same website. **Submission of bids physically is not permitted.**
8. To participate in bid, the bidder shall have a valid **Class 2 / Class 3 Digital Signature Certificate (DSC)**, obtained from the certifying authorities enlisted by Controller of Certifying Authorities (CCA) at <http://cca.gov.in>
9. Bids will be opened online through website <https://tripuratenders.gov.in> at **15.30 Hrs** on **25-09-2018**. If the office happen to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
10. The Bidders shall have to include the scan copy of “Demand Draft”/ “Deposit at call” (as a single PDF file in 100 dpi resolution), against the related Bid Fee & Earnest money, along with Prequalification Details. The Bidder shall also have to deposit both the original “Demand Draft”/ “Deposit at call”, only in a sealed envelope depicting DNITNo. and the Bidders Name & Address at the office of the **Agartala Smart City Limited, Agartala, 5<sup>th</sup> Floor, Paradise Chowmuhani, Agartala – 799 001 Tripura** up to **15.30 Hrs** on **25-09-2018**. If the office happen to be closed on the last date of receipt of the sealed covers as specified above, the same will be received on the next working day up to same time at same venue.
11. If a bidder is enlisted in the Tripura PWD as well as in MES, P&T, Railways or State PWDs he shall be eligible to bid for works up to the amount permitted by virtue of his enlistment in the Tripura PWD even if he may be authorized to bid for bigger works in the CPWD/ MES/P&T and/or Railways.
12. Bids of intending bidders who are near relatives of Divisional Accountant or Superintending Engineer or Executive Engineer or Assistant Engineer or Junior Engineer of the Circle in which the work is to be executed, will be rejected.

**Note:** A near relative includes wife, husband, parents, in-laws, children, brothers, sisters, uncles, aunts and cousins.

13. No Engineer of Gazetted rank or other official employed in the Engineering or Administrative duties in an Engineering Department of the State Government is allowed to work as a bidder for a period of two years after his retirement from government services, without Government permission. This contract is liable to be cancelled if either the bidder or any of his employees is found any time to be such a person who has not obtained the permission of the Government as stated above before submission of the bid or engagement in the bidder's service.
14. If the price quoted in the pre-defined BOQ by a bidder is found to be either abnormally high or due to unethical practices adopted at the time of bidding process, such bids shall be rejected.
15. 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.
16. The bidder, at the bidders own responsibility and risk, is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the bid for entering into a contract, for construction of the work. The costs of visiting the site shall be at the Bidder's own expense.
17. The bid for the work shall remain valid for acceptance for a period 180 **(One hundred eighty days)** from the last date of submission of the bid.
18. If the bidder withdraws his bid within the validity period then ASCL shall, without prejudice to any other right or remedy be at liberty to forfeit the earnest money.
19. In case the bidder fails to commence the work specified in the bidding documents on 15th day or such time period as mentioned in letter of award after the date on which the Engineer-In-Charge issues written orders to commence the work, or from the date of handing over of the site, whichever is later, the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.
20. **Commercials**
  - a. Bidder shall enter **percentage rate / Excess or less** in the Bill of Quantity (BOQ) which is in **MS-Excel (macro enabled)** and should be downloaded from the e-procurement application <https://tripuratenders.gov.in> and the same BOQ should be filled up properly and uploaded as a part of bid with digital signing.
  - b. Name of bidder must be written in the appropriate field of Bill of Quantity (BOQ) by bidder.
21. **Earnest money given by all bidders except the 1st and 2nd lowest bidder shall be refunded preferably within a week from the date of receipt of bids.** Earnest money of the 2nd lowest bidder will be refunded on finalization of the bid or expiry of the validity period whichever is earlier.
22. The security deposit will be collected by deductions from the running bills of the Bidders at the rate mentioned below and the earnest money will be treated as part of security deposit. Performance security only for bids with quoted rate less than the 15% of the estimated cost of work put to bid) may be accepted as Bank Guarantee of Scheduled Banks. A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the Bidder till the sum along with the earnest money equal to amount of 10% of the bided value of the works subject to following limit.

- a) Bided value up to Rs.100.00 lakh Security Deposit @ 10% subject to maximum of Rs. 5.00 lakh.
- b) Bided value above Rs. 100.00 lakh up to Rs.200.00 lakh Security Deposit @10% subject to maximum of Rs. 15.00 lakh.
- c) Bided value above Rs. 200.00 lakh Security Deposit @10% subject to maximum of Rs. 25.00 lakh.

In addition, the Bidder shall be required to deposit an amount equal to maximum 5% of the bided value of the contract as Performance Security (only for bids with quoted rate less than the (-) 15% of the estimated cost of work put to bid) within the period prescribed for commencement of work in the letter of award issued to him as per condition given in the NIT for single bid system.

For Bids up to 15% less than the estimated contract value of work, no additional security deposit is required. But for bid less than 15% of the Estimated Contract Value of work, the difference between the bided amount and 85% of the estimated contract value, shall be paid by the successful bidder at the time of concluding agreement as an additional security to fulfil the contract through a Bank Guarantee or Demand Draft on a Nationalized Bank / Scheduled bank in the prescribed format valid till completion of the work in all respects.

**23.** The bidders exempted from depositing security deposit & additional security deposit in individual case by any order of State / Central Government, PSU etc. shall have to deposit the stipulated amount of security deposit & additional security deposit in the manner as specified in the bid document. No claim/plea of the bidders in this respect will be entertained.

**24.** **The percentage rate quoted by the Bidder shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll taxes of Central and State Governments, local bodies and authorities that the Bidder will have to pay for the performance of this contract. The employer will perform such duties about the deduction of such taxes at source as per applicable law.**

**25.** Other details can be seen in the bid document.

Chief Executive Officer  
Agartala Smart City Limited  
Agartala, Tripura

# Agartala Smart City Limited

## Request for Proposal

Agartala Smart City Limited (ASCL), invites responses (“Proposals”/“Bids”) to this Request for Proposal (“RFP”) from eligible Bidder to be appointed for Providing, Erecting, Fixing & Maintaining Retro Reflective Signage (Gantry & Normal) on various roads under AMC limits of Agartala city, Tripura.

Interested Bidders are advised to study this RFP document carefully before submitting their proposals in response to the RFP document. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Interested Bidder to download the RFP document from website <https://tripuratenders.gov.in/>. Any subsequent clarifications, which will be issued by the authority made available on the above website only.

**Agartala Smart City Limited (ASCL) along with its PMC team will facilitate the entire bidding process and will participate in all clarification to enquiries, bid meeting, response to bidders, evaluation process etc.**

Agartala Smart City Ltd. (ASCL) has adopted a single stage in evaluating the Proposals. During the first stage of Request for Proposal (RFP), credible Bidders having requisite capability for undertaking the Scope of Work shall be shortlisted based on qualification criteria specified in RFP document. Shortlisted Bidders based on RFP stage, shall be invited for Request for Proposal (RFP) stage.

Proposals must be received no later than time, date mentioned in the table below:

Sl. No	Particulars	Details
1	Name of the Work	Selection of Implementing Agency for Providing, Erecting, Fixing & Maintaining Retro Reflective Signage (Gantry & Normal) on various roads under AMC limits of Agartala city, Tripura.
2	Website	<a href="https://tripuratenders.gov.in/">https://tripuratenders.gov.in/</a>
3	Cost of the RFP Document (Non Refundable)	Rs. 2500/- to be payable along with the Proposal as a “Demand Draft” / “Deposit at call” issued by a Scheduled Bank in favor of “Agartala Smart City Limited” payable at Agartala.
4	Earnest Money Deposit (EMD)	Rs. 65,115/- to be payable along with the Proposal as a “Demand Draft” / Deposit at call” issued by a Scheduled Bank in favor of “Agartala Smart City Limited” payable at Agartala.

5	Last date for submission of queries (in Excel) for clarifications through email	@ 06-09-2018 17:00 Hrs. Email: ceoasclagartala@gmail.com
6	Tender publishing Date	@ 30-08-2018 10:00 Hrs.
7	Seek Clarification Start Date	@ 30-08-2018 10:00 Hrs.
8	Seek Clarification End Date	@ 06-09-2018 17:00 Hrs.
10	Document download and Bid submission Start date	@ 30-08-2018 10:00 Hrs.
11	Document download and Bid submission End date	@ 20-09-2018 15:00 Hrs.
12	Opening of Bids	@ 25-09-2018 15:30 Hrs.
13	Selection Process	Least Cost (L1)
14	Bid Validity	180 days from the date of submission of bid
15	Name and Address for Correspondence/ city survey/For original Tender Fee & EMD submission	CEO, ASCL 5th Floor, AMC, Paradise Chowmuhani Agartala, Tripura West Pin – 799001 Email: ceoasclagartala@gmail.com
16	Mode for Tender Submission	Online
17	E-tendering	<ul style="list-style-type: none"> <li>• The bid document shall be available in the prescribed form through e-procurement application <a href="https://tripuratenders.gov.in">https://tripuratenders.gov.in</a>.</li> <li>• To participate in the bid, the bidder shall have a valid Class 2/ Class 3 Digital Signature certificate (DSC), obtained from either of the certifying authorities, enlisted by Controller of Certifying Authorities (CCA) at <a href="http://cca.gov.in">http://cca.gov.in</a></li> <li>• The Bidder shall Enroll himself/herself in the e-procurement website <a href="https://tripuratenders.gov.in">https://tripuratenders.gov.in</a> and obtain User ID and Password for bidding.</li> </ul>

Note: All the above mentioned times are as per clock time of e-procurement website <https://tripuratenders.gov.in>

Proposals that are received after the deadline will not be considered in this procurement process.

S/d

**Chief Executive Officer (CEO), ASCL**  
**Agartala, Tripura**

## *Invitation for Proposal*

Agartala Smart City Limited (ASCL), invites responses (“Proposals”/“Bids”) to this Request for Proposal (“RFP”) from eligible Bidder to be appointed for Providing, Erecting, Fixing & Maintaining Retro Reflective Signage (Gantry & Normal) on various roads under AMC limits of Agartala city, Tripura.

Interested Bidders advised to study this RFP document carefully before submitting their proposals in response to the RFP document. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Interested Bidder to download the RFP document from our website **<https://tripuratenders.gov.in>**. Any subsequent clarifications, which will be issued by the authority made available on the above website only.

**Agartala Smart City Limited (ASCL) along with its PMC team will facilitate the entire bidding process and will participate in all clarification to enquiries, bid meeting, response to bidders, evaluation process etc.**

Proposals must be received not later than time, date and venue mentioned in the ‘Schedule of Bid Process’. Proposals that are received after the deadline will not be considered in this procurement process. All documents that form a part of proposal response submitted by Bidder, should be submitted on the office of ASCL.



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## *Abbreviations*

AMC	Agartala Municipal Corporation
ASCL	Agartala Smart City Limited
ASTM	American Society for Testing and Materials
CD	Compact Disc
CEO	Chief Executive Officer
DBFOT	Design, Build, Finance, Operate and Transfer
DD	Demand Draft
DPR	Detailed Project Report
G2C	Government to Customers
GoI	Government of India
GoT	Government of Tripura
GST	Goods & Service Tax
IBD	Instructions to Bidders
MoRTH	Ministry of Road Transport & Highways
MoUD	Ministry of Urban Development
OEM	Original Equipment Manufacturer
PMC	Project Management Consultant
PPMS	Program Performance Monitoring System
PPP	Public- Private Partnership
PQ	Pre-Qualification
RFP	Request for Proposal
SCM	Smart City Mission
SCP	Smart City Proposal
SPV	Special Purpose Vehicle
URL	Uniform Resource Locator

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## ***Disclaimer***

Though adequate care has been taken in the preparation of this Request for Proposal Document (RFP document), the Bidder should satisfy themselves that the Document is complete in all respects.

Neither ASCL nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document. Each prospective Bidder should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate source before submission of this RFP document.

Neither ASCL nor their employees will have any liability to any prospective Bidder or any other person under the law of contract, for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document.

