Government of Tripura
Office of the District Magistrate & Collector
Dhalai District, Jawaharnagar.

No. F 3(170)-DM(D)/ Dev/ DIF/ 2010/ 10064 Dated, 28th February, 2011

**ADDENDUM TO REQUEST FOR PROPOSAL (RFP)**

Request for Proposal (RFP) was invited on behalf of District Magistrate & Collector, Dhalai district for preparation of detailed project report, estimates and execution of project for development of Geographical Information System (GIS) of Dhalai district under District Innovation Fund (DIF) on Turn-key basis vide No. F 3(170)-DM(D)/ Dev/ DIF/ 2010/ 9131 dated 25th January, 2011. Subsequently, the pre-bid meeting was be held on **15th February'11** at the office of District Magistrate & Collector, Jawaharnagar, Dhalai, Tripura.

The format for the tender in two bid system is enclosed along with the general terms & condition and instructions to the interested parties. The proposal shall consist with an 'end to end' approach of all components as mentioned herein but not limited to, within the broad parameters enlisted in the Concept note.

The sealed proposals signed by the Head of the Agency with office Seal/Stamp must reach by **5 pm on 20th March'11** to the office of District Magistrate & Collector, Dhalai district, Composite District Head Quarters' Complex, Dhalai, Jawaharnagar. The tender documents & the Concept note as approved by the Government of Tripura in this regard is available on the district website www.dhalai.nic.in. The date for evaluation of technical & financial bid will be intimated separately.

Following person may be contacted in case of further query.
Shri Sajal Bishwas, O/C Development,
O/O District Magistrate & Collector,
Dhalai, Jawaharnagar.
Ph# 03826-267209/ 9436135833

28/2/11

District Magistrate & Collector,
Dhalai district, Jawaharnagar.

**FORMAT OF TENDER DOCUMENT (FORM- A)**
**FOR DEVELOPMENT & MAINTENANCE OF GEOGRAPHICAL INFORMATION SYSTEM (GIS)**
**in the O/o the District Magistrate & Collector, Dhalai, Jawaharnagar.**

1. NAME OF THE AGENCY/ FIRM/ ORGANISATION :_____

2. CORRESPONDENCE ADDRESS WITH TELEPHONE AND FAX NO :_____

3. LOCAL ADDRESS WITH TELEPHONE AND FAX NO :_____

4. WHETHER REGISTERED WITH SOCIETY REGISTRATION ACT/ COOPERATIVE SOCIETY ACT/ COMPANIES ACT (IF YES ATTACH COPY) :_____

5. SALES TAX/VAT REGISTRATION/ TIN No. (Attach a copy) :_____

6. LATEST SALES TAX/VAT CLEARANCE CERTIFICATE :_____

7. WHETHER AUTHORISED DEALER/ DISTRIBUTOR (ATTACH A COPY) :_____

8. TECHNICAL SPECIFICATIONS OF THE WORKS ALONGWITH LITERATURE/BROCHURE :_____

9. PROOF OF PREVIOUS WORKS IF ANY :_____

14. COPY OF TERMS AND CONDITION DULY SIGNED & STAMPED :_____

15. EARNEST MONEY DEPOSIT (EMD) DETAILS:
DEMAND DRAFT NUMBER :_____

DATE :_____

AMOUNT :_____

BANK NAME ON WHICH DRAWN :_____

BANK BRANCH ON WHICH PAYABLE :_____

SIGNATURE OF THE TENDERER WITH STAMP

(To be submitted in separate cover "A")

**GOVERNMENT OF TRIPURA**
**OFFICE OF THE DISTRICT MAGISTRATE & COLLECTOR**
**DHALAI DISTRICT, JAWAHARNAGAR.**

**FORMAT FOR TECHNICAL BID (FORM- B)**

The evaluation of Technical bid will be done on following criteria with weightage as mentioned against them.

