

# **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/04/07**

**Issued on: 18/04/2018**

Issued by

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



**Smart City**  
MISSION TRANSFORMATION

Draft

# 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 [www.smartnet.niua.org/](http://www.smartnet.niua.org/) [www.agartalacity.tripura.gov.in/](http://www.agartalacity.tripura.gov.in/) [www.tripura.gov.in](http://www.tripura.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="http://www.smartnet.niua.org">www.smartnet.niua.org</a> <a href="http://www.agartalacity.tripura.gov.in">www.agartalacity.tripura.gov.in</a> <a href="http://www.tripura.gov.in">www.tripura.gov.in</a>

3	Cost of the RFP Document (Non Refundable)	Rs. 2500/- to be payable along with the Proposal as a Demand Draft issued by a Scheduled Bank in favor of "Agartala Smart City Limited" payable at Agartala.
4	Earnest Money Deposit (EMD)	Rs. 51,582/- to be payable along with the Proposal as a Demand Draft or BG issued by a Scheduled Bank in favor of "Agartala Smart City Limited" payable at Agartala.
5	Last date for submission of queries (in MS Word or Excel) for clarifications through email	27-04-2018 @ 17:00 Hrs. Email: agartalasmartcityltd@gmail.com
6	Tender publishing Date	19-04-2018 10:00 Hrs.
7	Seek Clarification Start Date	19-04-2018 10:00 Hrs.
8	Seek Clarification Start Date	27-04-2018 17:00 Hrs.
9	Queries response Date	10-05-2018
10	Document download and Bid submission Start date	19-04-2018 10:00 Hrs.
11	Document download and Bid submission End date	25-05-2018 15:00 Hrs.
12	Opening of Bids	25-05-2018 16:30 Hrs.
13	Selection Process	QCBS (70-30)
14	Bid Validity	180 days from the date of submission of bid
15	Name and Address for Correspondence/ city survey/For original EMD submission	CEO, ASCL 5th Floor, AMC, Paradise Chowmuhani Agartala, Tripura West Pin – 799001 agartalasmartcityltd@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> </ul>

		<ul style="list-style-type: none"><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>
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Note: All the above mentioned time 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 [www.smartnet.niua.org/](http://www.smartnet.niua.org/) / [www.agartalacity.tripura.gov.in/](http://www.agartalacity.tripura.gov.in/) / [www.tripura.gov.in](http://www.tripura.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.

## *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
PwC	PricewaterhouseCoopers Private Ltd.
RFP	Request for Proposal
SCM	Smart City Mission
SCP	Smart City Proposal
SPV	Special Purpose Vehicle
TCE	TATA Consulting Engineers Ltd.
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 as described in the following section will have to come in the quoted rate itself. This tender is for the manufacturing, installing and maintaining of retro-reflective signboards 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	www.smartnet.niua.org www.agartalacity.tripura.gov.in www.tripura.gov.in
3	Last date for submission of queries (in MS Word or Excel) for clarifications through email	27-04-2018 Email: agartalasmartcityltd@gmail.com
5	RFP Validity Period	90 days

Sl. No	Particulars	Details
6	Last date (deadline) for submission of bids	25-05-2018 15:00 Hrs.
7	Opening of Bids	25-05-2018 16:30 Hrs.
8	Address for Submission of Hard Copy of Bids for PQ & TQ	CEO, ASCL 5 <sup>th</sup> Floor , AMC City Centre Paradise Chowmuhani Agartala, Tripura West Pin – 799001 agartalasmartcityltd@gmail.com

### 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.

**Topography:**

The city of Agartala has an altitude of 12.8 meters. The erstwhile AMC area, the central portion of the city is located in an area lower than the surroundings. The central portion of the city is shaped like a saucer. The central portion is bounded by the rivers Haora in the south and Katakhal in the north. Due to its saucer shape, the city is vulnerable to recurrent flooding during monsoons. The city is located in seismic zone V.

### 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 Pre-qualification criteria’s are mentioned in Section 4.4.

### 4.2 Pre-bid Queries

Pre-bid queries must be submitted in the following format only:

***Bidders requiring specific points of clarification may communicate with ASCL during the specified period using the following format: The queries should necessarily be submitted in the following format in editable word/excels.***

1. Name of the Organization submitting request
2. Name & position of person submitting request
3. Full formal address of the organization including phone, fax and email points of contact

Sl. No.	RFP Document Reference(s)	Section & Page Number(s)	Content of RFP requiring Clarification(s)	Points of clarification
1				
2.				
3				
....				