ASCL reserves the right, without any obligation or liability, to accept or reject any or all of the RFPs, at any stage of the process, to cancel or modify the process, or any part thereof, or to vary any of the terms and conditions, at any time, without assigning any reason whatsoever.

ASCL reserves the right to modify or amend or add to any or all of the provisions of this RFP document or cancel the present Invitation and call for fresh Invitations.

Neither ASCL nor their employees will have any liability in case of non-receipt of any correspondence from them to the bidders due to the postal delays.

The applicable laws for the purpose are the laws of India. Courts of Agartala will have jurisdiction concerning or arising out of this RFP document.

## 1. Introduction

The Agartala Smart City Limited intends to install Directional, Cautionary/Mandatory signboards & Gantry covering all major roads in Agartala City in order to divert/regularize the traffic with respect to the Agartala Smart City Work. Two (2) types of signage namely Gantry & Normal have been proposed in order to achieve the objective. 55 nos. of point of installation have been identified as of now & the details including the exact locations of the proposed signboards have to be finalized by the tenderer in association with ASCL.

Apart from supply and installation, a maintenance contract for the first five years is also to be executed by the tenderer with ASCL. **The cost of maintenance will have to be factored in the quoted rate itself.** This tender is for the manufacturing, installing and maintaining of retro-reflective signboards along with Gantry Signage in Agartala City.

Bidders are advised to study this RFP document carefully before submitting their proposals in response to this tender. Submission of a proposal in response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

## 2. Schedule of Bidding Process

Sl. No	Particulars	Details
1	Name of the Work	Selection of Implementing Agency for Providing, Erecting, Fixing & Maintaining Retro Reflective Signage (Gantry & Normal) on various roads under AMC limits of Agartala city, Tripura.
2	Website	<a href="https://tripuratenders.gov.in/">https://tripuratenders.gov.in/</a>
3	Last date for submission of queries (in MS Word or Excel) for clarifications through email	@ 06-09-2018 17:00 Hrs. Email: ceoasclagartala@gmail.com
5	RFP Validity Period	180 days from the date of bid submission

Sl. No	Particulars	Details
6	Last date (deadline) for submission of online bids	@ 20-09-2018 15:00 Hrs.
7	Opening of Bids	@ 25-09-2018 15:30 Hrs.

### 3. Background Information

#### 3.1 Basic Information

ASCL invites proposals (“Tenders”) to this Request for Proposal (“RFP”) from eligible vendors (“Bidder”) for Selection of Implementing Agency for Providing, Erecting, Fixing & Maintaining Retro Reflective Signage (Gantry & Normal) on various roads under AMC limits of Agartala city, Tripura.

The Scope of Work is mentioned under Section 6 of the RFP.

- i. The last date of submission of proposal is mentioned under “**Schedule of Bid Process.**”

#### 3.2 About Agartala

##### ***Location of the City:***

Agartala, the capital of Tripura, is situated along 23° 45’- 23° 55’N latitude and 91°15’- 91°20’E longitude, in the flood plains of the Haora River. Historically, the city has been an important border-trading town with trading linkages with Bangladesh. The National Highway (NH)-44 connects Agartala with Silchar, Guwahati and other towns of Assam. Agartala is connected by air links to rest of the country.

##### ***Climate:***

The climate of Agartala is of tropical monsoon type. The average annual rainfall is around 220 centimeters (cm). The average no of rainy days is 100 days. The temperature varies from 4.2°C to 37.6° on the average. The winter period is from November to February, summer is from March to May and monsoon is from June to September. It has a moderate temperature and highly humid atmosphere. Winds, which are of moderate velocity, are from the south-to-south – east direction for most of the time. Average velocity of wind varies from 4 km to 9 km per hour.

### **3.3 About Agartala Smart City Limited**

In line to the guidelines issued by Ministry of Urban Development (MoUD)/ Government of India (GoI) Government of Tripura has created a Special Purpose Vehicle (SPV) Agartala Smart City Ltd (ASCL) for implementing the Smart City mission at the city level.

ASCL will plan, appraise, approve, release funds, implement, manage, operate, monitor and evaluate the Smart City development projects. ASCL is headed by full time CEO and have nominees of Central Government, State Government and AMC on its Board.

The key functions and responsibilities of ASCL are to;

- i. Approve and sanction the projects including their technical appraisal
- ii. Take measures to comply with the requirements of MoUD with respect to the implementation of the Smart Cities programme.
- iii. Undertake review of activities of the Mission including budget, implementation of projects etc. and co-ordination with other missions / schemes and activities of various ministries.

### **3.4 Project Background**

In order to provide order to regularize the flow of traffic across the major roads and proper direction to vehicles while commuting, the Agartala Smart City Limited (ASCL) has envisaged to install signage across 55 locations as of now with respect to the Agartala Smart City Work. 2 types of signage types, namely Gantry & Normal have been proposed in order to achieve the objective. It will help to provide the information about the road along with distance and alerts for turns, curves, connections etc. to the ongoing traffic and vehicles. This will help in faster and organized movement of vehicles and also making transport safe on roads. Agartala will be a smart city in a real sense as common people who will now get information about the roads and interconnecting junctions and also warning about road safety while commuting.

## **4. Instruction to Bidders**

### **4.1 Eligible Bidders**

- a. The Bidder may be a single entity or a group of entities (the “**Consortium**”), coming

together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder.

- b. The term Bidder used herein would apply to both a single entity and a Consortium. The total number of Consortium members is limited to 2 including the Lead Member.
- c. Other Eligibility criteria's are mentioned in Section 4.4.

## **4.2 Firms Eligible to Tender**

The Firms who

- a) Possess the valid registration in the class and category mentioned in the NIT and satisfy all the conditions therein.
- b) Are not blacklisted or debarred or suspended by any order of any department / PSU in Tripura or in any State in India due to any reason, which is in force as on the date of submission of tender prohibiting them not to continue in the contracting business.
- c) Have complied with the eligibility criteria specified in the NIT are the eligible tenderers.

## **4.3 Firms Ineligible to Tender**

- a) A retired officer of the Govt. of Tripura or Govt. of India executing works is disqualified from tendering for a period of two years from the date of retirement without the prior permission of the Government.
- b) The tenderer who has employed any retired officer as mentioned above shall be considered as an ineligible tenderer.
- c) The contractor himself or any of his employees is found to be Gazetted Officer who retired from Government Service and had not obtained permission from the Government for accepting the contractor's employment within a period of 2 years from the date of his retirement.
- d) The contractor or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as Aforesaid before submission of the tender or engagement in the contractor's service.
- e) Contractor shall not be eligible to tender for works in the Division / Circle where any of his near relatives are employed in the rank of Assistant Engineer and above on the Engineering side and Divisional Accounts Officer and above on the administrative side. The contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazetted / Non-Gazetted, State Government Employees related to him. Failure to furnish such



information tenderer is liable to be removed from the list of approved contractors and his contract is liable for cancellation.

Note: Near relatives include

1. Sons, step sons, daughters, and step daughters
2. Son-in-law, and daughter-in-law
3. Brother-in-law, and sister-in-law
4. Brothers and Sisters
5. Father and Mother
6. Wife / Husband
7. Father-in-law and Mother-in-law
8. Nephews, nieces, uncle and aunties
9. Cousins and
10. Any person residing with or dependent on the bidder

#### **4.4 Amendment of Bid Document/RFP Document**

- a) ASCL reserves the right in its sole discretion of inclusion of any addendum to this entire Bid process. The Bidders shall not claim as a right for requiring ASCL to do the aforesaid.
- b) At any time before the deadline for submission of Bids/offers, ASCL may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders, modify this RFP/Bid Document and all such modifications shall be binding on them.
- c) All prospective Bidders who have received this RFP shall be notified about the amendments vide corrigendum and the same shall be uploaded on the e-portal <https://tripuratenders.gov.in/> website, and all such amendments shall be binding on them.
- d) If required in order to allow prospective Bidders reasonable time in which they need to take the amendment into account in preparing their Bids, ASCL at its sole discretion reserves the rights to extend the deadline for the submission of Bids. In no circumstance, the deadline for submission of Bids shall be extended beyond a period of 28 days. However, no request from the Bidder, shall be binding on ASCL for the same. ASCL's decision in this regard shall be final, conclusive and binding on all the Bidders.
- e) Any attempt by the Bidders to visit or meet top management officials of ASCL in connection with or incidental to the Bid process, shall be construed by ASCL as an unlawful attempt by the prospective Bidder, to influence the RFP/Bid process and may invite disqualification from bidding.

## 4.5 Eligibility Criteria

A. Prospective Bidders should fulfil the respective eligibility criteria mentioned below; else their bids will not be considered valid for the bid evaluation process and will be summarily rejected. The Bidders should submit all the supporting documents in the Bidder's eligibility proof. In the absence of such documentary evidences their bid will be rejected without any further correspondence. Decision of ASCL shall be final, conclusive and binding on all the parties.

Sl. No	Particulars	Eligibility Criteria	Supporting Documents	Y/N
1	Legal Entity	<p>Bidder (Each member in case of consortium) should be:</p> <ul style="list-style-type: none"> <li>A company incorporated in India under the Companies Act, 1956/LLP registered under LLP Act 2008 and subsequent amendments thereto/Proprietorship/Partnership Firm.</li> <li>Registered with the GST Authorities in India</li> <li>A registered bidder of the PWD of Tripura State/ CPWD/Any Other State PWD/NHAI etc.</li> </ul>	<ul style="list-style-type: none"> <li>Copy of Certificate of Incorporation / Statutory Registration Certificate/ Trade License / Partnership Deed</li> <li>Copy of Registration Certificates with the GST Authorities</li> <li>Enlistment certificate /document from PWD Tripura State / CPWD/Any Other State PWD/NHAI etc.</li> </ul>	
2	Presence in India	<p>Sole Bidder/ Lead Member should be</p> <ul style="list-style-type: none"> <li>Should have been operating for the last three years as on the date of publishing of RFP notice (including name change/impact of mergers or acquisitions).</li> </ul>	Copy of Certificate of Incorporation/ Statutory Registration Certificate/ Trade License / Partnership Deed /Any supporting document	
3	Working Capital	Availability of working capital for the work (Liquid assets, credit facility and availability of other financial resources such as solvency etc.) to undertake works costing Rs. 20 lakh or above.	(Certificate issued by the competent authority of any Scheduled Bank / Nationalized Bank in	

Sl. No	Particulars	Eligibility Criteria	Supporting Documents	Y/N
			India guaranteed by RBI in favour of the tenderer shall not be more than one year old) should be provided).	
4	Blacklisting	<ul style="list-style-type: none"> <li>• The Bidder should not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.</li> <li>• Should not have failed in the last three (3) years to perform on any contract or been expelled from or abandoned any PWD, Government of Tripura work, any other State Government, Central Government or have any of their works rescinded for any reason</li> </ul>	Self-certificate letter undertaking to this effect on company's letter head signed by company's authorized signatory.	
5	Litigation History	The Bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.	Self-certificate letter undertaking to this effect on company's letter head signed by company's authorized signatory.	
6	Experience	<p>The bidder should be in the business of installation and erection of normal signage or Gantry type signage for a minimum period of 5 years and should have satisfactorily completed in the last 3 years (2016-17, 2015-16, 2014-15) at least-</p> <p>i. three similar works each costing not less than the amount equal to 20% of the estimated amount of contract during the last 3 financial years;</p> <p>or</p> <p>ii. two similar works each costing not less than the amount equal to 30% of estimated amount of contract during the last 3 financial years;</p> <p>or</p>	Copies of the work orders or Work Completion Certificate	

Sl. No	Particulars	Eligibility Criteria	Supporting Documents	Y/N
		iii. one similar work of aggregate cost not less than the amount equal to 50% of the estimated amount of contract in any one financial year during the last 3 financial years; using retro-reflective road signage works and Gantry type signage works as per IRC 67 specifications to Govt. agency or should be satisfactorily executing currently at least one work of similar nature and magnitude of the proposed work and completed billing of at least 90% of the value of the work as a prime bidder or as a nominated sub-bidder (here the sub contract involved execution of all main items)		
7	Manufacturer Authorization Letter	Bidders need to submit Manufacturer Authorization Letter (Specific to this Tender) along with their Technical Proposal	Duly Signed Manufacturer Authorization Letter	

B. Bidders shall include all the above mentioned Supporting Documents in their bids.

**Note:** Bidder must comply with all the above-mentioned criteria as specified. Non-compliance of any of the criteria can entail rejection of the offer. Scanned copies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when ASCL decides, originals/certified copies should be shown for verification purpose. ASCL reserves the right to verify/evaluate the claims made by the Bidder independently.