1. The core competence of the firm/ agency/ organization: (10 points)
2. Details of previous similar works performed along with the proof: (10 points)
3. Technical capabilities with man power available along with details as per the format enclosed in the Annexure: (10 points)
4. Source of spatial, textual & statistical data & its availability with the bidder with proof & certificate from the supplier: (20 points)
5. Resolution, tone & texture of the satellite images to used: (10 points)
6. The name & type of GIS software to be used: (10 points)
7. Local presence of the bidder in Tripura state: (5 points)
8. Detailed project proposal report on turn-key basis with an 'end to end' approach depicting following but not limited to on the GIS multi user open software compatible with Windows and Linux (optional) with specific timeline within the overall objectives as mentioned in Concept note:
   i) Primary Data collection, surveying using total station and GPS & use of maps (Revenue, Cadastral, IRS images & other satellite imageries) (20 points)
   ii) Collection of secondary data from available sources including Govt., non-govt. & private agencies (15 points)
   iii) Land use planning (10 points)
   iv) 3-D depiction of topography (5 points)
   v) Geology, litho logy & sub-surface data collection & incorporation (5 points)
   vi) Surface & sub-surface water (10 points)
   vii) Soil fertility, Irrigation & Agri & allied activities (10 points)
   viii) Town planning for two Nagar Panchayets namely Ambassa & Kamalpur with plot level information (20 points)
   ix) Rural/ Urban connectivity (15 points)
   x) Social infrastructures like Health, Education, Social welfare & Social education, Drinking water and sanitation, Electrification (15 points)
   xi) Census 2011 (5 points)
   xii) Disaster Mitigation including Flood management (15 points)

xiii) Government and other establishments/ institutions of social, cultural & historical importance (5 points)

xiv) Compatibility with other GIS in use by line departments, government of Tripura particularly with the Arcview GIS software & Bhu-naksha software of Revenue department, GoT (10 points)

xv) Scale of GIS is to be atleast 1: 1000 for Urban Local Bodies (ULBs) & 1: 4000 for other areas. (15 points)

xvi) Option of web-based application of the GIS software so developed with restricted use. (10 points)

xvii) Management of the software post contract period, training & its updation. (5 points)

9. Audited statements of last three years:*

10. Number of years the firm/ agency/ organization has been working: (5 points)

11. Whether D' Call is enclosed along with the specified amount (2% of tender value or Project cost which ever is higher)*:

* Mandatory submissions by the tenderer

( To be submitted in separate cover" B " )

**Financial Proposal –Standard Forms**

**TENDER DOCUMENT-Part II**
**March 2011**

**(Price Bid)**
REQUEST FOR PROPOSAL
FOR

# Development of Geographical Systematic System (GIS) of Dhalai District

**District Administration**
**Dhalai, Jawaharnagar**
**Government of Tripura**

**FINANCIAL PROPOSAL SUBMISSION FORM**

From
(Name and Address of Firm/ Agency)

To
DM & Collector,
Dhalai, District, Jawaharnagar,
Tripura.

Sir,

Sub: Preparation of DPR, estimates & execution of project for development of GIS of Dhalai district under District innovation Fund.

We, the undersigned, offer to submit the detailed proposal to provide the services for the above in accordance with your Request for Proposal dated (Date), and our Proposal (technical and financial proposals). Our attached financial proposal is as follows:

| Description | Item wise Project cost/fee |
|---|---|
| 1. Preparation of Detailed Project Report (DPR) for Development of GIS for Dhalai district | |
| 2. Surveying & collection of data including IRS maps Satellite image. | |
| 3. Development of GIS Software (multi-user & web based) | |
| 4. Operationalizing & training on GIS | |

The lowest financial offer will be considered for award of work. The client would carryout the negotiations with the lowest financial bidder and bidder should be ready to modify his offer, if required by the client.