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.....				
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ASCL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the ASCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the ASCL to respond to any question or to provide any clarification.

#### **4.3 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, Bank 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 amendment in writing vide e-mail or fax or post or the same may be hosted on ASCL's 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 7 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.

#### **4.4 Pre-Qualification Criteria**

- A. Prospective Bidders should fulfil the respective pre-qualifications 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	Pre-Qualification Requirement	Supporting Documents
1	Legal Entity	<p>Bidder 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.</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</li> <li>• Copy of Registration Certificates with the GST Authorities</li> <li>• Articles and Memorandum of Association</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 five 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
3	Financial Turnover	<p>The Bidder should have an average turnover of <b>INR 5 crores over the last 3 financial years (FY 2016-17, 2015-16 &amp; 2014-15).</b></p> <p>Note: Turnover of any parent, subsidiary, associated or other related entity will also be considered.</p>	(A CA certified statement showing year wise turnover supported by audited financial statements 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.



Sl. No	Particulars	Pre-Qualification Requirement	Supporting Documents
6	Experience	The bidder should be in the business of installation and erection of 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 one similar works using retro-reflective road signage works using Type XI standards of ASTM D 4956 – 09 & as per IRC 67-2012 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)	Copies of the work orders or Work Completion Certificate duly attested by Gazetted officer not below the rank of Executive Engineer.

B. Bidders shall include the following information and documents in their bids:

- Copies of original documents defining the constitution or legal status, place of registration and principal place of business.
- Experience (minimum three numbers) in signage works of a similar nature in the last three years. (Copies of the work orders or certificates duly attested by a Gazetted officer not below the rank of Executive Engineer).

**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. Photocopies 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.

## 4.5 Technical Evaluation Criteria

Sl. No	Particulars	Max Marks	Scoring Mechanism
1	Technical specifications - Compliance	25	As per the compliance received
2	Credentials on past experience	25	5 marks for each similar project executed
3	Technical Presentation	25	Evaluation by the committee
4	Approach, Methodology	25	Evaluation by the committee

Qualifying marks during Technical Evaluation stage is 60.

## 4.6 Submission of Bid

Bidders are required to submit their bids in separate sealed envelopes as per instructions given below: -

Bidder shall submit their bids in **two parts** each in separate sealed envelope super-scribed with RFP document number, due date, Project name (Selection of Implementing Agency for Providing, Erecting, Fixing & Maintaining Retro Reflective Signage (Gantry & Normal) on various roads under AMC limits of Agartala city, Tripura.) along with Bidder's name with contact details.

**Part – I: Pre-qualification & Technical Bid** with detailed supporting document along with 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.

### EMD & Tender Fee

Earnest Money and Tender Fee are to be drawn separately on any other scheduled Bank guarantee by the RBI, in the shape of “Deposit at Call” / “Demand Draft” in favor of “Agartala Smart City Ltd”

### Performance Bank Guarantee

Bidder to shall be required to deposit an amount equal to 10% of the bid value of the contract as Performance Bank Guarantee as per the format provided at the end of the document.

## **Part – II: Price Bid**

Each page of the Proposal should be stamped & signed by the authorized representative of the bidder.

The envelopes containing Part – I & Part – II of offer shall be enclosed in a large envelop duly sealed and super-scribed with RFP document number, due date, Project name.

Every envelope and forwarding letter of various parts of the proposal shall be addressed as follows:

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

The envelope shall be sealed by signing across all joints & pasting good quality transparent adhesive tape on top of such joints & signatures with company seal. Proposals sent through telex/telegrams/fax/e-mail shall not be accepted. ASCL shall not be responsible for delay on account of delivery by the postal authorities as well as courier companies. Such delivery shall be at the risk and cost of the bidder.

If the envelopes are not sealed and marked as required above, ASCL shall assume no responsibility for the proposal's misplacement or premature opening.

ASCL assumes no responsibility for misplacement or premature opening of the Proposal submitted, if the envelope is not sealed or marked as instructed above.