- C. Even though the bidders meet the above qualifying criteria they are subject to be disqualified if they have;
- i. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and/or.
  - ii. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc. and/or.

## **4.6 Submission of Bid**

Bidders are required to submit their bids in online mode only through e-procurement portal of Tripura Government.

**Part – I: Technical Bid** with detailed supporting document to be submitted online on e-procurement portal of Tripura Government.

### **EMD & Tender Fee**

Earnest Money and Tender Fee are to be drawn separately on any scheduled commercial bank under RBI, in the shape of “Deposit at Call” / “Demand Draft” in favor of “Agartala Smart City Ltd”. Tender Fees and EMD to be submitted in hardcopy format. (Containing of Original, one Copy, EMD & Tender Fees) before the last date of submission of the bids. Validity of the EMD shall be 180 days and may be extended as deemed by ASCL

### **Part – II: Price Bid**

The price bid should be submitted online mode in the BOQ excel file only through e-procurement portal of Tripura Government.

### **Language**

The RFP and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the RFP may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the RFP, the English language translation shall prevail. It should be noted that any document in foreign language, not accompanied by an English version and duly authenticated, will be liable for rejection.

### **Documents comprising of the Tender**

The Bid should comprise of the following.

- a) Bid document and drawings
- b) Qualification information and supporting documents. (As per Annexure –I)
- c) Bid offer & Schedule of works (BOQ)

**General Terms**

- i. All the documents to be submitted by the bidder along with their offer should be duly authenticated by the person signing the offer and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the bidder and ASCL reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.
- ii. No Technical/Commercial clarification will be entertained after opening of the tender.
- iii. ASCL reserve the right to reject or accept or withdraw the tender in full or part as the case may be without assigning the reasons thereof. No dispute of any kind can be raised the right of buyer in any court of law or elsewhere.
- iv. ASCL reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- v. ASCL at its discretion may extend the deadline for the submission of Bids.
- vi. No dispute by the bidders in regard to Technical/Commercial points will be entertained by ASCL and decision taken by the Tender Committee will be final.
- vii. The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- viii. The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender and reserves the right to reject in part or in full any or all tender(s) received and to split up the work among participants without assigning any reason thereof.
- ix. The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- x. No variation in or modification of the terms of the Agreement shall be made except by written amendment signed by the parties.
- xi. Tender documents are not transferable. Bidders must buy the tender documents in their own name.
- xii. The Court of Agartala only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

- xiii. Agreement will be made with the contractor after placement of order. Draft Agreement will be provided.
- xiv. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

## **5. Evaluation of Bid**

- The Evaluation Committee would evaluate the Techno Commercial Evaluation. In order to facilitate the evaluation.
- Initially Eligibility Criteria (Technical Proposal) of all the bidders will be evaluated. The proposals of the prospective bidders who qualify the above mentioned eligibility criteria shall be taken up for further financial evaluation as set forth below. EMD of unsuccessful bidders, shall be returned after selection of successful bidder.
- After evaluation of the technical proposals, the price proposal will be opened for the qualified /eligible bidders. Thereafter, ASCL will examine the Price Bids to determine whether they are complete.

The Price Bids shall be evaluated considering the following factors: –

Least Cost Basis (L1)

## **6. Scope of Work for the Bidder**

The following list is a representative but not exhaustive summary of the responsibilities of the Implementing Agency. The vendor shall provide the detail information on service level standards for RFP, with respect to the following:-

- Bidder to conduct survey of existing signage to maintain parity while designing the new signages.
- Preparation of the final list of locations for each type of boards, information on name of Destinations, distance, arrows, symbols to be provided on each board in association with ASCL.
- Preparation of list of Traffic signs and symbols where required post survey
- Preparation of retro-reflective sign boards & Gantry signage's in accordance with the specifications and designs in approved drawings as per the details finalized.

- Transportation and installation of the signboards at appropriate locations in Agartala City.
- Maintenance of the boards for the first five years from the date of installation. The following items of works are included in the maintenance.
  - i. Water washing and cleaning the board, if necessary by light detergent, in every one year.
  - ii. Painting of the signs, if necessary, in every two years.
  - iii. Repairing / replacing the sheets / boards damaged in natural causes, free of cost.
  - iv. If the damage is of serious nature and not caused naturally, the actual cost of replacement (should not be more than the item price as per the present tender) can be claimed with the support of photo identification and Certificate from the Engineer in charge.
  - v. Even though it is the responsibility of the tenderer to see that all the boards are in perfect condition, a local contact number is to be provided for informing the noticed damages in case of emergency.

## **7. One bid per Bidder**

Each bidder shall submit only one bid for proposal. A bidder who submits or participates in more than one Bid (other than as a subcontractor) will cause all the proposals with the Bidder's participation to be disqualified.

## **8. Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of his Bid and ASCL will in no case be responsible and liable for those costs.

## **9. Site Visit**

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit to examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be borne by the bidder. List of proposed sites are provided in **Enclosure I**.

## **10. Technical Specification**

The Technical Specifications contained herein shall be read in conjunction with the other tender documents.



### 10.1 General Specifications

The color, configuration, size and location of all traffic signs for highways and for other roads (other than Expressways) shall be in accordance with the Code of Practice for Road Signs, IRC: 67:2012 or as shown on the drawings. In the absence of any details or for any missing details, the signs shall be provided in accordance with international standards and/or as directed by the Owner.

The work, in general, shall be executed conforming to IRC 67:2012, as per the description of the item and as per MoRTH's specifications for Roads & Bridges, 2013 (Fifth Revision).

### 10.2 Specification of materials for Signs

Detailed specification is attached. Materials and fabrication of road signs shall conform to the following requirements:

**Concrete:** Concrete shall be of M20 grade.

**Reinforcing steel:** Reinforcing steel shall conform to the requirements of IS 1786 unless otherwise specified in contract drawings.

**Bolts, nuts and washers:** High strength bolts shall conform to IS 1367 whereas precision bolts, nuts etc, shall conform to IS 1364.

**Plates and supports:** Plates and support sections for the signposts shall conform to IS 226 and IS 2062 or any other stated IS specification.

**Substrate:** Substrate shall be Aluminium conforming to following sub-sections: Aluminium sheets used for sign boards shall be of smooth, hard and corrosion resistant aluminium alloy conforming to IS 736- Material designation 24345 or 1900. Thickness of aluminium shall be 2mm.

**Retro reflective sheeting:** The retro reflective sheeting used on the signs shall consist of the white or blue colored sheeting having a smooth outer surface, which has the property of retro reflection over its entire surface. It shall be weather-resistant and show color fastness.

It shall be new and unused and shall show no evidence of cracking, scaling, pitting, blistering, edge lifting or curling and shall have negligible shrinkage or expansion. A certificate of having the sheeting tested for co-efficient of retro-reflection, day/night time colour luminous, shrinkage, flexibility, liner removal, adhesion, impact resistance, specular gloss and fungus resistance, 3 years outdoor weathering (as per table 14 of ASTM D 4956-09) and its having passed these tests shall be obtained from an International/ Laboratory, by the manufacturer of the sheeting.

Retro-reflective sheeting is typically manufactured as a cube corner. The reflective sheeting shall be Class C retro-reflective sheeting made of Grade XI micro prismatic retro-reflective material. The retro-reflective surface, after cleaning with soap and water and in dry condition shall have the minimum coefficient of retro-reflection (determined in accordance with ASTM D 4956-09) as indicated in the Table. When totally wet, the sheeting shall show not less than 90 per cent of the values, of retro reflection indicated in the Table. At the end of 10 years, the sheeting shall retain at least 80 per cent of its original retro-reflectance.

**Acceptable Minimum Coefficient of Retro-reflection for Type XI Prismatic Grade Sheeting\*\* (Candelas per Lux per Square Metre) (Table – 1)**

Observation Angle	Entrance Angle	white	Yellow	Orange	Green	Red	Blue	Brown	Florescent yellow-Green	Florescent yellow	Florescent Orange
0.1 <sup>oB</sup>	-4°	830	620	290	83	125	37	25	660	500	250
0.1 <sup>oB</sup>	+30°	325	245	115	33	50	15	10	260	200	100
0.2°	-4°	580	435	200	58	87	26	17	460	350	175
0.2°	+30°	220	165	77	22	33	10	7	180	130	66
0.5°	-4°	420	315	150	42	63	19	13	340	250	125
0.5°	+30°	150	110	53	15	23	7	5	120	90	45
1.0°	-4°	120	90	42	12	18	5	4	96	72	36
1.0°	+30°	45	34	16	5	7	2	1	36	27	14

**\*\* Minimum Co-efficient of Retro-reflection (RA) (cd.Ix-1.m-2).**

**Adhesives:** The sheeting shall have a pressure-sensitive adhesive of the aggressive-tack type requiring no heat, solvent or other preparation for adhesion to a smooth clean surface, in a manner recommended by the sheeting manufacturer. The adhesive shall be protected by an easily removable liner (removable by peeling without soaking in water or other solvent) and shall be suitable for the type of material of the base plate used for the sign. The adhesive shall form a durable bond to smooth, corrosion and weather resistant surface of the base plate such that it shall not be possible to remove the sheeting from the sign base in one piece by use of sharp instrument. The sheeting shall be applied in accordance with the manufacturer's specifications.

**Fabrication:** Surface to be reflectorized shall be effectively prepared to receive the retroreflective sheeting. The aluminum sheeting shall be de-greased either by acid or hot alkaline etching and all scale/dust removed to obtain a smooth plain surface before the application of retro-reflective sheeting. If the surface is rough, approved surface primer may be used. After cleaning, metal shall not be handled, except by suitable device or clean canvas gloves, between all cleaning and preparation operation and application of reflective sheeting/primer. There shall be no opportunity for metal to come in contact with grease, oil or other contaminants prior to the application or retroreflective sheeting. Complete sheets of the material shall be used on the signs except where it is unavoidable. At splices, sheeting with pressure-sensitive adhesives shall be overlapped no less than 5mm. Where screen printing with transparent colored is proposed, only butt joint shall be used. The material shall cover the sign surface evenly and shall be free from twists, cracks and folds. Cut-outs to produce legends and borders shall be bonded with the sheeting in the manner specified by the manufacturer.

**Messages/ borders:** The messages (legends, letters, numerals, etc.) and borders shall either be screen-printed or of cut out from durable transparent overlay or cut-out from the same type of reflective sheeting for the cautionary and mandatory sign boards. Screen printing shall be processed and finished with materials and in a manner specified by the sheeting manufacturer. For the informatory and other sign boards, the messages (legends, letters, numerals etc.) and borders shall be cut-out from durable transparent overlay film or cut-out from the same reflective sheeting only. Cut-outs shall be from durable transparent overlay materials as specified by the sheeting manufacturer and shall be bonded with the sheeting in the manner specified by the manufacturer. Whenever transparent overlay film is used for making any type of sign, the colored portion of sign shall have coefficient of reflectivity not less than the reflectivity of type and colour of sheeting normally used, as given in Table. Cut-out messages and borders, wherever used, shall

be either made out of retro-reflective sheeting or made out of durable transparent overlay except those in black which shall be of non-reflective sheeting or opaque in case of durable transparent overlay. Creating colored areas by means of screen-printing with ink shall not be permitted.

**Warranty and durability:** The Bidder shall obtain from the manufacturer of retroreflective sheeting, a 5 year warranty certificate in original for field performance including the screen printed areas and cut-out sheeting and cut-out durable transparent overlay film and submit the same to the Owner. The contract shall indicate the minimum retro-reflectivity of the signs at the end of the warranty period.