The above amount/percentage is inclusive of all taxes & services and our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiation, up to expiration of the validity period of Proposal, i.e. (Date)

We understand that District Administration, Dhalai got the full rights either to consider or to reject any offer or can entrust the work in parts to one or more Tenderers at lowest offer.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Firm :
Address :

**Terms of Reference:**

- The project period is for one year after signing of the MoU/ Agreement.
- The GIS Engine to be used for the above work should have been field-tested and successfully used in at least ten different Land records Map digitization projects.
- Entire source code of the GIS engine should be available with the agency and should be capable of carrying out source code level customization, if required.
- The GIS engine should be available on Windows as well as Linux platform.
- The Agency should have Land Survey experience using modern instruments like Total station/GPS etc.
- The agency should handover the data in soft copy to the NIC, Dhalai.
- The agency should handover all products and related item of the project to the NIC, Dhalai.
- District Authority, Dhalai will have unconditional legal rights over all items of works and intellectual properties generated out of the project.
- The agency should complete the project up to the satisfaction of NIC, Dhalai and NIC has right to terminate the contract at any point of time if the performance is not satisfactory.
- Integrated Spatial & Non-spatial analysis at the grass root level and at higher levels of aggregation.
- The agency shall arrange to train the representative of District Administration, Dhalai in handling of the software within 30 days after the completion of works. Further, the agency shall also be responsible for any maintenance or updation of software in next six months.
- The GIS so developed shall have the provision of further modification and incorporation of additional data as & when available.

**Sub.: Development and Maintenance of Geographical Information System (GIS) for Dhalai Dist.**

**SECTION – I**
**GENERAL TERMS & CONDITIONS FOR RFP ON GEOGRAPHICAL INFORMATION SYSTEM (GIS)**

**1.** Financial standing :

The Tenderer shall furnish audited financial statements for the last three years, audited by a Chartered Accountant, which include Profit and Loss Account, Balance sheet and certificates regarding contingent liabilities. In case of any nil statements, a Chartered Accountant shall certify the same accordingly. The Tenderer shall furnish the financial statement for the latest financial year (2 to 3 months prior to Tender date) including the liabilities, contingent liabilities and projects in progress.

If the Tenderer is a company, audited annual reports of the financial years 2007-2008 to 2009-2010 along with the audit reports under the Companies Act shall be furnished. In case of Tenderers other than companies, if the turnover in any of the above financial years exceeds **Rs. 100 lakhs** per annum, the audited accounts along with the auditor's certificates under section 44 AB of the Income Tax Act shall be furnished. If audited reports under Section 44AB of Income Tax Act is not furnished for any year, it will be deemed that the turn over for that year was less than **Rs.100 lakhs** . In the case of Tenderers other than companies, if the turnover in any of the above financial years does not exceeds **Rs. 100 lakhs** per annum, the following certificate shall be given by a Chartered Accountant for each year for the Profit and Loss Account and the Balance Sheet.
"We have audited the above Profit and Loss account / Balance Sheet of _____ _____ as on _____ for the financial year ending _____ and in our opinion the said accounts give a true and fair view. The said Balance sheet and Profit and Loss Account are in
agreement with the books of accounts and returns produced and that we have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of the audit.

**2. LANGUAGE OF THE DOCUMENTS**

All documents relating to the Tender shall be in the English language.

**3. TENDER PRICES**

Unless stated otherwise in the tender documents, the Contract shall be for the whole of the work and the Tenderer shall quote in Indian Rupees his willingness to execute the works at quoted unit rate for different components and the **Percentage** on the finally approved Project Cost

minus statutory provisions. This quoted rate shall also include **Bankers charges, Service Tax, overheads and all other incidental charges complete for the work.**
The rate quoted by the Tenderer shall be final.

## 4. TENDER VALIDITY

4.1 Tenders shall remain valid and open for acceptance for a period of **90 days** after the date of Tender opening.

4.2 In exceptional circumstances, prior to expiry of the original Tender validity, the District Administration, Dhalai may request the Tenderer for a specified period of extension of validity. The request for any extension and the responses thereto, shall be in writing or cable. A Tenderer may refuse the request without forfeiting his EMD. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his EMD.

4.3 A Tenderer who withdraws his tender without a valid reason (to be decided by the authority competent to accept the tender) shall be disqualified for tendering further works in the Govt. of Tripura.

## 5. EARNEST MONEY DEPOSIT

5.1 The Tenderer shall furnish, Earnest Money Deposit in favour of District Magistrate & Collector, Dhalai district, payable at Dhalai for the amount of 2 (two) percent of the total value of the tender or the project cost whichever is higher.