Bidder shall not be held liable in the event the Hard copy of PQ & TQ bid not reaching ASCL office in time. But it should be noted that the said documents must reached us.

## **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.

**Late RFP**

Any RFP received by ASCL after the due time and date will be returned unopened to the Bidder.

**General Terms**

- i. All the pages of the bid document including documents submitted therein must be duly signed and stamped failing which the offer shall be liable to be rejected.
- ii. 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 processor 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.
- iii. No Technical/Commercial clarification will be entertained after opening of the tender.
- iv. 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.
- v. 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.
- vi. The customer at its discretion may extend the deadline for the submission of Bids.
- vii. 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.
- viii. The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- ix. 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.
- x. 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.

## **5. Evaluation of Bid**

- The Evaluation Committee would evaluate the Techno Commercial Evaluation. In order to facilitate the evaluation.
- Initially Eligibility Criteria of all the bidders will be evaluated. The proposals of the prospective bidders who qualify the above mentioned pre-qualifying criteria shall be taken up for further technical evaluation as set forth below. Proposals of unsuccessful bidders, including unopened price bid, shall be returned after selection of successful bidder.
- ASCL shall evaluate further the Technical Proposals of those prospective bidders who are found to satisfy the pre-qualification requirements as set forth in above. ASCL shall allot a Technical Score (St) to each pre-qualified proposal on the basis of proposal's responsiveness to the Terms of Reference & Technical Presentation using the evaluation criteria and points system
- After qualifying in Technical Evaluation, qualified bidders will only be considered for financial bid evaluation. Minimum qualifying mark in Technical Evaluation is 70 per cent
- 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 and properly signed, whether the Price Schedules have been filled up as per the formats provided in the Bid Documents and whether the Price Bids are generally in order.

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

- Total Quoted Price for the entire scope as per Price Schedule.

- The Quoted Prices and Rates shall be examined arithmetically. Arithmetical errors in Price Bids shall be rectified in the manner indicated below so as to arrive at a corrected total quoted price.
- If, on checking, differences are found in the rates given by the Bidder, between words and figures or in amounts worked out by him, the following procedure shall be followed:
- Where there is difference in the rates between figures and in words, the rates which correspond to the amounts worked out by the Bidder, shall be taken as correct.
- Where the amount of an item is not worked out by the Bidder or does not correspond with the rate written either in figures or in words, then the rates quoted by the Bidder in words, shall be taken as correct.
- Where the rates quoted by the Bidder in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the Bidder shall be taken as correct and not the amount.
- Quality and Cost based Selection (QCBS) method 70-30 shall be used for evaluation of the bids, as per the formula given below:

The scores will be calculated as:

$$Bb = 0.7 * Tb + (0.3) * (Cmin / Cb * 100)$$

Where,

Bb = overall score of bidder under consideration (calculated up to two decimal points)

Tb = Technical score for the bidder under consideration

Cb = Price quoted by the bidder under consideration

Cmin = Lowest price among the financial proposals under consideration

The bidder achieving the highest overall score will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same highest overall score, the bidder with the higher technical score will be invited first for negotiations for awarding the contract. In case of a tie on the technical scores and highest overall scores, the Cb will be calculated to the third place of decimal and the bidder with lesser Cb will be invited for negotiations for awarding the contract.

## **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 signage's.
- 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 in accordance with the specifications and designs in approved drawings and tender schedule available with ASCL 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 informative 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 or 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

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BlueB	0.140	0.035	0.244	0.210	0.190	0.255	0.065	0.216
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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 day light 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 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 coats 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**

- Over Head Gantry structure made of steel work in built up tubular (round, square or rectangular hollow tubes etc. trusses 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.
- Gantry shall be erected on two nos. 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 diameter and 10mm diameter TOR steel with 12 foundation bolts of 1220mm length and 25mm diameter 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. 20% equated 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 ASCL** 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. Languages and Law**

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

### **4. 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)

### **5. Sub-Contracting**

Not Allowed

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

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

### **7. 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.

### **8. Schedule**

**8.1** 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.

**8.2** 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.

**8.3** 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.

**8.4** 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.

#### **10. Delays ordered by ASCL**

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

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. Bill of Quantities**

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

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

**14.3** 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.

#### **15. Changes in the Quantities**

**15.1** 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.

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

**15.3.** 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.

## **18. 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.

## **19. Tax**

**19.1** 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.

**19.2** 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”.

## **20. Currencies**

All payments shall be made in Indian rupees only.