### **Specifications for posts and mountings for Signs**

The traffic signs shall be mounted on support posts, which may be of GI pipes conforming to IS 1239, Rectangular Hollow Section conforming to IS 4923 or Square Hollow Section conforming to IS 3589. In case of signs supported on two or more posts, if necessary, bracing may also be provided. Sign posts, their foundations and sign mountings shall be so constructed as to hold these in a proper and permanent position against the normal storm wind loads or displacement by vandalism. Normally, signs with an area up to 0.9 square meter shall be mounted on a single post, and for greater area, two or more supports shall be provided. Sign supports may be of mild steel, reinforced concrete (M20) or galvanized iron (GI Post) sections. End(s) shall be firmly fixed to the ground by means of properly designed foundation. The work of foundation shall conform to relevant specifications as specified.

All components of signs and supports, other than the reflective portion of GI posts shall be thoroughly descaled, cleaned, primed and painted with two coats of epoxy paint. Any part of Mild Steel (MS) post below ground shall be painted with three coats of red lead paint.

The signs shall be fixed to the posts by welding in the case of steel posts and by bolts and washers of suitable size in the case of reinforced concrete of GI posts. After the nuts have been tightened, the tails of the bolts shall be furred over with a hammer to prevent removal.

## Specification for colour signs

**Color :** The color of the material shall be located within the area defined by the chromaticity coordinates in Table 8.1 and comply with the luminance factor given in Table 8.2 of IRC:67:2012 when measured as per ASTM D: 4956-09.

Specification Limits (Daytime)A								
Colour	1		2		3		4	
	x	y	x	y	x	y	x	y
White	0.303	0.300	0.368	0.366	0.340	0.393	0.274	0.329
Yellow	0.498	0.412	0.557	0.442	0.479	0.520	0.438	0.472
GreenB	0.026	0.399	0.166	0.364	0.286	0.446	0.207	0.771
Red	0.648	0.351	0.735	0.265	0.629	0.281	0.565	0.346
BlueB	0.140	0.035	0.244	0.210	0.190	0.255	0.065	0.216

The four pairs of chromaticity coordinates determine the acceptable color in terms of the CIE 1931 standard colorimetric system measured with standard illumination Source D65 - these colors are equivalent to those listed in ASTM D 4956 using Source C. The color shall be durable and uniform in acceptable hue when viewed in daylight or under normal headlights at night.

### Test Criteria:

As per clause 6.7 of IRC 67-2012, the retro reflective sheeting shall be tested for coefficient for retro reflection, daytime colour and luminance, shrinkage, flexibility, liner removal, adhesion, impact resistance secular gloss and fungus resistance, 3 years outdoor weathering and its having passed these tests shall be obtained from International/Government Laboratory/Institute by the manufacturer of the sheeting. A certified copy of the test report having the test done for the above mentioned parameters shall be submitted along with the bid. The report shall be attested by the retro reflective sheeting manufacturer, the performance reading after three years, must be at least 80% of the minimum values mentioned in ASTM D 4956-09 Type-XI sheeting performance table. Also a test report from an independent test laboratory from India for the sheeting having tested for Retro Reflection & Colorometry shall be submitted by the tenderer.

**Warranty and Durability:**

As per clause 6.9 of IRC 67-2012, both the screen printed area, cut-out sheeting and cutout durable transparent overlay film shall be covered under the 10 year warranty issued by the sheeting manufacturer. As per clause 6.7.4.3, at the end of 10 years the sheeting shall retail at least 80 percent of its original retro reflection. Hence the bidder shall also submit Pre-Qualification Warranty for Five Years field performance attested by the sheeting manufacturer for technical qualification in the tender.

**Specification of size of letters**

Letter size should be chosen with due regard to the speed, classification and location of the road, so that the sign is of adequate size of legibility but without being too large or obtrusive.

Size of letters shall conform to the requirements of IRC 67:2012 unless otherwise specified in contract drawings. The size of the letter, in terms of x-height, to be chosen as per the design speed is given in **Table 11.1 of IRC 67/2012**.

**Periodical Testing:**

Authority shall be testing the coefficient of retro reflection of the installed sign boards in a periodical basis of 3 years. Sign board shall perform above/meet minimum coefficient of retro reflection at all angles as per Table 6.9 of IRC 67-2012 failing which Bidder shall be liable to replace all the sign boards installed by them as mentioned in the tender BOQ. Also the performance security shall be withheld for 5 years. Charges for the periodical testing shall be borne by the Bidder.

**TECHNICAL SPECIFICATIONS FOR ACM/ACP SHEETING AS PER IRC 67-2012**

ACM (aluminum composite material)/ ACP (aluminum composite panel) used as a substrate for sign board shall be 4 mm thick with aluminum skin thickness of 0.4 to 0.5 mm on both sides. All properties of ACP/ACM shall be comply to clause 6.5.2 of IRC 67-2012. Test parameters shall be as per table 6.1 of IRC 67-2012 and test shall be conducted at government approved laboratory.

**Specification of work**

- The boards should be erected at specified junctions in the Agartala City.
- The minimum distance from the kerb of the road to nearest edge should be 60 cm.
- All structural steel work should be painted with one coat of epoxy primer except surfaces, which will be in contact with concrete. All rust scales, dirt, supplier's delivery marks, oil, greases etc. should be removed. Special care should be taken for cleaning corners. Two coat of epoxy paint should be applied at right angles to each other. Each coat shall be allowed to dry up perfectly before the succeeding coat is laid over it.
- The concrete for foundation shall be laid gently (not thrown) in a layer not exceeding 15 cm and compacted by pinning with rods and tamping with wooden tampers until a dense concrete is obtained. Unless otherwise stated, quality of materials and specifications for the work shall conform to the latest ISI specification and codes of practice.

**Specification for Gantry**

- Retro Reflective Double Sided Over Head Gantry Signage made out of Type-XI Micro Prismatic Type sheeting conforming to IRC:67:2012 & ASTM D 4956 -09, covered with Electro cuttable translucent film as per the drawing and display matter given by the engineer in charge, fixed over 4 mm thick aluminum composite panels and riveted using 6mm aluminium rivets to back support frame of MS angle 45 x 45 x 5 mm all round supported on a tubular gantry structure of 350 NB pipe with 8 mm wall thickness. Over Head Gantry structure made of steel work in built up tubular round, hollow tubes etc. including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. The whole gantry shall be painted with 2 Coat of Epoxy paint of desired color. The MS tubular pole shall be painted with one coat of steel primer & two coats of synthetic enamel paint. The Gantry sign posts shall be firmly fixed to the ground by means of properly designed foundation (as per the bidder submitted drawing) with M20 grade cement concrete. Installation work shall be as per relevant clauses of MORT&H specifications section 800 & IRC :67: 2012 complete in all respect.
- Gantry shall be erected on foundation of size 3500mm x 2000mm x 2580mm with pedestal size of 900mm x 900mm x 1830mm and footing of size 3500mm x 2000mm x 600mm of RCC of 1: 2: 4 and PCC of 1:4:8 in size 3550mm x 2050mm x 150mm with reinforced steel of 1750Kg, 12mm dia and 10mm dia TOR steel with 12 foundation bolts of 1220mm length and 25mm dia for one foundation complete with center shuttering.
- Height of Gantry Should be as per the permissible guideline of NHAI & State Highway.

**Foundation Concrete:** Concrete shall be of M20 grade.

## Maintenance of Signs

- Excessively discolored or faded signs (e.g. white backgrounds which have become grey or brown, or red borders faded to pink) and signs, where the legend or graphic is peeling off cannot be fully effective and need to be replaced. The signs along with the posts shall be maintained in proper position, and kept clean and legible at all times. Signs should be cleaned at intervals appropriate to the site conditions. Signs at locations where they are subject to heavy soiling from passing traffic, or algae growth (a common problem with signs beneath tree canopies) will need more frequent cleaning.
- A reference number along with the month and year of installation should be placed on the back of a sign in a contrasting colour or by stamping in characters not exceeding 50 mm in height. It is distracting and unsightly to place reference numbers on the sign face or on the front of a backing board.
- All signs shall be inspected at least twice a year both in day and night times and at least once a year in the rain. All signs should be replaced at the end of the warranty period provided for the retro-reflective sheeting used on the sign. Damaged signs shall be replaced immediately.
- The authorities responsible for road signs should maintain a schedule of painting of the posts and signs periodically. It is recommended that painting of the signs (where applicable) maybe undertaken after every two years. In case of overhead signs, adequate provision is to be made to have access to the signs for the purpose of maintenance activities. This must be ensured at the time of installation. Special care shall be taken to see that weeds, shrubbery, mud, etc. are not allowed to obscure any sign.

## 11. Project Duration & Timeline

### **Project Duration: 6 months or 24 weeks**

Design & Survey: T+3weeks

Delivery: T+6 Weeks

Installation & Commissioning (Normal): T+ 12Weeks

Installation & Commissioning (Gantry): T+ 24 Weeks

Operation & Maintenance: 5 years from the date of Operationalization

T= Project Start Date/Agreement Signing Date



## **12. Payment Terms**

No advance payment will be provided on awarding the contract.

- a) 5% on completion of survey work and approval and finalization of list of locations
- b) 75% on delivery, commissioning and production of acceptance certificate
- c) Maintenance / Support Stage:
  - i. Remaining 20% in Equal instalments. Bidder to raise quarterly invoice (total 20 nos. equated invoices) The Vendor's request(s) for payment shall be made to ASCL in writing (Invoice) accompanied by Service Level Requirements compliance reports for which payment is being claimed.
  - ii. All the payments to the Vendor shall be subject to the report of satisfactory accomplishment of the concerned task, to be submitted by the Project -coordinating team, as appointed by ASCL for this purpose.

## **13. Confidentiality:**

- Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any other person not officially concerned with such process until final decision on the bid.
- Any Attempt by a bidder to influence ASCL in the evaluation of the bids or contract award decisions may result in the rejection of his bid.

## **14. Award of Contract:**

ASCL shall notify the successful bidder by issuing a 'Letter of Acceptance' (LOA) that his bid has been accepted.

## **15. Signing of Contract Agreement:**

- The successful bidder shall have to furnish Performance Security and Additional Performance Security, if any, and sign the contract agreement within 15 days of issue of LOA
- The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by ASCL to the Bidder for commencement of work.
- In the event of failure of the successful bidder to submit Performance Security and

Additional Performance Security, if any or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of ASCL for taking any other action against the bidder.

## **16. Conditions of Contract**

### **General Conditions of Contract**

#### **1. Definitions.**

**1.1** Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meaning. Capital initials are used to identify defined terms.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

**The Completion Date** is the date of completion of the works as certified by the Engineer in accordance with Clause 2 in Instruction to Bidder.

**The Contract** is the contract between ASCL and the Bidder to execute, complete and maintain the Works till the completion of the defect liability period.

**The Bidder** is a person or corporate body who's Bid to carry out the Works has been accepted by ASCL.

**The Bidder's Bid** is the completed Bidding document submitted by the Bidder to ASCL and includes Technical and Financial bids.

**The Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days; **Months** are calendar months.

**A Defect** is any part of the Works not completed in accordance with the Contract.

**The Defects Liability period** is the period named in the Contract Data and calculated from the completion date.

**ASCL is Agartala Smart City Limited** who will employ the Bidder to carry out the works.

**Equipment's** are the Bidder's machinery and vehicles brought temporarily to the site to construct the works.

**The Initial Contract Price** is the Contract Price listed in ASCL's Letter of Acceptance.

**The Intended Completion Date** is the date on which it is intended that the Bidder shall complete the Works.

The work must be completed in all respects within the time of completion with the following rate of progress

1/3 rd. time of completion 25%

2/3 rd. time of completion 70%

At the time of completion 100%

**The Intended Completion Date** may be revised only by ASCL by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the bidder for incorporation in the Works.

**Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

**The Site** is the area defined as such in NIT.

**Specification** means the specification of the Works included in the Contract and any modification or addition made or approved by ASCL.

**The Start Date** shall be the date of issue of notice to proceed with the Letter of Acceptance issued by ASCL. It is the date when the bidder should commence execution of the works.

**A Subcontractor** is a person or corporate body who has a Contract with the bidders to carry out a part of the work in the Contract, which includes work on the Site.

**Temporary Works** are works designed, constructed, installed, and removed by the bidder, which are needed for construction or installation of the Works.

**A Variation** is an instruction given by ASCL, which varies the Works;

## **2. Interpretation**

**2.1** In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. ASCL will provide instructions clarifying queries about the Conditions of Contract.

**2.2** The documents forming the Contract shall be interpreted in the following order of priority:

- A. Agreement
- B. Letter of Acceptance

- C. Bidder's Bid (Technical and Financial Bid)
- D. Conditions of Contract,
- E. Specifications
- F. Drawings
- G. Bill of quantities
- H. Schedule for execution and
- I. Any other document forming part of the Contract.

### **3. Engineer-in-charge's Decisions**

**3.1** Except where otherwise specifically stated, the Engineer-in-charge will decide the contractual matters between the Department and the Contractor in the role representing the Department.

### **4. Delegation**

**4.1** The Engineer-in-charge may delegate any of his duties and responsibilities to other officers and may cancel any delegation by an official order issued.

### **5. Communications**

**5.1** Communications between parties, which are referred to in the conditions, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

### **6. Other Contractors**

**6.1** The contractor shall cooperate and share the Site with other contractors, Public authorities, utilities and the Department. The contractor shall also provide facilities and services for them as directed by the Engineer-in-charge.

### **7. Personnel**

**7.1** The contractor shall employ the required key personnel named in the schedule of key personnel to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-charge. The Engineer-in-charge will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

**7.2** Failure to employ the required technical personnel by the contractor, the amounts as specified in the conditions of the contract herein after will be recovered from the contractor over and above the provisions made in the tender document.

**7.3** The technical personnel should be on full time and available at site whenever required by Engineer-in-charge to take instructions.

**7.4** In case the contractor is already having more than one work on hand and has undertaken more than one work at the same time, he should employ separate technical personnel on each work.

**7.5** If the Engineer-in-charge asks the contractor to remove a person who is a member of contractor's staff or his work force stating the reasons, the contractor shall ensure that the person leaves the site forthwith and has no further connection with the work in the contract.

## **8. Contractor's Risks**

**8.1** All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the Contract, are the responsibility of the contractor.

## **9. Insurance**

**9.1** The contractor shall provide, in the joint names of the Department and the contractor, insurance cover from the Start Date to the end of the Defects Liability Period i.e., 12 (Twelve) months after completion for the following events which are due to the contractor's risks.

- a) loss of or damage to the Works, Plant and Materials ;
- b) loss of or damage to the Machineries & Equipment ;
- c) loss of or damage of property in connection with the Contract ; and
- d) personal injury or death of persons employed for construction

**9.2** Policies and certificates of insurance shall be delivered by the contractor to the Engineer-in-charge at the time of concluding agreement. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred.

- i. The Contractor shall furnish insurance policy in force in accordance with proposal furnished in the tender and approved by the Department for concluding the agreement.
- ii. The Contractor shall also pay regularly the subsequent insurance premium and produce necessary receipt to Engineer-in-charge well in advance.
- iii. In case of failure to act in the above said manner, the Department will pay the premium and the same will be recovered from the contractor's payments.

**9.3** Alterations to the terms of insurance shall not be made without the approval of the Engineer-in-charge.

## **10. Site Inspections**

**10.1** The contractor should inspect the site and also proposed quarries of choice for materials source of water and quote his percentage including quarrying, conveyance and all other charges etc.

**10.2** The responsibility for arranging the land for borrow area rests with the contractor and no separate payment will be made for procurement or otherwise. The contractor's quoted tender percentage will be inclusive of cost of arrangement of such land.

## **11. Contractor to Construct the Works**

**11.1** The contractor shall construct and complete the work in accordance with the stipulated specifications and conditions of contract in all respects.

## **12. Diversions of Streams and Drains**

No separate payment for bailing out sub-soils, water drainage or locked up rain water for

diversion, shoring, foundations, bailing of pumping water either from excavation of soils from foundations or such other incidental will be paid. The amount to be quoted by the contractor is for the finished item of work in situ and including all the incidental charges. The borrowpits are also to be de-watered by the contractor himself at his expense, if that should be found necessary. The contractor has to arrange for bailing out water, protection to the work in progress and the portion of works already completed and safety measures for men and materials and all necessary arrangements to complete the work. No separate payment will be entertained for this purpose. All the arrangements so required should be carried out and maintained at the cost of the contractor and no separate or additional payment is admissible.

### **13. Power Supply**

**13.1** The contractor shall make his own arrangements for obtaining power from the Tripura State Electricity Corporation Ltd. (TSECL) at his own cost for execution of the work and for his establishments at work site. The contractor will pay the bills of TSECL for the cost of power consumed by him.

**13.2** The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under Rule-45(I) of the Indian Electricity Rules, 1956 as amended from time to time and other pertinent rules.

**13.3** The power shall be used for bonafide Departmental work only.

### **14. Works Adjacent To Road**

**14.1** The contractor shall take all necessary measures for the safety of traffic during construction and provide erect and maintain such barricades, including signs, marking, flags, lights, information, and protection of traffic approaching or passing through the section of the road adjacent to the work site.

**14.2** Warring lights shall be mounted on the barricades at night and keep lit throughout from sunset to sun shine.

### **15. Ramps**

Ramps required during execution shall be formed wherever necessary and same are to be removed after completion of the work. No separate payment will be made for this purpose.

### **16. Monsoon Damages**

Damages due to rain or flood either in cutting or in banks shall have to be made good by the contractor till the work is handed over to the Department. The responsibility of de-silting and making good the damages due to rain or flood rests with the contractor. No extra payment is payable for such operations and the contractor shall therefore, have to take all necessary precautions to protect the work done during the construction period.

### **17. Safety**

**17.1** The contractor shall be responsible for the safety of all activities on the Site.

### **18. Discoveries**

**18.1** Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Government. The contractor is to notify the Engineer-in-charge of such discoveries and carry out the Engineer-in-charge's instructions for dealing with them.

**19. Possession of the Site**

**19.1** The Department shall give possession of the work site to the contractor. If possession of a part work site is given, the Department will ensure that the part site so handed over is amenable to carry out the work at site by the contractor.

**20. Access to the Site**

**20.1** The contractor shall provide the Engineer-in-charge and any person authorized by the Engineer-in-charge, access to the site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

**21. Instructions**

**21.1** The contractor shall carry out all instructions of the Engineer-in-charge and comply with all the applicable local laws where the work site is located.

**22. Settlement of Disputes**

**22.1** If any dispute or difference of any kind whatsoever arises between the Department and the Contractor in connection with, or arising out of the Contract at stage, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall in the first place, be referred to and settled by the Engineer-in-charge who shall, within a period of twenty days after being requested by the Contractor to do so, give written notice of his decision to the Contractor. Upon receipt of the written notice of the decision of the Engineer-in-charge the Contractor shall promptly proceed without delay to comply with such notice of decision.

**22.2** If the Engineer-in-charge fails to give notice of his decision in writing within a period of twenty days after being requested or if the Contractor is dissatisfied with the notice of the decision of the Engineer-in-charge, the Contractor may within fifteen days after receiving the notice of decision appeal to the concerned Superintending Engineer of Department who shall after affording opportunity of being heard shall give notice of his decision within a period of thirty days. After Superintending Engineer has given written notice of his decision to the Contractor and no claim to arbitration, has been communicated to him by the Contractor within a period of fifteen days from receipt of such notice the said decision shall remain final and binding on both side. If the Superintending Engineer fails to give notice of his decision, as aforesaid within a period of thirty days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the contractor within thirty days after the expiration of the first named period of thirty days as the case may be, require that the matter or matters in dispute be referred to arbitration as detailed below:

**SETTLEMENT OF CLAIMS**

All disputes or difference arising of or relating to the Contract shall be referred for the adjudication as follows:

Claims up to a value of Rs. 50,000.00: Superintending Engineer of Agartala Municipal Corporation, Government of Tripura.

Claims above Rs. 50,000.00: Chief Engineer of Urban Development (UD) or Arbitrator appointed by the Chief Engineer of UD, Government of Tripura.

**22.3** The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof.

**22.4** The arbitrator shall state his reasons in passing the award.

**22.5** A reference for adjudication under this clause shall be made by the contractor within six months from the date of intimating the contractor of the preparation of final bill or his having accepted payment whichever is earlier. Only contracts executed in Tripura shall have jurisdiction for any suit arising out of this contract. More particularly no suit shall be instituted or entertained in any court outside the State arising out of contract

### **23. Languages and Law**

The language of the Contract shall be English and the law governing the Contract shall be the laws of India.

### **24. Communications**

Communications between parties which are referred to in the conditions are effectively only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act)

### **25. Sub-Contracting**

Not Allowed

### **26. Bidder to Construct the Works.**

The Bidder shall construct and install the Works in accordance with the Specification and Drawings submitted in the bid proposal.

### **27. The Works to be completed by the Intended Completion Date**

The Bidder may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the schedule submitted by the Bidder, as updated with the approval of ASCL, and complete them by the Intended Completion Date.

### **28. Schedule**

**28.1** Within a period of 14 days from the issue of Letter of Acceptance the Bidder shall submit to ASCL for approval a schedule showing the approach & methodology, sequence, and timelines for all the activities in the Works along with monthly cash flow forecast.



**28.2** An update of the schedule shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

**28.3** The Bidder shall submit to ASCL, for approval, an up-dated Schedule within thirty days. If the Bidder does not submit an updated schedule within this period, ASCL may withhold the amount of Rs( 2% of contract price from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue schedule has been submitted.

**28.4** ASCL's approval of the schedule shall not alter the bidder's obligations. The bidder may revise the schedule and submit it to ASCL again at any time.

### **29. Delays ordered by ASCL**

ASCL may instruct the bidder to delay the start or progress of any activity within the Works.

### **30. Identifying Defects.**

ASCL Engineer shall check the bidder's work and notify the Bidder of any defects that are found. Such checking shall not release the Bidder of his responsibilities.

### **31. Correction of Defects**

ASCL shall give notice to the bidder of any Defects before the end of the Defects Liability period. The Defects Liability period shall be extended for as long as defects remain to be corrected.

### **32. Uncorrected Defects**

If the bidder has not corrected a Defect within the time specified in the notice, ASCL will assess the cost of having the defect corrected and the bidder will pay this amount or such amount to be deducted from the payment due to the bidder.

### **33. Bill of Quantities**

**33.1** bidder shall take measurements of works done and prepare bill for the work as stipulated in the relevant portions of Tripura PWD Manual.

**33.2** The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the bidder.

**33.3** The Bill of Quantities is used to calculate the Contract Price. The bidder is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

### **34. Changes in the Quantities**

**34.1** If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 per cent provided the change exceeds 1% of initial Contract Price, ASCL shall adjust the rate to allow for the change, duly considering.

- a) Justification for rate adjustment as furnished by the bidder,
- b) Economies resulting from increase in quantities by way of reduced plant equipment, and overhead costs.

**34.2** If requested by ASCL, the Bidder shall provide ASCL with a detailed cost breakdown of any rate in the Bill of Quantities.

**34.3.** Additional security on increased scope of work needs to be submitted by the bidder at the time of execution of supplementary agreement with the competent authority.

### **35. Payment Certificates and Payment**

The payment for the work on production of the bill in duplicate on the quoted rate as approved by ASCL will be made within 21 days of submission of bills and duly certified by the competent authority of ASCL; all payments will be made to the designated bank account of the bidder through electronic mode.

### **36. Tax**

**36.1** The rates quoted by the Bidder shall be deemed to be inclusive of GST that the bidder will have to pay for the performance of this contract. ASCL will perform such duties in regard to the deduction of such taxes at source as per applicable law.