5.2 This EMD can be in the form of:

a) a bank demand draft on any Nationalized Bank/ Scheduled Commercial Bank or
b) a bank guarantee in the form given in Annexure, from a Nationalized Bank / Scheduled Commercial Bank.

5.3 Demand Drafts / Bank Guarantees furnished towards EMD shall be valid for a period mentioned in the Tender Notice.

5.4 The EMD of unsuccessful Tenderers will be returned no sooner the tenders are finalized or end date of the Tender validity period whichever is earlier.

5.5 The Earnest Money Deposited by the successful Tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender.

5.6 The E.M.D. shall be forfeited.
(a) If the Tenderer withdraws the tender during the validity period of tender.
(b) In the case of a successful tenderer, if he fails to sign the Agreement for

whatever the reason.

5.7 In consideration of the District Authority, Dhalai undertaking to investigate and to take into account each tender and in consideration of the work thereby involved, all Earnest Money Deposited by the Tenderer will be forfeited to District Administration, Dhalai in the event of such Tenderer either modifying or with-drawing his tender at his instance within the said validity period of 90 days.

## 6. SUBMISSION OF TENDERS

### SEALING AND MARKING OF TENDERS

6.1 The signed Tender documents shall be submitted in sealed covers.
6.2 Tender document Part-I i.e., Technical Bid along with EMD&DD for cost of tender document and Part-II i.e., Price Bid shall be submitted in separate sealed covers marking cover-A and cover-B respectively.
6.3 The tenderer shall also ensure that Sealed Covers i.e., cover- A and cover-B shall bear applicants name and address along with Tender Notice No. clearly. Further Sealed cover shall bear the following identification marks.
i) Technical Bid / Price Bid
ii) Tender Notice No._____ item No._____
iii) Name of W ork _____
iv) The name and address of the Tenderer.
v) The name and address of the officer to whom the tender is to be submitted, as detailed in the modification.

6.4 The sealed covers A and B shall be kept in another cover C and shall bear the following information.
i) Tender Notice No._____ item No._____
ii) Name of Work _____
iii) DO NOT OPEN BEFORE _____
iv) The name and address of the tenderer.
v) The name and address of the officer to whom the tender is to be submitted.

6.5 The completed sealed cover C shall be deposited in tender box at the following address before the time and date specified for receiving the tenders.

District Magistrate & Collector
Dhalai District, Jawaharnagar.
Tripura, India. Pin-799289
Tele/ Fax.no: 03826-267209

## 7. MODIFICATION AND WITHDRAWAL OF TENDERS

7.1 The tenderer may modify or withdraw his tender, provided that the modification or notice of withdrawal is received in writing by the District Administration prior to the prescribed dead line for submission of tenders.

7.2 The tenderer's modification or notice of withdrawal shall be prepared, sealed, marked "Modification" or "Withdrawals" as appropriate and delivered.

7.3 No tender may be modified after the deadline for submission of tenders.

7.4 Withdrawal of a tender by a tenderer during the interval between the deadline for submission of Tenders and the expiration of the period of tender validity specified in the Form of Tender shall result in the forfeiture of the EMD pursuant to Clause.

**TENDER OPENING AND EVALUATION**

**8. TENDER OPENING**

8.1 The DM & Collector, Dhalai District, will open the tenders (cover C and then cover A containing Technical Bids) and any submissions made pursuant to Clause in his office on the date and time mentioned in the Tender Notice or Addendum in the presence of any of the tenderer or their representative who choose to attend, all of whom sign a register as evidence of their attendance.

8.2 Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause shall not be opened and shall be returned to the Tenderer on completion of the tender acceptance process.

8.3 Covers of the remaining tenders shall be examined and their conditions will be noted. Any tender in which the Cover is found unsealed or is damaged such tender will be rejected and minuted.