## **21. Retention**

10% of the value of bill will be deducted from the bill as security deposit and the amount so deducted will be released on satisfactory completion of works.

## **22. 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.

## **23. 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.

## **24. 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.

## **25. 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.

## **26. Termination**

### **26.1 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.

**26.2** 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.

**26.3** 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 milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time.

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

## **27. Termination of Contract**

**27.1** 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.”

**27.2** 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.

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

**27.4** 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.

## **28. 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.

## **29. Realisation 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 realisation of loss by the defaulted bidder can be realised 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.

### **31. 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.

### **32. 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**

### **33. Currencies**

All payments will be made in Indian Rupees.

### **34. 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.

### **35. Compliance with Labor Regulations:**

During continuance of the Contract, the bidder and his Sub bidders shall abide at all times by all existing labor enactments and rules made there under, regulations, notifications and bye laws of the, State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor 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.

### **37. 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.

### **38. 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 PQ & Technical**

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

- Cover Letter
- PQ Checklist

- 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
- Articles and Memorandum of Association
- Bidders' Particulars as per format given in RFP
- Certificate of Registration/Certificate of Incorporation
- Audited Financial statements and relevant certificates
- Copy of Work Order, Work Completion Certificate &/or Self Declaration
- GST Registration
- Declaration regarding blacklisting in the given format
- Declaration regarding litigation in the given format
- Technical and Financial Capability in the given format
- Technical Proposal including approach & methodology, technical & functional compliance as per the RFP requirement etc.

**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			

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>2016-17</b>	<b>2015-16</b>	<b>2014-15</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)

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## ANNEXURE-VIII: Financial Bid Template

Name of Work \_\_\_\_\_

I/We hereby bid for the execution of the above work within the time specified at the rate (in figures) (in words) at par based on the Bill of Quantities and item wise rates quoted therein in all respects and in accordance with the specifications, designs, drawings and instructions in writing in all respects in accordance with such conditions so far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labor etc. required for the satisfactory execution of contract.

Should this bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed- hereto so far as applicable, or in default thereof to forfeit and pay to Agartala Smart City Limited or his successors in office the sums of money mentioned in the said conditions.

Note:

- i. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specification and Drawings.
- ii. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the bidder and verified by ASCL and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as ASCL may fix within the terms of Contract.
- iii. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract include all constructional plant, labour, supervision, materials, erection, maintenance, insurance , profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
- iv. The rates and prices shall be quoted entirely in Indian Currency.
- v. A rate or price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of Items against which the bidder has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
- vi. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities , and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
- vii. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.

**Special Note:**

- a) Item for which no rate or price has been entered in will not be paid for by the
- b) Employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities
- c) Unit rates and prices shall be quoted by the bidder in Indian Rupees.
- d) Where there is a discrepancy between the rate in figures and words, the rates in words will govern
- e) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall prevail.
- f) All duties, taxes, and other levies payable by the bidder shall be included in the percentage quoted by the bidder.

**Signature of Bidder**

**Name of Bidder**

The above bid is hereby accepted by me on behalf of the Agartala Smart City Limited dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**Signature of Officer by whom accepted**

### Enclosure-I: Indicative List of Locations

<b>Gantry Type Signage</b>		
#	Location	Number
1	Airport	1
2	Secretariat	1
3	Chandrapur ISBT	1
4	Fire Service	1
5	Hapania	1
6	Rail Station	1
7	Flyover-In	1
8	Flyover-Out	1
<b>Total</b>		<b>8</b>

#	Normal Signage Location	Signage Type	
		Road Direction	Alert
1	Airport	2	2
2	Airport Road	2	6
3	Lichu Bagan	1	1
4	Secretariat	1	1
5	Gurkha Basti	1	1
6	Radhanagar	1	1
7	North Gate	1	1
8	GB	1	1
9	Heritage Park	1	0
10	Motor Stand	1	1
11	Post Office Chowmuhani	1	1
12	Cornell Chowmuhani	1	0
13	RMS	1	0
14	Orient	1	0
15	City Centre	1	0
16	Battala	2	0
17	Fire Service	2	2
18	Flyover	0	4
19	Rail Station	1	1
20	Akhaura	1	0
21	Narasingh near Stadium	0	1
<b>Total</b>		<b>23</b>	<b>24</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 Defence 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 Defence;
- III. if the Indemnifying Party does not assume full control over the Defence of a claim as provided in this Article, the Indemnifying Party may participate in such Defence 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 wilfully 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 Guarantee**

<Bidders also have the choice to submit a Demand Draft (DD), in the name of CEO, Agartala Smart City Limited in lieu of the EMD Bank Guarantee>

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 90 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



Road Signs



## Bill of Quantities

### BOQ SIGANAGES IN AGARTALA

Sl. No.	Item Description	Qty.	Rate	Rate in Words	Total
1	<p>Providing and fixing of Advance Direction / Way finding / Reassurance Sign board of size 1200 mm x 1500 mm made out of Type-XI retro reflective sheeting and conforming to IRC:67:2012 specifications and ASTM D 4956-09 standards. Base Sheeting shall be of White Color Type XI Retro Reflective Sheeting and background shall be of Blue color and fixed over 4 mm Aluminium Composite Material sheet having minimum 0.5 mm thick Aluminium skin on both sides with back side painted grey colour and fixed over back support frame of M.S. Angle 35 x 35 x 5 mm all round mounted on two 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 as per the drawing. 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 M25 concrete foundation of size 45 cm x 45 cm x 60 cm, including cost, conveyance of all materials, equipment, machinery and labor with all leads and lift, loading charges necessary for satisfactory completion of the work as directed by Engineer-in-Charge. 10 years pre-qualification warranty as per clause 6.9 of IRC 67-2012 for Type XI retro reflective sheeting from the manufacturer &amp; a certified copy of test reports from an independent test laboratory conforming to clause 6.7 of IRC 67-2012 including 3 years outdoor weather exposure report for the retro reflective sheeting offered shall be submitted by the contractor for technical qualification in the tender.</p>	23			

2	<p>Cautionary / Mandatory / Facility Information- Providing and fixing of Cautionary (900mm triangle)/ Mandatory(600mm circle) / Facility Info(600mmx800mm) made out of Type XI Retro Reflective Sheeting confirming to IRC:67:2012 and ASTM D 4956-09. Base Sheeting shall be of White Color Type XI Retro Reflective Sheeting &amp; logos done by screen printing in black colour, borders by screen printing in red colour for Cautionary &amp; Mandatory and blue colour for facility information as per IRC 67-2012 and fixed over 4 mm Aluminium composite material sheet having minimum 0.5 mm thick Aluminium skin on both sides with back side painted with grey colour and fixed over back support frame of 25 mm x 25 mm x 3 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 M25 grade cement concrete 45 cm x 45 cm x 60 cm, 60 cm below ground level as per approved drawing including cost and conveyance of all materials, equipment, machinery and labor with all leads and lift, loading charges necessary for satisfactory completion of the work as directed by the Engineer-in-Charge. 10 years pre-qualification warranty as per clause 6.9 of IRC 67-2012 for Type XI retro reflective sheeting from the manufacturer &amp; a certified copy of test reports from an independent test laboratory conforming to clause 6.7 of IRC 67-2012 including 3 years outdoor weather exposure report for the retro reflective sheeting offered shall be submitted by the contractor for technical qualification in the tender. Corporation Logo / branding shall be done with Digital Printing Signage with 10 years warranty, refer detailed specification for Digital Printing</p>	24			
3	<p>Gantry:</p> <ul style="list-style-type: none"> <li>Over Head Gantry structure made of steelwork in built up tubular (round, square or rectangular hollow tubes etc. trusses 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</li> </ul>	8			

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	<p>whole gantry shall be painted with 2 Coat of Epoxy paint of desired color.</p> <ul style="list-style-type: none"><li>• Gantry shall be erected on two nos. 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.</li><li>• Height of Gantry Should be as per the permissible guideline of NHAI &amp; State Highway.</li></ul> <p>Foundation Concrete: Concrete shall be of M20 grade.</p>				
	<b>TOTAL COST</b>				