**36.2** The bidder shall be responsible for the payment of all taxes and other duties as per the rules in force from time to time and ASCL will not entertain any claim on account of enhancement of tax and rates”.

### **37. Currencies**

All payments shall be made in Indian rupees only.

### **38. Securities**

The performance Security shall be provided to ASCL no later than the date specified in the Letter of Acceptance and shall be issued and denominated in Indian Rupees. The performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period.

### **39. Cost of Repairs**

Loss or damage to the Works or materials to be incorporated in the Works between the Start Date and the end of the Defects correction Periods shall be remedied by the Bidder at the Bidder's cost if the loss or damage arises from the Bidder's acts or omissions or negligence.

#### **40. Completion**

The Bidder shall request ASCL to issue a Certificate of Completion of the Works and ASCL will do so upon deciding that the work is completed. Final bill will be paid only after completion is certified by the competent authority. The date of completion of a work is the date of last final review taken by the authorized Engineer/ bidder on completion of work.

#### **41. Final Account**

The bidder shall submit to ASCL a detailed account of the total amount that the bidder considers payable under the Contract before the end of the Defects Liability Period. The ASCL Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the bidder within 30 days of receiving the bidder's account if it is correct and complete. If it is not, the Engineer shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to bidder and issue a payment certificate, within 30 days of receiving the bidder's revised account.

#### **42. Termination**

##### **42.1 Defaults by Bidder**

As per general conditions of contract, ASCL has the power to cancel the contract and arrange the work otherwise in the event of default by the bidder. The competent authority in exercising the power vested with him shall follow the procedure outlined in the general conditions of the contract. The damages and penalties provided there in and applicable to the particular contract shall also be realized in accordance with the general conditions of contract.

**42.2** If the bidder fails to maintain the required progress as per conditions of contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to ASCL on account

of such breach, pay to ASCL as liquidated damages an amount calculated @ 0.1% (Zero point one percent) of the contract price of the work for every week of delay subject to a maximum of 10% of the contract price.

**42.3** The amount of compensation may be adjusted or set –off against any sum payable to the bidder under this or any other contract with the government. In case, the bidder does not achieve a particular milestone mentioned in the conditions of contract or the re-scheduled milestone(s), the amount shown against that mile stone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time.

**42.4** Withholding of this amount on failure to achieve the completion of work or of milestones shall be automatic without any notice to the bidder.

### **43. Termination of Contract**

**43.1** ASCL can terminate the contract and rearrange the work at the risk and cost of bidder in the following cases.

- a) If the bidder does not turn up for starting the work within the specified period to take charge of the site after executing the agreement.
- b) If the bidder does not show the proportionate progress during the period of time of completion.
- c) ASCL issues notice to the bidder against the delay in progress of the works and if the works do not show sufficient progress even after 28 days from issuing of notice.
- d) If the bidder abandons the work after executing a portion without genuine reason and does not resume or complete it even after specific direction from the ASCL
- e) The bidder stops work for 28 days when no stoppage of work is shown on the current schedule and the stoppage has not been authorized by the Engineer.
- f) ASCL or bidder is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- g) Fails to make application for extension of time of completion in time
- h) If the bidder in the judgment of ASCL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- i) For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of ASCL and includes, collusive practice amount Bidders (prior

to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the ASCL of the benefits of free and open competition.”

**43.2** When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 27.1 above the CEO shall decide whether the breach is fundamental or not.

**43.3** Notwithstanding the above, ASCL may terminate the Contract for convenience.

**43.4** If the Contract is terminated the bidder shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.

#### **44. Termination of Contract in Case of Death, Insanity or Insolvency**

If the bidder is an individual or a proprietary concern and the individual or a proprietary concern and the individual or the proprietor dies, becomes insane or insolvent, the competent authority has to satisfy himself whether the legal heirs or legal representatives of the bidder are capable of carrying out and continuing the work, and if they are willing, he may entrust the balance portion of the work to such legal heir or representative on a fresh agreement on the same terms and conditions as in the original agreement. In other cases the competent authority shall cancel the contract in respect of the incomplete portion of the work and rearrange the work otherwise without any penalty or damage to either party on account of such cancellation and rearrangement. All liabilities due to government arising under the contract up to the date of death of bidder shall be realized from the estate of the bidder.

#### **45. Realization of loss on account of termination**

An amount equal to 30% of the cost of the remaining works at agreed rates of the terminated contract shall be recovered from the defaulted bidder towards the risk and cost. The bidder shall be directed to remit the risk and cost amount within three months. The total loss sustainable due to the original bidder is assessed after completion of the work. If the defaulted bidder fails to remit the amount within this period the realization of loss by the defaulted bidder can be realized from the following.

- 1) EMD / Security
- 2) Bill amount / retention if any due to the contract.
- 3) Any dues from ASCL to the bidder.
- 4) Bank Guarantee / Performance Guarantee or by filling civil suit against the bidder.

#### **46. Property**

All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of ASCL, if the Contract is terminated because of bidder's default.

#### **47. Releases from Performance**

If the Contract is disrupted by the outbreak of war, civil disobedience or natural calamity or by any other event entirely outside the control of either ASCL or the bidder, the CEO shall certify that the Contract has been disrupted. The bidder shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works duly carried out before receiving it and for any work carried out afterwards to which commitment was made.

### **Other Conditions of Contract**

#### **48. Labour:**

The bidder shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, food and transport.

The bidder shall, if required by ASCL, submit a return in detail, in such form and at such intervals as ASCL may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the bidder on the Site and such other information as ASCL may require.

#### **49. Compliance with Labour Regulations:**

During continuance of the Contract, the bidder and his Sub bidders shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the, State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in the Contract Data. The bidder shall keep ASCL indemnified in case any action is taken against ASCL by the competent authority on account of contravention of any of the provisions of any Act or rules made their under, regulations or notifications including amendments, If ASCL is caused to pay or reimburse, such amounts as may .be necessary to cause or observe, or for non-observance of the

provisions stipulated in the notifications/byelaws/Acts/Rules/regulations including amendments, if any, on the part of the bidder, the Engineer/Employer shall have the right to deduct from any money due to the bidder including his amount of performance security. ASCL/Engineer shall also have right to recover from the bidder any sum required or estimated to be required for making good the loss or damage suffered by ASCL. The employees of the bidder and the Sub bidder in no case shall be treated as the employees of ASCL at any point of time.

#### **50. Death or Permanent Invalidity of Bidder**

If the bidder is an individual or a proprietary concern, partnership concern, dies during the execution of the contract or becomes permanently incapacitated, where the surviving partners are only minors, the contract shall be closed without levying any damages. However, if the competent authority is satisfied about the competence of the survivors, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions under which the contract was awarded.

#### **51. Jurisdiction**

This contract has been entered into the State of Tripura and its validity, construction, interpretation and legal effect shall be subjected to the courts at the place where this agreement is entered into. No other jurisdiction shall be applicable.

### **1. Annexure**

#### **ANNEXURE-I: List of Documents to be submitted**

##### **Documents to be submitted along with Eligibility Criteria & Technical**

Following list is provided as the guideline for submitting various important documents along with the bid.

1. Cover Letter as per Annexure-II
2. Scanned copy of Bid Fee & EMD
3. Eligibility Checklist
4. GST Registration & PAN Card

5. Board Resolution/Power of Attorney executed by the bidder authorizing the signing authority to sign/execute the proposal as a binding document and also execute all relevant agreements forming part of RFP
6. Articles and Memorandum of Association for Private Limited and Public Limited entities
7. Bidders' Particulars as per format given in Annexure –III of the RFP
8. Certificate of Incorporation / Statutory Registration Certificate/ Trade License / Partnership Deed
9. Copy of Work Order, Work Completion Certificate &/or Self Declaration
10. Declaration regarding blacklisting in the given format Annexure-VI
11. Declaration regarding litigation in the given format Annexure-VII
12. Deed of Indemnity (To be executed by the bidder on a Non-Judicial Stamp Paper) as per format given under Miscellaneous section of the RFP
13. Technical and Financial Capability in the given format Annexure-IV & V
14. Technical Proposal including technical & functional compliance & drawings as per the RFP requirement etc.
15. Format for Solvency Certificate from a Scheduled Bank as per Annexure VIII
16. Declaration by bidder as per Annexure IX



**ANNEXURE-II: Format for Letter of Application**

[On the Letter Head of the Bidder (in case of Single Bidder) or Lead Member (in case of a Consortium)]

To

Date: DD/MM/YYYY

**CEO, ASCL  
5th Floor, AMC, Paradise Chowmuhani  
Agartala, Tripura West  
Pin – 799001**

Sir,

Subject: **“Request for Proposal for Selection of Implementing Agency for Providing, Erecting, Fixing & Maintaining Retro Reflective Signage (Gantry & Normal) on various roads under AMC limits of Agartala city, Tripura.”**

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the requirements and information provided, the undersigned hereby submitting our proposal for Providing, Erecting, Fixing & Maintaining Retro Reflective Signage (Gantry & Normal) on various roads under AMC limits of Agartala city, Tripura.

(In case of Consortium add the following paragraph)

This proposal is submitted on behalf of a Consortium comprising ..... (Applicant to site the name of each member).....and of which (Insert the name of lead member of Consortium) has agreed to act as lead member.

We are enclosing the details as per the requirements of the document for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the RFP is complete, true and correct in every detail and unconditional.

Yours faithfully,  
(Signature of Authorized Signatory)  
(Name, Title and Address of the Bidder)

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### ANNEXURE-III: Details of Bidder

1. (a) Name  
(b) Country of Incorporation  
(c) Address of the corporate headquarters and its branch office (s), if any, in India  
(d) Date of incorporation and / or commencement of business
2. Brief description of the Company including details of its main lines of business and proposed roles and responsibilities in this Project
3. Name, Designation, Address and Phone Nos. of Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone No:
  - (f) E-mail Address:
  - (g) Fax No:
4. Details of individual (s) who will serve as the point of contact/communication for ASCL within the Company
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Telephone No.
  - (e) E-mail address:
  - (f) Fax No.
5. **In case of Consortium:**
  - (a) The information above(1-4) should be provided by all the Members of the Consortium.
  - (b) Information regarding role of each Member should be provided as per table below

Sl No	Name of Member	Role of the Member
1		
2		

## ANNEXURE-IV: Format for Technical Experience

### Experience details for minimum technical qualification

#### A. Financial Requirement:

The bidder should have completed either of the below:

- i. **three similar works** each costing not less than the amount **equal to 20% of the probable amount** of contract during the last **3 financial years; or**
- ii. **two similar works** each costing not less than the amount **equal to 30% of probable amount** of contract during the **last 3 financial years; or**
- iii. **one similar work** of aggregate cost not less than the amount **equal to 50% of the probable amount** of contract in any one financial year during the **last 3 financial years;**

#### To be filled in by the Bidder:

- a) Details of successfully completed similar works shall be furnished in the following format
- b) Certificate duly signed by ASCL shall also be enclosed for each completed similar work

Agreement Number & Year	Name of Work	Date of Work Order	Date of Completion	Amount of Contract	Employer's Name and Address

#### Existing commitments:

Agreement Number & Year	Name of Work	Date of Work Order	Date of Completion	Amount of Contract	Amount of Balance work	Employer's Name and Address

#### B. Physical Requirement:

Execution of similar items of work in any one financial year during the last 3 financial years should not be less than the minimum physical. Requirement fixed for the work.