8.4 The Tender shall be rejected if:

a. Sealed cover B containing Price Bid is not enclosed.
b. Price Bid is enclosed along with Technical Bid in cover A
c. EMD as per Clause is not enclosed in cover A.
d. Proof of eligibility and qualifications is not enclosed
e. There are any criminal cases pending.
f. PAN is not enclosed
g. Affidavit is not enclosed
h. Joint Venture agreement is not enclosed in case of tenders received from Joint Venture of two or more firms

Any such conditions shall be minuted and the cover 'B' shall not be opened. It shall then be kept in the safe custody of the District Administration, Dhalai until the tender process is finished. Thereafter the tender shall be returned to the Tenderer.

8.5 The District Authority, may prepare, for its own record, minutes of the tender opening, including the information disclosed to those present in accordance with clause as mentioned above.

## 9. CLARIFICATION OF TENDERS

To assist in the scrutiny, evaluation and comparison of the tenders, the District Authority, Dhalai may ask Tenderers individually for clarification of their tenders. The request for clarification and response shall be in writing or by cable. However, no change in the tender amount/rate or substance shall be sought, offered or permitted by the District Authority, during the evaluation of the tenders except as provided in Clause.

## 10. DETERMINATION OF RESPONSIVENESS

10.1 Prior to the detailed evaluation of tenders, District Administration, Dhalai will determine whether each tender has been submitted in the proper form and whether it is substantially responsive to the requirements of the tender documents. Tenders, which have not been submitted in the proper form and do not meet up the requirement as mention in the concept note uploaded will be summarily rejected.

10.2 Any tender which is not substantially responsive to the requirements of the tender documents will be rejected by the District Authority and may not subsequently be made responsive by the Tenderer correcting or withdrawing the non-conforming deviation(s) or reservation(s).

## 11. PRICE BID OPENING

The Price Bids (cover B) of all responsive tenderers who have satisfied eligibility & qualifications and conditions of the tender will be opened duly intimating the time, date and venue to all responsive tenderers.

## 12. CHECKING FOR AND CORRECTION OF ERRORS

12.1 After opening the Price Bids, it will be checked by the O/C Development, O/o DM & Collector Dhalai for any discrepancy between the quoted rate in figures and in words. Should any discrepancy be found the quoted rate in words will govern.

12.2 Any quoted rate that is found to be incorrect as described in the above Sub-clause will be recorded and attested by the O/c Development, O/o DM & Collector, Dhalai at the time of opening the price bid. With the concurrence of the affected Tenderer, the corrected quoted rate shall be considered binding. If the Tenderer does not accept the corrected rate, the tender will be rejected.

## 13. EVALUATION AND COMPARISION OF TENDERS

13.1 The District Administration Dhalai, will evaluate and compare only those tenders, which have been determined to be substantially responsive to the requirements of the tender documents.

13.2 Comparison of the substantially responsive tenders by the District

Authority shall comprise comparison of the tender rate for each tender following any corrections required as described in Clause.

13.2 Evaluation of the tenders shall comprise an assessment of the impact of any material deviations or reservations that may have been placed on any of the tenders which may effect the contract in the manner and / or the time specified, and their relationship to the tender rate offered. Such deviations or reservations will not be permitted, and such tender shall be rejected.

13.3 The proposals submitted shall be evaluated against each component as well as total project cost. In case any of the component or stage is not mentioned or stated which is mandatory it would be taken as the lowest rate quoted for it & shall be incorporated to arrive at the final value of tender. The decision of District Administration in this regard shall be final.

**14. AWARD CRITERIA**

14.1 Subject to above clause, the DM & Collector, Dhalai/ HPC/DPC/or SAB of Govt. of Tripura as the case may be, will award the contract to the Tenderer whose tender has been determined to be eligible, qualified and substantially responsive to the tender documents and who has submitted the best tender according to the comparison and evaluation process described in Clause. Normally this shall be the applicant one or more applicants offering the lowest Tender Rate (L1).

**15. RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS**

Not withstanding Clause 14, the District Administration Dhalai, reserves the right to accept or reject any tender, and to annul the tendering process and reject all the tenders at any time or any stage prior to the award of contract without thereby incurring any liability to the affected Tenderer or Tenderers on the grounds of its action.

