

# **Tripura State Computerisation Agency (TSCA)**

*(A society of Directorate of Information Technology, Government of Tripura)*  
ITI Road, Indranagar  
Agartala, Tripura - 799 006

**TENDER NO F.NO.7(1)/TSCA/SDC/2017**

**Tender for Supply and Installation of batteries on Buy back mode**

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### Important Information to Bidders

S No.	Information	Details
1.	<b>Tender No.</b>	<b>F.NO.7(1)/TSCA/SDC/2017</b>
2.	<b>Tender Publication Detail</b>	The tender form can be seen and downloaded from the website <a href="http://tripuratenders.gov.in">http://tripuratenders.gov.in</a> and also from Directorate of IT website at <a href="http://dit.tripura.gov.in">http://dit.tripura.gov.in</a> and <a href="http://tripura.gov.in">http://tripura.gov.in</a> . The stated Tender is in e-Tender mode with built-in e-Bid and their online evaluation and can only be accessed through <a href="http://tripuratenders.gov.in">http://tripuratenders.gov.in</a> .
3.	<b>Date Of Commencement Of Bid</b>	18/04/2019
4.	<b>Last Date And Time For Receipt Of eBids</b>	29/04/2019 upto 5 PM
5.	<b>Date &amp; Time Of Opening Of Prequalification Bids and Technical Bids</b>	01/05/2019 at 11 AM
6.	<b>Bid Validity Period</b>	180 days from the date of floating the tender.
7.	<b>Tender Fee</b>	Rs 1,000/- in the form of DD in favor of Member Secretary, Tripura State Computerisation Agency ( A Society under Directorate of Information Technology, Govt. of Tripura), payable at Agartala.
8.	<b>EMD Amount</b>	Rs 25,000/- in the form of DD in favor of Member Secretary, Tripura State Computerisation Agency (A Society under Directorate of Information Technology, Govt. of Tripura) payable at Agartala.
9.	<b>Performance Bid Security (PBG) Amount</b>	EMD of the successful bidder shall be retained for the Contract Period as Performance Security and released on successful completion of Contract.
10.	<b>Address For Communication / Pre-Bid / Submission/ Opening of Technical &amp; Commercial Bid</b>	Member Secretary, Tripura State Computerisation Agency ( A Society under Directorate of Information Technology, Govt. of Tripura), ITI Road, Indranagar, Agartala-799006
11.	<b>Contact person</b>	Shri. Bidyut Datta, Joint Director
12.	<b>Contact email</b>	<a href="mailto:bidyut.datta@nic.in">bidyut.datta@nic.in</a>
13.	<b>Contact Phone no</b>	0381-2355751/+91-7005440358

## SECTION – I

### 1. Definitions

In this document, the following terms shall have following respective meanings: -

- 1.1 **“Authorized Representative”** shall mean any person authorized by either of the parties.
- 1.2 **“Bidder”** means any firm or group of firms or companies offering the service(s) and/ or materials asked for in the Tender. The word bidder, when used in the pre-award period shall be synonymous with bidder, and when used after intimation of successful bidder shall mean the successful bidder, also called ‘Vendor or bidder’, with whom the Member Secretary, Tripura State Computerisation Agency ( A Society under Directorate of Information Technology, Govt. of Tripura) signs the Contract.
- 1.3 **“Contract Agreement”** means the agreement to be signed by the successful bidder and the Member Secretary, Tripura State Computerisation Agency ( A Society under Directorate of Information Technology, Govt. of Tripura).
- 1.4 **“Work Order/Purchase Order”** means the letter to be issued by the Member Secretary, Tripura State Computerisation Agency (A Society under Directorate of Information Technology, Govt. of Tripura) to the successful bidder with the intention to execute the work as per the specified terms and conditions.
- 1.5 **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value or influence the action of an official in the process of contract execution.
- 1.6 **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non- competitive levels and to deprive the Member Secretary, Tripura State Computerisation Agency (A Society under Directorate of Information Technology, Govt. of Tripura) of the benefits of free and open competition.
- 1.7 **“Default Notice”** shall mean the written notice of Default of the Agreement issued by one party to the other in terms hereof.
- 1.8 **“Good Industry Practice”** means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Bidder engaged in the same type of undertaking under the same or similar circumstances.

- 1.9 “Rates/Prices”** means prices of services and/or equipment quoted by the Bidder in the Commercial Bid submitted by him and/or mentioned in the Contract.
- 1.10 “Rs.” or “Rupees”** means the lawful currency of the Republic of India.
- 1.11 “Services”** means the work to be performed by the bidder pursuant to this Contract, as detailed in the Scope of Work.
- 1.12 “SLA”** means Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
- 1.13 “Tenderer”** shall mean the authority issuing this Tender and this authority shall be the Tripura State Computerisation Agency (A Society under Directorate of Information Technology, Govt. of Tripura).
- 1.14 “ IA”** shall be mean the Implementation Agency or Vendor to which the work will be awarded.
- 1.15 “ TSCA”** shall be mean Tripura State Computerisation Agency (A Society under Directorate of Information Technology, Govt. of Tripura).

## **2. Scope of Work**

- 2.1** Supply of 68 nos. of batteries as per Specification mentioned in Annexure-I on buy back mode. Detail of existing batteries are given at Annexure-II.
- 2.2** Providing service and onsite support during 1 year warranty period as per TSCA’s requirement, without any extra cost.
- 6.1** Warranty may be extended for another year after successful completion of 1<sup>st</sup> year warranty period. Bidder needs to provide service and onsite support for the extended period of warranty and need to quote for the same in BoQ.

However, this is an indicative requirement. The actual requirement may increase or decrease during the execution work. Necessary payments will be made based on actual supply of the items.

## **3. Invitation for Bids**

- 3.1.** Bidders are advised to study all commercial aspects, instructions, forms, terms and specifications carefully in the tender document. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to

the tender document in every respect will be at the bidder's risk and may result in the rejection of the bid.

- 3.2.** Sealed offers prepared in accordance with the procedure enumerated in Section II should be submitted to The Member Secretary, Tripura State Computerisation Agency, ITI Road, Indranagar, Agartala, Tripura - 799006.
- 3.3.** The tender should indicate specifically price and taxes should be as per financial bid. No additional information will be entertained after due date. However, any change in Government taxes will be paid/deducted by the TSCA as per rules. TSCA may reject tenders if they do not carry such information separately and specifically quantitatively.
- 3.4.** The bids should indicate that the rates are for the TSCA.
- 3.5.** Eligible vendor/manufacturers have to submit their bid for all the items specified in this tender document.
- 3.6.** The vendor should clearly indicate the delivery period and validity period of the tender.
- 3.7.** The bidders are required to quote for each item separately. Prices must be quoted in Indian currency only (INR).
- 3.8.** The tender should be submitted along with refundable EMD of Rs. 25,000/- (Rupees Twenty Five Thousand) in the form of Demand Draft valid for a period of 3 months in favour of "*Member Secretary, Tripura State Computerisation Agency* payable at Agartala from Nationalized Bank/ Schedule commercial Bank having branch at Agartala. The issue date of the DD shall be after the floating date of the tender. Tenders which are not accompanied by earnest money and tender fee or incomplete in any respect will be rejected out rightly.
- 3.9.** EMD of the successful bidder shall be retained for the Contract Period as Performance Security and will be released on successful completion of Contract. However, EMD of the unsuccessful bidder will be returned after issuing of work order to the successful bidder.
- 3.10.** TSCA reserves the right to reject any or all tenders without assigning any reason whatsoever.
- 3.11.** The tenders will be opened on the date and the time indicated in the presence of bidders. If the date of opening is declared to be a holiday, the tenders will be opened on the next working day.
- 3.12.** No advance payment or payment against Performa invoice will be made. Payment will be made after receipt, inspection, installation and testing and final acceptance of the item(s).

- 3.13.** Any damaged or unapproved goods shall be returned at the bidder's risk and cost and the incidental expenditure thereupon shall be recovered from the concerned party.
- 3.14.** Printed conditions of the firm sent along with the quotation, if any, shall not be binding on us.
- 3.15.** Packing list must be put in all packages.
- 3.16.** On acceptance of tender, the date of delivery should be strictly adhered to otherwise, TSCA reserves the right not to accept the delivery in full or in part. In case the order is not executed within the stipulated period, TSCA will be at liberty to make purchase through other sources, and to forfeit the earnest money of the bidder.
- 3.17.** Payment of bill will be made through the crossed account payee cheque drawn in favour of bidder or through eRTGS/NEFT on submission of invoice and acceptance from the authorised person of TSCA Tripura.
- 3.18.** Delivery of all the equipment will be within 7 days (maximum) after the allotment of work order from TSCA.
- 3.19.** TSCA shall not be responsible for any postal delay about non-receipt/non-delivery of the documents.
- 3.20.** The payment shall be made as per below:

<b>Sl. No.</b>	<b>Milestone</b>	<b>% of Payment to be released</b>
1	Supply and installation of batteries	90% of the amount at Sl No. 1.01 of BoQ.
2	On completion of 6 months counting from delivery date.	5% of the amount at Sl No. 1.01 of BoQ .
3	On completion of 12 months counting from delivery date.	5% of the amount at Sl No. 1.01 of BoQ .

**3.21. SLA and Penalty**

Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder. The service level shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them.

Delivery of all the equipment will be within 7 days (maximum) after the allotment of supply order from TSCA. If the vendor fails to deliver the equipment within the time period(s) specified in this tender document, the TSCA, under Govt. of Tripura may without prejudice to its other remedies under the agreement, levy as penalties, for each

week or part thereof of delay, until actual delivery of performance. Moreover if delay exceeds 2 weeks TSCA reserves the right to terminate the work order and also forfeit the Security deposit and may backlist the agency, if suitable justification is not given by the Agency.

<b>Delay in weeks</b>	<b>Penalty</b>
Up to 1	5% of the amount at SI No. 1.01 of BoQ.
Up to 2	10% of the amount at SI No. 1.01 of BoQ

In case of Force Majeure, the TSCA may consider waive off the penalty for that period of delay. However, the Vendor should submit justification along with necessary documentary evidence for claiming the waiver of penalty (if any).



## SECTION – II

### **4. Procedure for submission of bids**

The Bid shall be submitted in 3 (Three) parts, post registration in the <http://www.tripuratenders.gov.in>, as under:

#### **PART-I:**

Tender Fees and EMD: Bidder is expected to scan the relevant drafts into PDF format (in 150 dpi scan resolution).

#### **PART-II: Pre-Qualification Documents & Technical Bid.**

Documents to be uploaded are :

- (i) Digitally signed Tender Document, which will be regarded as equivalent to signing all pages of the Tender Document.
- (ii) Technical Compliance sheet as per Annexure-I and data sheet.
- (iii) All required documents for eligibility criteria as mentioned at clause no 9 of section-II of this tender document.
- (iv) Bid proposal Sheet as per Annexure-III
- (v) OEM certificate, Document Checklist as per Annexure-VI.
- (vi) Format for financial information as per Annexure-VII
- (vii) Any other relevant documents.

For all the free-format documents, Bidder is expected to scan the relevant documents into PDF format (in 100 dpi scan resolution).

#### **PART-III: Financial Bid.**

- (i) BOQ

Financial Bid will be considered for evaluation for those Bidders who have cleared the Part-I & Part-II.

***N.B.:*** Tender Fee and EMD (in the form of DD), in an envelope super scribed as “***Tender Fee and EMD***”, to be submitted to Member Secretary, TSCA , Indranagar, Agartala-799006 ***by 29/04/2019 5:00 PM.***

### **5. Tender Preparation Cost**

The bidder shall bear all costs associated with the preparation and submission of its bid, including the cost of presentation for the purpose of clarification of the bid, if so desired by the

client and client will in no case be responsible or liable for those costs, regardless of the conduct, or outcome of the Tendering Process. Tender document can also be downloaded from <https://tripuratenders.gov.in/nicgep/app> , and <http://dit.tripura.gov.in>.

## **6. Amendment of Tender Document**

- 6.1** At any time prior to the last date for receipt of bids, the client may for any reason, whether at its own initiative or in response to a clarification request by the prospective bidder, modify the tender document by an amendment.
- 6.2** The amendment/ Corrigendum if any will be notified in <https://tripuratenders.gov.in/> and will also be uploaded at [www.dit.tripura.gov.in](http://www.dit.tripura.gov.in). and will be binding on the bidders. The bidders have to check the website regularly for any updates.
- 6.3** In order to afford prospective bidder reasonable time in which to take the amendment into the account in preparing their bids, the TSCA may, at its discretion, extend the last date for the receipt of the Bids.

## **7. Language of Bids**

The bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and the client, shall be written in English language, provided that any printed literature furnished by the bidder may be written in another so as long accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

## **8. Bid evaluation method**

- 8.2.** The TSCA will examine the bids to determine whether they are complete, whether any errors have been made, whether required Tender Fee and EMD have been furnished, whether the documents have been properly signed, and whether the bids are in order.
- 8.3.** The TSCA may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any bidder.
- 8.4.** Prior to the detail evaluation, The TSCA determine the substantial responsiveness of each bid to the bidding documents. For purposes of these, as substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. The TSCA determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 8.5. If a bid is not substantially responsive, it will be rejected TSCA and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 8.6. TSCA reserves the right to accept any bid and to cancel/abort the bid process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder.
- 8.7. Arithmetical error will be rectified on the basis. If there is a discrepancy between words and figures, the amount in words will prevail.
- 8.8. Technical Evaluation: TSCA will examine the eligibility of the bidders as per the bid specification. Bids of the bidders, not satisfying the eligibility criteria and any technical deviation in the item/items quoted shall be rejected. TSCA may ask for additional information from the bidders. On request from the TSCA the bidder may have to produce additional information. The time limit in which the bidders have to submit additional information, shall be decided by the TSCA and its decision shall be final in this regard.
- 8.9. Financial Evaluation: Financial bids of only technically qualified bidders shall be evaluated. The bids, found lacking in strict compliance to the commercial bid format shall be rejected straightaway. On opening the financial bids, the Evaluation Committee shall read out the financial bids to all the technically qualified bidders and note the same. All the financial bids shall then be ranked according to the financial bid in increasing order with the bidder quoting the least amount ranked L1, bidder quoting next higher figure as L2 and so on. In case there is any tie in financial bids of one or more bidders, the bidder having the higher technical score will be given better ranking. In case the technical scores are also equal, all the technically qualified bidders shall be asked to resubmit the financial bid. However, in this case, the revised financial bids should be less than the lowest financial bid quoted earlier by the technically qualified bidders. L1 will be declared as successful bidder and his offer will be processed further.

## **9. Eligibility Criteria**

- 9.1. The Agency should be financially sound having minimum annual turnover of Rs. 40 (Forty) lacs for each of the last three Financial Year ( i.e. FY 15-16 ,FY 16-17 and FY 17-18). Audited balance sheets or self declaration on required turnover should be submitted.
- 9.2. The Agency should be in similar business (supply of batteries/UPS) for at least 5 years from the date of floating the tender and should have executed one similar project

(supply of batteries/UPS) having value of Rupees 3 lacs or above. The bidder should submit related copy/copies of the work order/supply order from the client.

- 9.3. The Agency should be registered and should possess necessary license from statutory bodies/organizations i.e. List of reputed customers dealt with them, PAN and Copy of the Registration firm.
- 9.4. The bidder should not be debarred or black listed by any State / Central Govt. /PSU. A self-certificate must be furnished by the bidder to support the same.
- 9.5. The Agency should possess necessary GST registration from the competent authority.
- 9.6. The Agency should provide IT return document and audited balance sheet (if available) for last 3 financial years. (FY 15-16, FY 16-17 and FY 17-18).
- 9.7. OEM should have service center at Agartala. Documents for evidence of presence of Service Center at Agartala to be provided.
- 9.8. Attach all documentary without which the bid shall be rejected.

**SECTION – III**

**ANNEXURE I – TECHNICAL SPECIFICATIONS OF ITEM**

**1. Technical Specification of Batteries.**

<b>Sl. No.</b>	<b>Specification</b>	<b>Compliance (Yes / No)</b>
<b>1</b>	Type of batteries	SMF Batteries (Lead Acid)
<b>2</b>	Rating	12 Volt
<b>3</b>	Capacity	150 Ah
<b>4</b>	Should comply	JIS C8702
<b>5</b>	Certifications:	ISO 9001: QS 9000, ISO 14001
<b>6</b>	Warranty	1 year

*ANNEXURE II – Information on existing batteries*

SL No	Specification
1	Make: Rocket
2	Type: SMF
3	Model: ESC 150
4	Capacity: 12V, 150 AH

**ANNEXURE III – BID PROPOSAL SHEET**

**Bidder's Proposal Reference No & Date:**

Bidder's Name & Address:

Person to be contacted:

Designation

Telephone No:

Fax No:

Email:

To <>

Subject:- Tender for Supply and Installation of batteries on Buy back mode.

Sir,

1. We, the undersigned bidders, having read and examined in detail general terms and conditions, the specifications and the entire Tender document in respect of the Tender for Supply and Installation of batteries on Buy back mode as per specified in **SECTION III** in the bidding document.
2. All price mentioned in our proposal are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 calendar days from the last date of submission of bids.
3. We do hereby confirm that the bid prices are **inclusive of all taxes**, wherever applicable.
4. We declare that all the services shall be performed strictly in accordance with the fine-tuned technical specifications. No Technical deviation will be acceptable and any technical deviation is liable to rejection of tender.
5. We hereby declare that our proposal is made in good faith and the information contained in this proposal is true and correct to the best of our knowledge & belief.
6. We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you

Yours Faithfully

(Signature)

Date

Place

Business Address Seal

Name

Designation

**ANNEXURE IV – FORMAT FOR QUERIES**

IA's requiring specific points of clarification may communicate with the Member Secretary, TSCA, during the specific period using the following format.

Tender No. :

Name of Project: Tender for Supply and Installation of batteries on Buy back mode.

Name of the IA –

Contact Address of the IA –

Sl. No.	Section No.	Page No.	Query

Signature:

Name of the Authorized signatory:

Company seal:

Note: All the queries should be sent in this format to [bidyut.datta@nic.in](mailto:bidyut.datta@nic.in) . No other format is acceptable apart from this format. TSCA will respond to any queries for clarification of the tender document, received not later than 07 working days prior to the last date for the receipt of the bids . In case of any further clarification on any of the points in the tender, if required, a meeting can be held.



*ANNEXURE V – Bidder Profile*

1	Name of the Firm	
2	Registered Office address Telephone Number Fax Number e-mail	
3	Correspondence/ contact address	
4	Details of Contact person (Name, designation, address etc.) Telephone Number Fax Number e-mail	
5	Is the firm a registered company? If yes, submit documentary proof.  Year and Place of the establishment of the company	
6	Former name of the company, if any.	
7	Is the firm registered with sales tax department? If yes, submit valid sales tax registration certificate.	
8	Number of years of experience: as a Bidder	
9	How many years has your organization been in business under your present name? What were your fields when you established your organization? When did you add new fields (if any)?	
10	What type best describes your firm? (documentary proof to be submitted) <ul style="list-style-type: none"><li>• Manufacturer</li><li>• Supplier</li><li>• System Integrator</li><li>• Consultant</li><li>• IA (pl. specify details)</li><li>• Software Developer</li><li>• Total solution provider (design, supply, integration, O&amp;M)</li><li>• IT Company</li></ul>	
11	Number of Offices / Project Locations	
12	Do you have a local representation /office in Agartala? If so, please give the address, years of operation of the local office	
13	Have you in any capacity not completed any work awarded to you?	

	(If so, give the name of project and reason for not completing the work)	
14	Have you ever been denied tendering facilities by any Government/ Department/ Public sector Undertaking? (Give details)	

**ANNEXURE VI – Checklist**

**Check list for submitted documents for Prequalification and Technical Bid**

<b>Sl No</b>	<b>Required Documents</b>	<b>Submitted (Yes/No)</b>
<b>1</b>	Bidders Profile as per Annexure-V	
<b>2</b>	Tender fee in the form of DD	
<b>3</b>	EMD in the form of DD	
<b>4</b>	OEM Authorization Letter	
	Technical Compliance sheet as per Annexure-I	
<b>5</b>	Documents for evidence of Presence of Service Center at Agartala.	
<b>6</b>	Audited balance sheet/ Self declaration for having turnover of Rupees 40 Lac for each of the last three financial year, (i.e FY 15-16, FY 16-17 and FY 17-18)	
<b>7</b>	IT Return for last three Financial Year (i.e FY 15-16, FY 16-17 and FY 17-18)	
<b>8</b>	Format for financial information as per Annexure-VII	
<b>9</b>	PAN Card	
<b>10</b>	GST Registration Certificate	
<b>11</b>	BID Proposal Sheet as per Annexure-III	
<b>12</b>	Any other required documents for eligibility criteria as per clause no. 9 of SECTION-II of this Tender Document.	

**ANNEXURE VII – FORMAT FOR FINANCIAL INFORMATION**

**Tender Name:** Tender for Supply and Installation of batteries on Buy back mode.

<b>Name of the Bidder</b>	<b>Turn Over (Rs. In Crores)</b>		
	<b>FY 15-16</b>	<b>FY 16-17</b>	<b>FY 17-18</b>

## SECTION – IV

### **GENERAL TERMS AND CONDITIONS**

1. The Vendor is required to attach a proper and latest OEM Authorization certificate on their letter head indicating the Tender /Enquiry Ref. number and date. Authorization letter should also include commitment from the Original Manufacturer that they will stand by the Vendor to provide services during the entire warranty period. Without proper authorization letter, the offer will be REJECTED.
2. The vendor is required to Supply the item/items to the satisfaction of the buyer at identified locations.
3. The vendor is required to clearly mention the make/type/model of the item. The vendor is also required to attach original manufacturer's Datasheets/Leaflets/Catalogues; otherwise the quotation is liable to be rejected.
4. The Vendor should adhere with all seriousness to the time schedule provided by the TSCA.
5. There is no provision for making advance payment to the vendor as per the TSCA rules. However, the bills should be submitted by the vendor as per the schedule mentioned in clause 3.20 and will be considered for payment within reasonable period.
6. The vendor is required to supply all relevant user manuals/documentation, power cables, connectors and required accessories and software along with the equipment.
7. The rates are to be quoted as per BoQ. Prices should be firm and fixed.
8. Validity of Proposal for supply of the items should be at least for 180 Days.
9. Warranty: The equipment offered should be given onsite guaranty/ warranty for a period of 1 (one) year from the date of acceptance of the items for any defect. TSCA reserves the right to extend the warranty period by another year. The bidder should quote for the same in financial bid.
10. TSCA reserve the right to blacklist the agency if the agency is involved in any fraudulent activity or violet any terms and condition of the Tender. In such scenario the performance security of the agency will also be forfeited by TSCA.