Sl. No.	Particulars	Actual Quantity Executed (To be filled in by the Bidder)		
		Year - 1	Year - 2	Year - 3
	Physical qualification required	Yes		
1	Execution of Road, Road Side Sign Boards & Gantry Signage			

Yours faithfully,  
 (Signature of Authorized Signatory)  
 (Name, Title and Address of the Bidder)

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**ANNEXURE-V: Format for Financial Capability****Format for Financial Capability of Single Bidder / Lead Member of the Consortium****Rs. in Crs.**

<b>BidderType</b>	<b>Turn Over</b>			<b>Average Turnover</b>
	<b>2017-18</b>	<b>2016-17</b>	<b>2015-16</b>	
Single entity Bidder				
Consortium Member 1				

Yours faithfully,  
(Signature of Authorized Signatory)  
(Name, Title and Address of the Bidder)

**ANNEXURE-VI: Format for Non-Blacklisting Declaration**

Date: DD/MM/YYYY

To  
**CEO, ASCL**  
**5th Floor, AMC, Paradise Chowmuhani**  
**Agartala, Tripura West**  
**Pin – 799001**

Sir,

**Subject: Declaration for not being debarred/black-listed by Central / any State Government department in India as on the date of submission of the bid.**

I/We, the undersigned, herewith declare that my/our company (← name of the firm→) has not been debarred/black-listed by Central/any State Government department in India as on the date of submission of the RFP.

Thanking you,  
Yours faithfully,

(Signature of Authorized Signatory)  
(Name, Title and Address of the Bidder)

**ANNEXURE-VII: Format for Litigation Undertaking**

Date: DD/MM/YYYY

To

**CEO, ASCL  
5th Floor, AMC, Paradise Chowmuhani  
Agartala, Tripura West  
Pin – 799001**

Sir,

**Subject: Declaration for not being involved in any major litigation as on the date of submission of the bid**

I/We, the undersigned, herewith declare that my/our company (← name of the firm →) has not been involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract as on the date of submission of the RFP.

Thanking you,  
Yours faithfully,

(Signature of Authorized Signatory)  
(Name, Title and Address of the Bidder)

**ANNEXURE VIII: Format for Solvency Certificate from a Scheduled Bank**

This is to certify that to the best of our knowledge and information Ms/Sri .....  
..... having marginally noted address, a customer of our bank are/is  
respectable and can be treated as good for any engagement up -to a limit of Rs. ....  
(Rupees..... )  
..... This  
certificate is issued without any guarantee or responsibility on the Bank or any  
of the officers.

**(Signature for the Bank)**

NOTE: In case of partnership firm, certificate to include names of all partners  
as recorded with the Bank.

**ANNEXURE IX: (Declaration on bidder own letter head)**

**Date .....**

**To  
The CEO  
Agartala Smart City Ltd  
Paradise Chowmuhani  
Agartala.**

**Name of Work:** Design, Engineering, Installation & Commissioning of Smart Toilet for Public in Agartala City and Post Completion Operation & Maintenance for 05 (five) years including Defects Liability Period of 01 (one) year.

1. I/We offer to execute the work(s) described above and remedy any defects therein with conditions of the contract, specifications, drawings, bill of quantities and addenda.
2. I/ We undertake to execute work at the same rate as filled up / quoted online by me / us in Bill of Quantity (in downloaded macro enabled MS-Excel sheet) of the same bid.
3. I/ WE undertake to commence the work(s) on receiving the notice to proceed with work in accordance with the contract documents.
4. This bid and your written acceptance of it shall constitute a binding contract between us. I understand that you are not bound to accept the lowest or any bid you receive.
5. I / We hereby confirm that this bid complies with the bid validity and earnest money required by the bid documents as specified in NIE-T.

**Authorized Signature .....**

Name and Title of Signatory .....

Name of the Bidder.....

Address .....

Telephone No .....

Cell Phone



## Enclosure-I: Indicative List of Locations

### Gantry Signage

Sl.No	Location	Number	ROW (m)
1	Airport	1	14
2	Secretariat	1	30
3	Chandrapur ISBT	1	35
4	Fire Service	1	10
5	Hapania	1	18
6	Rail Station	1	20
7	Flyover-In	1	10.5
8	Flyover-Out	1	11.5
<b>Total</b>		<b>8</b>	<b>18.625 m (Average)</b>

### Normal Signage

#	Normal Signage Location	Signage Type	
		Road Direction	Alert
1	Airport	2	2
2	Airport Road	2	6
3	GB	1	1
4	Heritage Park	1	0
5	Motor Stand	1	1
6	City Centre	1	0
7	Rail Station	1	1
8	Akhaura	1	0
9	Narasingh near Stadium	0	1
<b>Total</b>		<b>10</b>	<b>12</b>

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## Miscellaneous

### Deed of Indemnity

<<To be executed by the Implementing Agency on a Non-Judicial Stamp Paper>>

Subject to Conditions mentioned below, the Implementing Agency (the "Indemnifying Party") undertakes to indemnify *Agartala Smart City Limited and other associated entities* (the "Indemnified Party or Parties" as the case maybe) from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity attributable to Agency's negligence or wilful default in performance or non-performance under this Agreement. If Client promptly notifies implementing Agency in writing of a third party claim against Client that any Service provided by the Implementing Agency infringes a copyright, trade secret or patents incorporated in India of any third party, Implementing Agency will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Client. The Implementing Agency shall hold Client harmless towards any claim or damage or infringement from any third parties in relation in case of any breach of IPR / Patent rightsetc.

### Conditions

The indemnities set out in shall be subject to the following conditions:

- I. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- II. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- III. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- IV. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
  - A. all settlements of claims subject to indemnification under this Clause will:
  - B. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
  - V. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- VI. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- VII. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- VIII. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this

Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and

If a Party makes a claim under the indemnity in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

## Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into \_\_\_\_ day of <<Month>>, 2018 by and between Agartala Smart City Limited having its office at AMC, Agartala, Tripura (hereinafter referred to as "ASCL" which expression shall include its successors and permitted assignees) of the First Part.

and

[INSERT COMPLETE LEGAL NAME OF THE AGENCY] having its registered office at [INSERT THE REGISTERED ADDRESS OF THE Implementing Agency] (hereinafter referred to as "Implementing Agency" which expression shall include its successors and permitted assignees) of the Second Part.

ASCL and Implementing Agency are hereinafter collectively referred to as "Parties" and individually as a "Party".

WHEREAS, through a competitive bidding process ASCL has selected the Implementing Agency to implement [INSERT PROJECT NAME] for ASCL and have entered into an Agreement dated..... (Hereinafter the "Master Agreement") in this regard.

AND WHEREAS ASCL may disclose to the Implementing Agency certain information which is confidential and proprietary in nature and wishes to protect such information from unauthorized disclosure and use; NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and in the Master Agreement, Parties agree as follows:

### 1. Definitions

a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by ASCL to Implementing Agency, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, logo, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, sales figures, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes, bio-metric records and other intellectual property relating to the ASCL's data, computer database, products and/or services. Confidential Information shall also include results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by Implementing Agency in connection with the ASCL's information or sensitive personal information as defined under any law for the time being in force.

b) The term, "ASCL" shall include the officers, employees, agents, consultants, contractors and representatives of ASCL, including other government departments for which ASCL may be rendering its services, and its successors and permitted assignees.

c) The term, "Implementing Agency" shall include the directors, officers, employees, agents, consultants, contractors, sub-contractors, sub-implementation agencies and representatives of Implementing Agency, including its affiliates, subsidiary companies and permitted assigns and successors.

### 2. Protection of Confidential Information

With respect to any Confidential Information disclosed to Implementing Agency or to which Implementing Agency has access, Implementing Agency agrees that it shall:

a) Use the Confidential Information only for accomplishment of the services to be performed under the Master Agreement and in accordance with the terms and conditions contained herein;

b) maintain strict confidentiality of the Confidential Information and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event shall take less care than it takes to protect the confidentiality of its own proprietary and confidential information and that of its clients;

c) Not make or retain copy of any Confidential Information except as necessary, under prior written permission from ASCL, in connection with the services to be performed under the Master Agreement, and ensure that any such copy is immediately returned to ASCL even without express demand from ASCL to do so;

d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any person or entity without the express written consent of ASCL except as provided in clause 6 below; and

e) Return to ASCL, or destroy, at ASCL's direction, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of:

(i) expiration or termination of the Master Agreement, or

(ii) on request of ASCL.

f) Not discuss with any member of public, media, press or any other person about the nature of arrangement entered between ASCL and Implementing Agency or the nature of services to be provided by the Implementing Agency to ASCL except with the written consent of ASCL.

### **3. Exception**

The aforesaid obligations of confidentiality shall not apply to the following information:

(i) which has become generally available in the public domain without breach of this Agreement by the Implementing Agency; or

(ii) which at the time of disclosure to Implementing Agency was known to Implementing Agency free of confidentiality restriction as evidenced by documentation in Implementing Agency's possession;

or

(iii) which ASCL agrees in writing is free of such confidentiality restrictions; or

(iv) which has been received from a third party who owes no obligation of confidence in respect of such information; and

(v) which is directed to be disclosed by a court of competent jurisdiction or by a governmental or regulatory authority provided that Implementing Agency have given prior prompt notice in writing to ASCL of such disclosure;

### **4. Onus**

Implementing Agency shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the exceptions provided in clause 3 above.

### **5. Remedies**

Implementing Agency acknowledges and agrees that (a) any actual or threatened unauthorized disclosure or use of the Confidential Information by Implementing Agency would be a breach of this Agreement and may cause immediate and irreparable harm to ASCL; (b) damages from such unauthorized disclosure or use may be impossible to measure accurately and injury sustained by ASCL may be impossible to calculate and remedy fully. Implementing Agency acknowledges that in the event of such a breach, ASCL shall be entitled to specific performance by Implementing Agency of Implementing Agency's obligations contained in this Agreement. Implementing Agency shall recompense ASCL for any loss of revenue arising out of or in any way relate to, or result from breach of obligations under this Agreement by Implementing Agency. ASCL reserves the right to adopt legal proceedings, civil or criminal, against the Implementing Agency in relation to a dispute arising out of breach of the confidentiality obligations of the Implementing Agency under this Agreement.

### **6. Need to Know**

Implementing Agency shall restrict disclosure of Confidential Information to its employees and/or consultants and/or sub-consultants who have a need to know such information for accomplishment of services under the Master Agreement provided such employees and/or consultants and/or sub consultants have agreed to abide by the terms and conditions of this Agreement and agree that they shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of ASCL.

**7. Intellectual Property Rights Protection**

No license to Implementing Agency, under any trademark, patent, copyright, design right or any other intellectual property right is either granted or implied by the conveying of Confidential Information to Implementing Agency.

**8. Authority**

Parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

**9. Governing Law**

This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to submit to the exclusive jurisdiction of Courts and/or Forums situated at Agartala, India only.

**10. Amendments**

No amendment, modification and/or discharge of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.

**11. Severability**

In the event any provision of this Agreement is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Agreement shall remain in force and effect.

**12. Waiver**

If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

**13. Survival**

Implementing Agency agrees that all of its obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement and obligations of indemnity shall survive for a period of 10 years after any expiration or termination of the Master Agreement.

**14. Term**

This Agreement shall come into force on the date first written above and, subject to aforesaid clause 13, shall remain valid up to expiry or termination of the Master Agreement.

**IN WITNESS HEREOF**, and intending to be legally bound, the Parties have executed this Agreement to make it effective from the date and year first written above.

For Agartala Smart City Limited

For Implementing Agency

Name: Name:

Title:

Title:

WITNESSES:

WITNESSES:

1.

1.

2.

2.

**Format for Performance Bank Guarantee**  
<<TO BE EXECUTED UPON A BANK IN A GARTALA>>

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

**BANK GUARANTEE NO.** \_\_\_\_\_ **DATE:** \_\_\_\_\_

This deed of performance guarantee made this ..... (date / month / year) by (Name and address of the Bank) (herein referred to as the Bank) which expression shall unless repugnant to the context and meaning thereof includes its legal representatives, successors and assignees and the **M/S. AGARTALA SMART CITY LIMITED** (hereinafter referred to as the **ASCL**) which expression shall unless repugnant to the context and meaning thereof include its legal representative, successors and assignees.