**16. PROCESS TO BE CONFIDENTIAL**

16.1 After the opening of tenders as per Clause & information relating to examination, clarification, evaluation and comparison of tenders and recommendations, concerning to the award of contract shall not be disclosed to the tenderers or any other persons not officially concerned with the process until the award of the Contract to the successful applicant/tenders has been announced.

16.2 Any effort by any Tenderer to influence the officials of District Administration in the scrutiny, clarification, evaluation and comparison of tenders, and in any decisions concerning award of a contract, may result in the rejection of their Tender.

**17. NOTIFICATION OF AWARD**

17.1 Prior to the expiration of the Tender validity period prescribed in above Clause the DM & Collector Dhalai, will notify the successful tenderer by fax, letter or in some other written form, that his tender has been accepted.

This letter hereinafter called "Letter of Acceptance (LoA)", will confirm the tender rate which will apply to the services to be rendered by the Tenderer during the contract period.

17.2 The LoA will constitute notification of the intention of the employer to enter into a contract with the tenderer for the services under this contract.

**18. SIGNING OF AGREEMENT**

18.1 At the same time as the DM & Collector Dhalai notifies the successful Tenderer that his tender has been accepted, the District Authority will send the tenderer the form of Agreement, incorporating all the agreement conditions between the parties provided in the Tendering Document, the Terms of Reference, Conditions of Contract or any other as may be deemed fit.

18.2 Within **7 days** of receipt of Form of Agreement, the successful tenderer, shall sign the form and return it to GMC.

**SECTION- II**

**OTHER TERMS & CONDITIONS RELATED TO THE RFP**

1. In addition to the conditions mentioned in the above clauses following terms will also be operational for this tender.
2. The individual signing the tender or other documents in connection with the tender must be issued with a authority letter certifying his / her signature as (a) sole proprietor of the firm or constituted attorney of such sole proprietor, (b) constituted attorney of the firm, if it is a company, (c) authorized signatory of the firm.
3. Any tenderer giving tender in different names will be disqualified and his tender will be rejected.
4. The Tender Forms submitted by the tenderer shall contain all requisite information along with supporting documents.
5. The tenderer should be an established Agency / Firm dealing with the categories of works published in the Tender Notice or having infrastructural facilities including manpower in case of Service Provider. The agency must have a local office at AGT/ABS with a regular telephone at office .
6. The tenderer shall give the official mailing address, phone, fax number, email address to which all correspondence shall be made by the Authority. Also, if address is changed, the same shall have to be immediately intimated to Authority.
7. The incomplete or conditional tenders would not be accepted and are liable to be rejected.
8. Bids received after the given date and time, will not be considered.
9. Tender without Earnest Money Deposit will not be accepted and is liable to be rejected summarily.
10 Tenders not conforming to the requirements mentioned in the Tender Notice will be rejected and no correspondence shall be entertained in this regard.

11. The tender form should be clearly filled in ink legibly or typed. The Tenderer should quote the number, rates and amount tendered by him / them in figures as well as in words. Alterations illegibly attested by the tenderer, shall disqualify the tender. The tender form should be signed by the Tenderer himself. The forwarding letter should be signed along with quotations. Attested copies of the Registration Number for the Firm, License No. under Contract Labor Act., Provident Fund Account No. allotted by the Provident Fund Commissioner, ESI No., PAN No. allotted by the Income Tax Department and/or copy of the last Income Tax Clearance Certificate, etc. and other whatsoever may be applicable in this regard.
12. The tenderer will produce documentary proof i.e., Telephone Bill / Electricity Bill / Income tax clearance certificate, if he is an assessee under Income Tax Act, in support of his identity.
13. The tenderer should take care that the rate and amount should be written in such a way the interpolation is not possible. No column should be left blank which would otherwise make the tender liable for rejection.
14. False information / documents provided for consideration would result in disqualification of the bidder.
15. Forwarding letter should clearly indicate the list of enclosures. Every paper submitted with the tender should be signed by the tenderer with seal of the respective Company/ Firm.
16. The Contractor/Agency/Firm shall not sublet the work to other Contractor/Agency/Firm after the award of the work.