Whereas, **ASCL**, has awarded a Contract bearing No. \_ \_ \_ \_ \_ **dated** \_ \_ \_ on M/s. \_\_\_\_\_ (Name and address of the party) (Hereinafter referred to as the 'Implementing Agency') [INSERT PROJECT NAME]. And whereas, the Implementing Agency has agreed to submit a performance guarantee in the form of a Bank Guarantee to the **ASCL**, in terms and conditions of Letter of intent/Notification of award No. .... dated ....., which will be kept valid up to **72 calendar months** from the date of Bank Guarantee. And whereas, the Bank and its duly constituted agent and officer has already read and understood the contract made between the **ASCL**, and the Implementing Agency.

In consideration of the **ASCL**, having agreed to award the contract, we \_\_\_\_\_ name of the Bank), do hereby guarantee, undertake, promise and agree to with the **ASCL**, its legal representatives, successors and assignees that the within named (name of the Implementing Agency) their legal representatives and assignees will faithfully perform and fulfil everything within the Bidding Document and the Contract on their part to be performed or fulfilled, at the time (time being the essence of the contract) and in the manner therein provided, do all obligations there under and we further undertake and guarantee to make payment to the **ASCL**, of Rs. \_\_\_\_\_ (Rupees only) being the 10% of the contract value, in case the Implementing Agency, their legal representatives and assignees do not faithfully perform and fulfil everything within the Letter of intent/Notification of award on their part to be performed or fulfilled, at the time and in the manner therein provided and do not willfully and promptly do all obligations there under. In case, the fails to perform or fulfil the Contract as per the terms and conditions agreed upon, the **ASCL**, is entitled to demand an amount equal to 10% of the Contract value from the Implementing Agency and the demand made by the **ASCL**, by itself will be conclusive evidence and proof that the Implementing Agency has failed to perform or fulfil his obligations and neither the Implementing Agency nor the Bank will be entitled to raise any dispute regarding the reasons for the failure of performance or fulfilment, on any ground.

We, (name of the Bank), do hereby undertake to an amount equal to 10% of the order value, being the amount due and payable under this guarantee without any demur, merely on a demand from the **ASCL**, stating that the amount claimed is due by way of non – performance of the contractual obligations as aforesaid by the Implementing Agency or by reason of the Implementing Agency's failure to perform the said contractual commitments, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees only) being the amount equal to 10% of the total contract value.

We, (name of the Bank), further, agree that the performance guarantee herein contained shall remain in full force and effect for a period up to \_\_\_\_\_ from the date of Bank guarantee and till the **ASCL**, certifies that the terms and conditions of the said contract have been fully and properly carried out by the said

Implementing Agency and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing by the **ASCL**, on or before \_\_\_\_\_, we shall be discharged from all liabilities under this performance guarantee thereafter.

We, (name of the Bank), further agreed with the **ASCL**, that the **ASCL**, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document and the Contract to extend the time of performance by the said Implementing Agency from time to time or postpone for any time and any of the power exercisable by the **ASCL**, against the Implementing Agency and to forebear or enforce any of the terms and conditions relating to the said Bidding Document and the Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Implementing Agency, or for any forbearance, act or omission on the part of the **ASCL**, to the said Implementing Agency by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the **ASCL**, may have or hereafter possess in respect of the goods supplied/work executed or intended, to be supplied/executed and the **ASCL**, shall be under no obligation to marshal in favour of the Bank any such securities or funds or asset that the **ASCL**, may be entitled to be receiving or have a claim upon and the **ASCL**, at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the **ASCL**, on serving us with a notice, requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by dispatch thereof to the Bank by Registered Post at the address of the Bank.

Any notice sent to the bank at its address by Registered Post acknowledged due as proof having delivered shall be deemed to have duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the bank.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

We, \_\_\_\_\_, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the **ASCL**, in writing and the guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs. \_\_\_\_\_ (Rupees only).

The Guarantee shall remain in force until \_\_\_\_\_ and a claim is performed against the bank within three months from the said date all rights of the Client under the guarantee shall cease and the Bank shall be released and discharged from all liabilities here under.

NOT WITHSTANDING anything contained herein:

**i.** Over liability under this guarantee shall not exceed Rs. \_\_\_\_\_

**ii.** This bank guarantee shall be valid up to \_\_\_\_\_ and

**iii.** We, (name of the Bank), are liable to pay the guarantee amount or any part thereof under this bank guarantee only and if **ASCL**, serve upon us (name of the Bank), a written claim or demand on or before

\_\_\_\_\_  
\_\_\_\_\_  
(Signature with Seal)

Place:

Date:

Code No.

**Format for Earnest Money Deposit**

<Bidders also have the choice to submit a Demand Draft (DD) / Deposit on call, in the name of CEO, Agartala Smart City Limited>

Date: dd/mm/yyyy

To,

**CEO, ASCL  
5th Floor, AMC, Paradise Chowmuhani  
Agartala, Tripura West  
Pin – 799001**

Whereas M/s <<Name of Bidder>>, a company incorporated under the <<Act>>, its registered office at ..... or (hereinafter called "the Bidder") has submitted its Proposal dated ----- for "Selection of Implementing Agency in Agartala City"

KNOW ALL MEN by these presents that WE <<Name of Bank>> of -----  
----- having our registered office at -----

(hereinafter called "the Bank") are bound unto the Agartala Smart City Limited (hereinafter called "the Client") in the sum of <<INSERT AMOUNT IN FIGURES AND IN WORDS>> for which payment well and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ----- day of -----2018

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid
2. If the Bidder, having been notified of the acceptance of its Proposal by the Client during the period of validity of Proposal, bidder:
  - a. withdraws his participation from the Proposal during the period of validity of Proposal document;
  - b. fails to extend the validity if required as requested or
  - c. fails to produce Performance Bank Guarantee in case of award of tender within 15 days of award of LOI or awarding contract whichever is earlier

We undertake to pay to the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of one or any or a combination of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to the period of bid validity and its validity should be extensible to 180 days beyond the bid validity date. Any demand in respect thereof should reach the Bank not later than the above date.

**(Authorized Signatory of the Bank)**



## DRAWINGS

### Gantry Type Signage



### Cautionary Signs



### Directional Signage



## Cost Estimates

### Schedule of Quantities

Sl. No.	Item Description	Qty.	Rate	Amount
1	<p>Providing and fixing of Advance Direction /Way finding / Reassurance Sign board of size 1000 mm x 1500 mm made out of Type-XI encapsulated lens type retro reflective sheeting vide MoRD technical specification Clause 1701.2.3 confirming to IRC:67 specifications and ASTM D 495609 standards. Base Sheeting shall be of White Color Type XI Retro Reflective Sheeting fixed over 2 mm thick Aluminium Composite Material sheet with area exceeding 0.9 sqm fixed over back support frame of M.S. Angle 35 x 35 x 5 mm all round mounted on two 50 mm dia MS Pipe with clear height of not less than 2.1 m from the ground level to the bottom of the board as per approved drawings and MoRD Technical Specifications Clause 1701. The sign post should be painted with one coat of red oxide paint and two coats of 1st quality synthetic enamel paint Black &amp; white colour with bands of 30 cm height. The sign post shall be firmly fixed in to the ground by means of properly designed foundation with M15 grade concrete size 450 mm x 450 mm x 600 mm, including cost, conveyance of all materials, equipment, machinery and labour with all leads and lift, loading charges necessary for satisfactory completion of the work as directed by Engineer-in-Charge. ASCL Logo / branding shall be done with Digital/Screen Printing Signage with 10 years warranty.</p>	10	17,661.00	1,76,610.00
2	<p>Providing and fixing of Cautionary (900mm triangle) made of encapsulated lens type Retro Reflective Sheeting confirming to IRC: 67 and vide MoRD technical specifications Clause 1701.2.3 fixed over 1.5 mm thick Aluminium composite material sheet fixed over back support frame of 75 mm x 75 mm x 6 mm all round and mounted on a vertical post of 75 mm dia MS Pipe with clear height of not less than 2.1 m from the ground level to the bottom of the board. The sign post should be painted with one coat of red oxide paint and 2 coats of synthetic enamel paint Black and White colour with bands of 30 cm height. The sign post shall be firmly fixed in to the ground by means of properly designed foundation with M15 grade cement concrete 450</p>	6	6,136.00	36,816.00

	mm x 450 mm x 600 mm, 600 mm below ground level as per approved drawings and MoRD Technical Specification Clause 801 including cost and conveyance of all materials, equipment, machinery and labour with all leads and lift, loading charges necessary for satisfactory completion of the work as directed by the Engineer-in-Charge. ASCL Logo / branding shall be done with Digital/Screen Printing Signage with 10 years warranty..			
3	Providing and fixing of Cautionary (600mm circle) made of encapsulated lens type Retro Reflective Sheeting conforming to IRC: 67 and vide MoRD technical specifications Clause 1701.2.3 fixed over 1.5 mm thick Aluminium composite material sheet fixed over back support frame of 75 mm x 75 mm x 6 mm all round and mounted on a vertical post of 75 mm dia MS Pipe with clear height of not less than 2.1 m from the ground level to the bottom of the board. The sign post should be painted with one coat of red oxide paint and 2 coats of synthetic enamel paint Black and White colour with bands of 30 cm height. The sign post shall be firmly fixed in to the ground by means of properly designed foundation with M15 grade cement concrete 450 mm x 450 mm x 600 mm, 600 mm below ground level as per approved drawings and MoRD Technical Specification Clause 801 including cost and conveyance of all materials, equipment, machinery and labour with all leads and lift, loading charges necessary for satisfactory completion of the work as directed by the Engineer-in-Charge. ASCL Logo / branding shall be done with Digital/Screen Printing Signage with 10 years warranty.	6	5,854.00	35,124.00
4	Gantry: <ul style="list-style-type: none"> <li>Supply and Fixing of Retro Reflective Double Sided Over Head Gantry Signage made out of Type-XI Micro Prismatic Type sheeting conforming to IRC:67:2012 &amp; ASTM D 4956 -09, covered with Electro Cuttable translucent film as per the drawing and display matter given by the engineer in charge, fixed over 4 mm thick aluminum composite panels and riveted using 6mm aluminium rivets to back support frame of MS angle 45 x 45 x 5 mm all round supported on a tubular gantry structure of 350 NB pipe with 8 mm wall thickness. Over Head Gantry structure made of steel work in built up tubular round, hollow tubes etc. including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. The whole gantry shall be painted with 2 Coat of Epoxy paint of desired color. The MS tubular pole shall be painted with one coat of steel primer</li> </ul>	8	6,94,973.00	55,59,784.00

	<p>&amp; two coats of synthetic enamel paint. The Gantry sign posts shall be firmly fixed to the ground by means of properly designed foundation (as per the bidder submitted drawing) with M20 grade cement concrete. Installation work shall be as per relevant clauses of MORT&amp;H specifications section 800 &amp; IRC: 67: 2012 complete in all respect.</p> <p>The rates shall include cost of design fabrication, supply, transportation, local shifting, erection of signage structure using crane. All T&amp;P machine, material &amp; labour required for proper completion of work as directed by the Engineer-in-Charge. Gantry to be designed as per RoW provided in "Enclosure-I: Indicative List of Locations"</p>			
5	<p>Gantry shall be erected on foundation of size 3500mm x 2000mm x 2580mm with pedestal size of 900mm x 900mm x 1830mm and footing of size 3500mm x 2000mm x 600mm of RCC of 1: 2: 4 and PCC of 1:4:8 in size 3550mm x 2050mm x 150mm with reinforced steel of 1750Kg, 12mm dia and 10mm dia TOR steel with 12 foundation bolts of 1220mm length and 25mm dia for one foundation complete with center shuttering.</p> <ul style="list-style-type: none"> <li>Height of Gantry Should be as per the permissible guideline of NHAI &amp; State Highway. Foundation Concrete: Concrete shall be of M20 grade.</li> </ul> <p>The rates shall include cost of design fabrication, supply, transportation, local shifting, erection of signage structure using crane. All T&amp;P machine, material &amp; labour required for proper completion of work as directed by the Engineer-in-Charge.</p>	16	43,950.00	7,03,200.00
	<b>TOTAL COST</b>			65,11,534.00

**Note:**

- Bidder to factor their cost inclusive of GST**
- Estimates for all items include maintenance cost for 5 years.**