17. **Penalties:** Lapses committed by the software developer and/or service provider will be viewed seriously and penalties will be imposed on them.
(i) Quantum of penalty will be decided in individual cases and decision of the District Authority shall be treated as final and binding.
(ii) In case of failure to commence the deliverables on the stipulated time / date, the E.M.D. & Security Deposit (5 % of total project cost) shall be forfeited.
(iii) In case of failure of the awardee of subjected contract to deliver the software package within the committed period or in providing the service to the satisfaction of the Authority, this office will be free to get service done by any other agency at the cost and risk of the awardee company provider.

18. **Performance Evaluation:** The performance of the work done by the company will be evaluated by the Dist. Authority on the basis of the reports received from the committee so formed in this regard, fortnightly. If the performance of the agency is not satisfactory, an amount, as decided by the competent authorities, will be deducted from the payments to be released to the agency. The quantum of amount to be decided by the competent authority is final and binding on the agency.
a) The quality assurance of the software package development company will be monitored weekly on the basis of the periodical report.
b) The personnel deployed for software development & maintenance work will work under the Supervision of NIC Dhalai.

20. **Maintenance Contract Validity:** The maintenance contract shall be valid for a period of one year and thereafter it may be extended only in exceptional circumstances by giving an advance intimation of 30 days, at the sole discretion

of the District Authority for a further period of one year and on the same terms and conditions. The extent of satisfactory performance upon the previous contract would be the determining factor of the extension of services of the software services proving company among other considerable facts as may be decided by the Authority. The validity of contract comes to an end ipso facto by efflux of time unless otherwise renewed/terminated.

21. **Termination Clause**: The contract can be terminated with three months prior notice by the tenderer and one month's notice by the Dist. Authority. Notwithstanding the aforesaid point, if the tenderer shall neglect or fail to carry out the contracted work, due to negligence in the performance of the contract, the Dist. Authority shall have the right to terminate the contract forthwith and engage another supplier/service provider to carry out the work/services while deducting the dues & damage from the tenderer.

22. **Arbitration:** Disputes, if any, shall be referred to the sole Arbitrator who may be appointed with the consent of the both parties in accordance with the provisions contained in Arbitration and Conciliation Act, 1996 and the rules thereunder and any statutory modifications for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The venue of the arbitration shall be Tripura in India. The award of contract will form binding upon the awardee of the subjected contract.

23. The **THE DISTRICT MAGISTRATE & COLLECTOR Dhalai** reserves the right to reject all or any tender in part or full without assigning any reasons.

DISTRICT MAGISTRATE & COLLECTOR
Dhalai District, Jawaharnagar
Tripura

**Annexures for Tender Notice**

## LETTER OF ACCEPTANCE

From:
---
---
---

To
---
---
---

Gentlemen,

Sub: - Tender for.. .....

Ref: - Your Tender for the above work .....

* * * * * * * * *

Kindly refer to your letter No. ..... dated. .... ... ... ... ... ..... ... ... ... ... ... ..... forwarding your Tender in response to Invitation to Tender No..... You are hereby informed that the referenced Tender is accepted.

You are requested to furnish the security deposit in the form specified in clause..... of the Conditions of Contract within seven days of the receipt of this letter and are also requested to be present all the Office of the DM & Collector Dhalai, for execution of Contract documents along with non judicial stamp paper

The Contract will be governed by the Conditions of Contract as set out in the Tender Documents subject to modifications accepted by the Please return this copy duly accepted and signed.

Yours sincerely,
---
(Signature)
Accepted
---
---
Signature, Name & Designation
Seal of Firm

**FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

Whereas_____ (name of the firm) (hereinafter called 'TENDERER') wish to participate in Tender Notice No. ----------, dated: ---------- , of The DM & Collector, Dhalai (hereinafter called the District Authority) for (Name of work) '----------"

AND WHEREAS in terms of the Tender conditions the Tenderer is required to furnish to the District Authority, Dhalai a Bank Guarantee for a sum of Rs. _____(Rupees_____) as earnest money against the Tenderer's offer aforesaid.

And whereas we,_____Bank,_____ branch have at the request of the Tenderer agreed to give to the GMC this guarantee as hereinafter contained.

We,_____ _ bank, _____ _____branch, hereby undertake the guarantee to pay immediately to the District Magistrate & Collector, Dhalai on demand in writing by the District Authority, Dhalai an amount of Rs. _____ (Rupees _____) without any reservation and recourse if the Tender shall for any reason withdraw whether expressly or implied their said Tender during the period of its validity or any extension thereof or the Tenderer fails to execute the agreement for the work awarded to them by the District Administration, Dhalai.

We, the_____ Bank, _____ _____further agree to that our liability to pay the aforesaid amount is not dependent or conditional on the GMC proceeding against the Tenderer and we shall be liable to pay the amount without any **demur** , merely on a claim raised by the District Authority, Dhalai. The guarantee herein contained shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the said Tenderer but shall in all respects and for all purposes be binding and operative until paym ent of all money(s) due to the District Administration, Dhalai in respect of such liability under the guarantee is restricted by Rs. _____(Rupees._____). Our guarantee shall remain in force until _____. We shall be relieved and discharged from all our liability hereunder. We, the _____, undertake not to revoke this guarantee during its pendency/currency except with the previous consent of the GMC in writing.

Station Name of the Bank.

## SCHEDULE OF SUPPLEMENTARY INFORMATION- A

**BIO-DATA OF TECHNICAL PERSONNEL OF THE TENDERER WHO WILL BE AVAILABLE FOR OF THE PROPOSED CONTRACT**

a) S.No. :

b) Name :

c) Designation :

d) Qualifications :

e) Duration of employment with the tender ;

f) Years of professional experience :

g) Experience on works of similar nature during employment with Tenderer, and previous
employment, if any.

h) Position & Responsibility for the present wor

**SCHEDULE OF SUPPLEMENTARY INFORMATION – B**
**AFFIDAVIT**

1. I/We _____ certify that the information furnished in this tender document & proposal is true and agree that my / our Tender shall be rejected if I / we am / are found to have misled or made false representation in the form of an y of the Schedules of Supplementary information and / or statements submitted in proof of the eligibility and qualification requirements or if I / W e have a record of poor performance such as absconding from work, works not properly completed as per contra ct, in ordinate delays in completion, financial failure and / or has / have participated in previous Tendering for the same work/s and had quoted unreasonable high Tender premium. In addition I/we shall be blacklisted and the work be taken over invoking clause no of the General conditions of contract and conditions of particular application.

2. I/We _____ agree to be disqualified for Tendering further works in the Government of Tripura if I/We _____ withdraw my/our Tender without a valid reason to be decided by the Authority competent to accept the Tender).

3. I/We _____ certify that no criminal cases are pending against me/us partners at the time of submitting the Tender.

4. I/We _____ accept that my / our Tender shall be rejected if any criminal cases are pending against me/us/partners of the firm at the time of submitting the Tender.

5. I/We _____ certify that the following addenda issued by the District Administration, Dhalai have been received by me/us and incorporated in my/our Tender.

1. dated

2. dated

3. dated

(Add if the addenda issued are more than 3)

7. Further I/W e _____ certify that no near relatives (as defined in It 3.3 (e)) are working in the District Administration, Dhalai,

8. I / We _____ also agree to undertake to keep accurate and system of accounts, records and furnish the same (including that of sub -contractor) and agree to reimburse District Administration, Dhalai any excess amount claimed by me / us over and above my / our entitlement as per of the General Conditions of contract.

Dated this ... ... ... ... ... ... ... ... ... ... ... ... day of ... ... ... ... ... ... 20 ..

Signature ... ... ... ... ... ... ... ... ... ... ... ... in the capacity of ... ... ... ... ... ... ... duly authorized to sign the

Tender for and on behalf of
... ... ... ... ... ... ... ... ... ... ... ... ... ... ...
(Block Capitals

Signature of Witness:

Name of Witness:

Address of Witness: