

No F.14-2(13)/TW/EDU/BH/OCE/22-23/63567
GOVERNMENT OF TRIPURA
TRIBAL WELFARE DEPARTMENT
(PH & FAX-(0381)-2323565, email-director.twd-tr@gov.in
Dated-30-11-2022

Detailed Notice Inviting e-Tender (DNIT)
For Supply and Delivery of Steel Almirah to Govt. ST Hostels.

E-Tender No. TWD_e-Tender_2022-23_16

Issued by
Director, Tribal Welfare Department
Government of Tripura

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SECTION- I

LIST OF IMPORTANT DATES PRESS NOTICE / NOTICE INVITING TENDERS

LIST OF IMPORTANT CRITICAL DATES IN CONNECTION WITH THE BID

| | | |
|-----|--|---|
| 1. | e-Tender Inviting Authority | Director, Tribal Welfare, Govt. of Tripura |
| 2. | *Date of publishing of e-Tender | 02.12.2022 at 11:00 A.M. |
| 3. | *Period of downloading of Bidding Documents at https://tripuratenders.gov.in | 02.12.2022 at 11:00 A.M (Start Date) |
| | | 09.12.2022 at 04:00 P.M (End Date) |
| 4. | Seek Clarification | 02.12.2022 at 11:30 A.M (Start Date) |
| | | 07.12.2022 at 04:00 P.M (End Date) |
| 5. | *Start Date of submission of e-Tender (both technical & financial) | 02.12.2022 at 11:00 A.M |
| 6. | *Last Date of submission of e-Tender (both technical & financial) | 09.12.2022 at 04:00 P.M (End Date) |
| 7. | Tender Fee (Online payment) | Rs.5,000/-(Online payment) |
| 8. | Earnest Money Deposit (EMD) | Rs.25,000/- (Online payment) |
| 9. | *Time and Date of Opening of Technical Bid(s) | 12.12.2022 at 11:30 A.M. |
| 10. | Time and Date of Opening of Financial Bid(s) | To be informed later. |
| 11. | Place of Opening of Technical and Financial Proposal | Directorate of Tribal Welfare, P.N. Complex, Gurkhabasti, Agartala, West Tripura. |
| 12. | Bid Validity | 180 days from the date of publishing of the tender |

Important Note:

- 1) All the above-mentioned time is as per clock time of e-procurement portal <https://tripuratenders.gov.in>.
- 2) The dates stipulated in the bid notice are firm and under NO circumstances, they will be relaxed unless officially extended.

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GOVERNMENT OF TRIPURA
DIRECTORATE OF TRIBAL WELFARE
AGARTALA, GURKHABASTI
AGARTALA – 799006
(PH & FAX-(0381)-2323565, email: director.twd-tr@gov.in)

NOTICE INVITING e-TENDER

Directorate of Tribal Welfare, Government of Tripura invites electronic Bids through e-Procurement Portal of Government of Tripura (<https://tripuratenders.gov.in>) from Individual supplier/Agency/Firm for **Supply and Delivery of Steel Almirah to Govt. ST Hostels**. Detailed tender notice, schedules and tenderdocuments can be obtained from <https://tripuratenders.gov.in>. Last Date of submission of the e-Tender: **09.12.2022 at 04:00 PM.**

Sd/-
Director,
Tribal Welfare
Government of Tripura

SECTION - II

SCOPE OF WORK AND ELIGIBILITY

1. INTRODUCTION:

The Tribal Welfare Department, Government of Tripura invites Online Tenders through e-Procurement Portal of Government of Tripura (<https://tripuratenders.gov.in>) from Individualsupplier/Agency/Firm for**Supply and Delivery of Steel Almirah to Govt. ST Hostels.**

2. SCOPE OFWORK:

The Tribal Welfare Department, Government of Tripura wants to equipST Govt. Hostels by providing **Steel Almirah**for storage of electronic gadgets /devices and relevant records etc.

2.1. List of items to be supplied in each hostel are given below: -

| Sl. No. | Particulars/Items | Quantity (nos.) | Specification |
|---------|----------------------|-----------------|---|
| 1 | Steel Almirah | 62 nos. | <ul style="list-style-type: none">i) Product Size: 900mm(W) x 507mm(D) x 1372mm(H) mm.ii) Construction & Material: Aestheticallyappealing slim line, completely knock down construction.iii) Removable Skirting to cover integrallegs. Legs fitted with screw type leveler.iv) Made from combination of CRCA 0.8 mm & 0.6 mmThickness.v) Main Door: Steel Hinged Door. Shelves: 2 shelves for Slim line minor. Completelyadjustable over the total height of the cupboard.vi) Main Door Locking / handle: Handle & Base aesthetically appealing, Ergonomic, flush with door, 3 way 90 DegreeRemovable key type Cam lock & locking mechanism.vii) Finish: Epoxy Powder coated to the Thickness of 50 microns (+-10). |

The Items are to be provided as per specification given at **Annexure-I**. All the specifications are to be Compatible.However, this is an indicated requirement. The actual requirement may increase or decrease during the execution of work.

3. ELIGIBILITYOF FIRMS, BIDDERS,SUPPLIERS:

3.1. The bidder must be a registered legal entity like Individual supplier/Agency/Firm. Supporting Documents in the form of Certificate of incorporation/ registration in support of this is/are to beprovided.

3.2. Bidder should not be blacklisted by any Central/State Government Department/agency regarding quality compromise or any other reason as on closing date of tender. Bidders having any ongoing litigation with any department/ agency of Central / State Government are also barred from participation in the tender. Self-declaration Certificate as per **Annexure-III**should

be submitted. Any wrong declaration in this regard which comes to the notice of the Bid calling authority at a later date will disqualify such bidder and the bid(s) so received will be rejected.

3.3. Bidder/Agency must have the following Eligibility Criteria and enclose the mentioned documentary proof, failing which the Request for Proposal (RFP) shall not be considered for evaluation and will be summarily rejected:-

| Sl. No. | Criterion | Supporting Documents to be Submitted |
|---------|--|---|
| 1 | Must be a registered Individual supplier/ Agency/Firm/ Institution/Company/Joint venture/ Cooperative Society/Proprietary firm/LLP. | Copy of up-to-date Registration Certificate/Trade license self-attested by authorized signatory. |
| 2 | Agency should have a valid PAN/TIN | Copy of PAN/TIN. |
| 3 | Agency should have a valid GSTN | Copy of GST Registration letter/certificate. |
| 4 | Should not hold any sanction/black-listing by any PSU/State or Central Government organization persisting on the last due date of receipt of EOI. | Agency should submit a self-attested Declaration (Annexure-III). Any wrong declaration in this regard which comes to notice at a later date will disqualify them and the EOI so received will be rejected. |
| 5 | The Agency must have an average annual turnover of at least Rs.5,00,000/- (Rupees five lakhs) only in Indian Rupees during the last 3 consecutive Financial Years 2019-20, 2020-21 & 2021-22. | Agency should provide Income Tax Return (ITR) of 2020-21, 2021-22, 2022-23 Assessment Year against last 3 consecutive financial years 2019-20, 2020-21 & 2021-22 and Details of turnover in Annexure-IV |
| 6 | The Bidder should either be an OEM or authorized dealer of OEM and have dealership for at least last 5 financial years. | OEM or Authorization certificate from OEM and have dealership for least last 5 financial years. |
| 7 | PF & ESI registration of the bidder. | PF & ESI registration Certificate for both OEM and Reseller. |
| 8 | BIFMA Member Certificate, India Design Mark Certificate, GRIHA Certificate, Green Pro, Indoor Advantage Certificate. | BIFMA Member Certificate, India Design Mark Certificate, GRIHA Certificate, Green Pro, Indoor Advantage Certificate. |
| 9 | ISO Certificates ISO 9001:2015, ISO 14001:2015, ISO 50001:2018, ISO 45001:2018 | Scanned copy of ISO 9001:2015, ISO 14001:2015, ISO 50001:2018, ISO 45001:2018. |
| 10 | Must be willing to Supply the Item with the Same Specification mentioned in the Annexure-I . | Agency should submit filled compiled form as per Annexure-I . |

SECTION - III

INFORMATION TO THE BIDDERS

4. AVAILABILITY OF TENDER DOCUMENTS:

4.1. The tender documents will be available in the website <https://tripuratenders.gov.in>.

4.2. All future modification/Corrigendum shall be made available only in the <https://tripuratenders.gov.in> portal, so bidders are requested to get the update themselves from the e-Tender webportal.

4.3. The interested bidder(s) are requested to download and go through the instructions/terms & conditions/critical dates/eligibility criteria noted in the DNIT minutely. Downloaded DNIT has to be uploaded along with back of the document as a part of technical bid and as a proof of acceptance of all terms condition in the DNIT.

5. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The E-Tender Inviting Authority, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6. NUMBER OF BID PER BIDDER:

Each Bidder shall submit only one Bid for the work. A bidder who submits more than one bid will cause disqualification of all the bids submitted by the bidder.

7. CLARIFICATION ON BID DOCUMENTS:

A prospective bidder requiring any clarification of the Bid Documents shall submit query to the Directorate of Tribal Welfare online (email at twdstipend2018@gmail.com or director.twd-tr@nic.in) or may communicate to the address of the Dept with prior permission through e-mail within suitable date before last date of submission of bid.

8. AMENDMENT TO BID DOCUMENTS:

81 Before the last date for submission of Bids, the Bid Inviting authority may modify any of the Contents of the Bid Notice, Bid documents by issuing amendment/addendum/corrigendum.

82 Any addendum/ amendments/ corrigendum issued by the Bid Inviting Authority shall be part of the bid Document and it shall be published in the e-procurement portal <https://tripuratenders.gov.in>. However, Directorate of Tribal Welfare, Government of Tripura shall bear no responsibility or liability arising out of non-receipt of the same on time or otherwise. Bidders are requested to visit the website frequently to check whether there is any related Corrigendum(s) or not.

83 To give prospective Bidders reasonable time to take an amendments/ addendum /corrigendum into account in preparing their bids, the Bid Inviting Authority may extend, if necessary, the last date for submission of the bid.

9. LANGUAGE OF THE BID:

All documents relating to the bid shall be in English Language only.

10. BID VALIDITY PERIOD:

- 10.1. The bid for the work shall remain valid for acceptance for a period of **180(one hundred eighty)** days from the publishing date of this Tender.
- 10.2. During the above-mentioned period, no plea by the bidder for any sort of modification of the bid based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.
- 10.3. In exceptional circumstances, prior to expiry of the original time limit, Directorate of Tribal Welfare may request the bidder to extend the period of validity for a specified additional period. Such request to the bidders shall be made in writing. A bidder may refuse the request without forfeiting his EMD. A bidder agreeing to the request will not be permitted to modify his bid.

11. BID OFFER/BID PRICES:

- 11.1. The price bid format which is provided with the uploaded tender is an Excel file. This is an item wise BOQ (Bill of Quantity) Template, where a bidder has to provide the item rate (inclusive of all statutory deduction/Taxes & Service charges as per present prevailing rate) which should be above the estimated value present in the Total Amount cell of the BOQ.
- 11.2. The prices quoted by the bidder shall remain firm and fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is to be treated as non-responsive and rejected.
- 11.3. The proposal shall remain valid for 1 (one) month from the date of opening of Financial Bid and in respect of accepted Bid the prices quoted shall remain valid during the entire period of contract.
- 11.4. All duties, taxes and other levies payable by the Bidder as per State/Central Government rules shall be included in the rate quoted by the bidder.
- 11.5. The rates quoted shall remain firm during the period of contract.
- 11.6. The rates shall be quoted by the bidder entirely in Indian Rupees.
- 11.7. The E-Tender Inviting Authority reserves the right to reject those bid(s) which are abruptly high/low.

12. TENDER FEE (TF) & EARNEST MONEY DEPOSIT (EMD):

12.1. The participating bidders have to pay a non-refundable amount of **Rs.5,000/- (Rupees five thousand)** as tender fee (TF) and a refundable amount of **Rs.25,000/- (Rupees twenty five thousand)** as Earnest Money Deposit (EMD).

12.2. Tender Fee and EMD are to be paid electronically using the Online Payment Facility provided in the Portal. For online payment of EMD, please follow the following process:

- After initiating the Bid Submission Process from "My Tender" option, an "Online Payment" page will appear which will display the total EMD amount.
- On submission of EMD payment option, System will redirect to the SBI Bank MOPS window.
- SBI MOPS will have two options for Net Banking- "SBI" & "Other Banks". Bidder can choose any of the options as desired and can complete the Online Payment process.

12.3. The EMD amount shall be refunded online to all the bidders including selected bidder(s) in their respective Bank Account, after the Award of Contract (AoC) event is completed in the Tripura e-procurement Portal on receipt of Performance Bank Guarantee from the selected bidder(s).

12.4. No interest will be paid to the bidders on EMD submitted.

12.5. EMD of the bidder may be forfeited if in any case the bidder is found to have made false Declaration or Claims.

12.6. There shall be no Fee exemption for Micro, Small & Medium Enterprise (MSME) or other notified agencies.

12.7. The successful bidder has to submit the Bank Guarantee @3% of Bid value. No interest will be paid to the bidder on Performance Guarantee. The Performance Guarantee will be returned 3 months after the end of contract period.

13. ALTERATION:-

Any alteration which is made by the bidder in the contract form, regarding the conditions of the contract, specifications or statements/formats or quantities accompanying the same will be recognized and if any such alterations are made, the bid will be void.

14. CONFLICT OF INTEREST:

A bidder shall not have conflict of interest with other bidders. The bidder found to have a conflict of interest shall be disqualified.

15. MODE OF SUBMISSION OF BIDS:-

15.1. The interested bidders may submit their online copy of the bid at <https://tripuratenders.gov.in>. Bidder(s) may note that **ONLINE BIDS will ONLY be accepted**. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed, in anycase.

15.2. The Bidder shall follow all the instructions given at **SECTION-V** (Instruction to Bidders) for submission of on-line bid.

15.3. The Bidder shall examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

16. SCHEDULE OF SUBMISSION OF BIDS:

16.1. Bids must be submitted within the Bid Submission Start and End date and time specified in Section-I of DNIT.

16.2. Bidders are allowed to bid 24x7 until the time of Bid Closing.

16.3. The Directorate of Tribal Welfare, Government of Tripura reserves the right to extend the date and time of receipt of Bids by issuing Corrigendum, in which case all rights and obligation of the Directorate of Tribal Welfare, Government of Tripura and Bidders will remain same as previously.

16.4. The e-Procurement application <https://tripuratenders.gov.in> will not allow any Bidder to attempt bidding after the scheduled date and time prescribed in DNIT.

17. RE-SUBMISSION/RE-UPLOADING OF BIDS:

Re-submission/Re-uploading of bid is allowed before the date and time of closing of the bid.

18. BID OPENING:

18.1. The technical Bid(s) mentioned in Eligibility Criteria will be opened online in the portal on the date, time and venue mentioned at **SECTION-I**.

18.2. In case of any un-scheduled holiday(s) or occurrence of some event beyond control of the inviting authority on the day of opening, the e-tender will be opened on the next working day at the same time.

18.3. Due to any technical issue/unavailability of internet connectivity, the date and time of opening of online Technical Bid(s) may be deferred until availability of connectivity/resolving the technical issue.

18.4. Summary of Technical Bid opening shall be uploaded in the Portal.

- 18.5. Once the Technical Bid(s) is accepted, the Financial Bid(s) of the vendor(s) (whose Technical Bids have been accepted shall be opened online only, the date for which shall be communicated to the vendors through system generated Email/SMS.
- 18.6. In case of any ambiguity, the decision taken by Bid Accepting Authority on bids shall be final.

19. EVALUATION OF TECHNICAL & FINANCIAL BID:

- 19.1. Eligibility Criteria & Financial bids will be evaluated by the Tender Evaluation Committee to be formed for the purpose by the Directorate of Tribal Welfare, Government of Tripura.
- 19.2. Tender Evaluation Committee (TEC) constituted by the Directorate of Tribal Welfare, Govt. of Tripura shall evaluate the Eligibility Criteria to determine whether the bids received are complete, required securities/sureties have been furnished, the documents have been properly signed and the bids are generally in order in compliance with clauses of the DNIT. The agency fulfilling all the eligibility criteria as mentioned in Clause 3.3 of Section II shall be eligible for evaluation of Financial Bid. Decision of the Committee will be final in this regard.
- 19.3. The Tender Evaluation Committee shall evaluate the Eligibility Criteria as per the response to the DNIT and supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence shall lead to non-consideration of bid for evaluation and will be summarily rejected.
- 19.4. Incomplete and conditional tenders will not be entertained.
- 19.5. The Tender Evaluation Committee may call upon any bidder(s) for clarification on the statements and supporting documents/documentary evidence relating to the technical bid. The bidder has to furnish the clarification called for in writing within the stipulated time as fixed by the Tender Evaluation Committee. Failure to do so will lead to disqualification of the bidder.
- 19.6. The rates are to be quoted as per BOQ template. Prices should be firm and fixed and including of all taxes. In order to decide the lowest bidder, the calculation will be made considering prices of items mentioned in BOQ (including free Delivery).
- 19.7. The Automatic generated computerized Comparative Statement (BOQ Comparative Chart) to be displayed in the Financial Bid Opening Summary page of the E-Tender portal will not be final. The Bid Evaluation Committee will prepare an 'Evaluation Statement' considering all parameters as per conditions given in the bid document. This 'Evaluation Statement', will be uploaded along with the details of Evaluation Committee in the e-procurement portal subsequently for information to the bidders.
- 19.8. The Bill of Quantity/Price Bid if found modified/tampered by a bidder except for the

permitted cells, shall lead to rejected of that bidder.

19.9. Subject to Eligibility Criteria and acceptance of the offers in the bids by e-Tender Evaluation Committee, financial score evaluation shall be done. Decision of the e-Tender Evaluation Committee will be final and binding on the part of the bidders. Also the result of Financial Evaluation would be uploaded online in the Portal.

19.10. The Tender Evaluation Committee will select the lowest bidder(s) (financial) among those who will qualify fulfill Eligibility Criteria.

19.11. Even after opening of financial bid, till completion of the entire process including period of agreement, if it is found that any information or certificates produced by the bidder is false or tampered, the e-Tender Inviting Authority shall without prejudice to any other right or remedy be at liberty to reject the bid and forfeiture the EMD and invocation of the performance warranty.

19.12. Tender Evaluation Committee reserves the right to relax any terms and condition of the EO in Government interest subject to approval of competent authority.

20. PERFORMANCE SECURITY:

20.1. Successful bidder(s) has to furnish “Bank Guarantee” as per Performance Security for an amount equal to **3% of the total contract value**, issued by a Nationalized Bank having Branch at Agartala in the format provided in **Annexure-II** in favour of the Drawing & Disbursing Officer, Directorate of Tribal Welfare. The successful bidder will be notified in writing to deposit said “Bank Guarantee” within 15 days of issue of the letter. Any request for time extension by a bidder will not be accepted.

20.2. On receipt of the “Bank Guarantee” from the selected Bidder, Directorate of Tribal Welfare shall scrutinize the received instrument for its authenticity and validity for the Amount and Period.

20.3. In the event of breach/violation or contravention of any terms and conditions contained herein by the agency i.e., if the Agency/Firm fails to execute the contract, the Performance Bank Guarantee, part/whole (as per decision of the Directorate of Tribal Welfare, Government of Tripura) will be forfeited from the guarantor.

20.4. The Performance Security Guarantee will be released as per Banking protocol by the Drawing & Disbursing Officer, Directorate of Tribal Welfare, Government of Tripura on completion of the successful execution of the task.

21. AWARD OF CONTRACT:

21.1. **The Director, Tribal Welfare Department, Government of Tripura** will award or

recommend to the competent bid accepting authority for award of the contract to the lowest Financial bidder and having submitted Performance Bank Guarantee to the tender inviting authority. The Award of Contract shall be published in the Tripura Tender portal and also may send the same through registered letter to the successful bidder.

21.2. The bidder, whose bid has been accepted, will be notified in writing to deposit "Bank Guarantee" within **15 days of issue of the letter**.

21.3. Failure to attend the **Directorate of Tribal Welfare, Government of Tripura** on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money Deposit.

22. DELIVERIES OF GOODS:

The successful bidder mentioned above at point 21 may supply the consignment in 2 (two) lot, first lot shall reach the delivery within **30 (thirty) days** of the issuance of AOC and the 2nd lot within **60 (sixty) days** of the issuance of AOC.

23. CORRUPT OR FRAUDULENT PRACTICES:

The Government requires that the Bidders/Agency/Firm under Government financed contract, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:

- (a) define for the purposes of the provision, the terms set forth below as follows:
 - (i) "Corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Government official in procurement process or in contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government 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 Government of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will blacklist/debar an individual Service Provider/firm/organization, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government Contract.

24. ADDRESS FOR COMMUNICATION:

All the communications with respect to the tender shall be addressed to: **The Director,**

Directorate of Tribal Welfare, Government of Tripura, P.N. Complex, Gurkhabasti, P.O-Kunjaban, PIN-799006.

25. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Directorate of Tribal Welfare, Government of Tripura reserves the right to accept or reject any Bid or all Bidstandtocancel during the Bidding process, at any time prior to the Award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the reasons for such action.

SECTION-IV

GENERAL CONDITIONS OF THE CONTRACT

26. GENERAL TERMS& CONDITIONS:

26.1. **The bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Company/Firm/Agency/Individual Service Provider.**

26.2. Warranty for the entire lot of Steel Almirah unit shall be for a period of at least 1 year or 12 months from the date of delivery and shall include free repairing as and when necessary from the date of commissioning and acceptance. This condition shall also apply towards the system software delivery by you along with the system.

26.3. After opening of Technical and Financial Bid L1, L2 & L3 only will submit their Sample Article as per specification within 2 (two) days intimation verbal / written.

27. TERMS OF PAYMENT:

27.1. **The agency shall raise the bill, in triplicate copy. Payment (as per the amount quoted in BOQ) for the 1st lot of supply of consignment shall be made 50% of the cost of item delivered and the remaining payment shall be made after full supply (2nd lot) & delivery of the materials in good working condition. No transport facility shall be provided by the bid inviting authority.**

27.2. No claim for interest in case of delayed payment will be entertained by the Directorate of Tribal Welfare, Government of Tripura.

27.3. No advance payment shall be made including payments of handling charges/service charges/GST charges etc. under any circumstances to the bidder.

27.4. **All remittance charges will be borne by the bidder.**

27.5. **All commissioning charges are to be borne by the bidder.**

27.6. In case the bidder fails to execute the contract, Directorate of Tribal Welfare, Government of Tripura shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.

27.7. Amount payable to the Agency as stated in the Contract shall remain non-negotiable and fixed during the tenure of the Contract. The prices quoted shall not be conditional / optional.

27.8. Penalties for Delay in Delivery:

Delivery and successful implementation of all the Steel Almirah unit will be within 60 (Sixty) days (maximum) after the allotment of supply order from Directorate of Tribal Welfare, Govt. of Tripura. If the vendor fails to complete the work within the time period(s) specified in this

tender document, the Directorate of Tribal Welfare, 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 5 weeks Directorate of Tribal Welfare, Govt. of Tripura reserves the right to terminate the supply order and also forfeit the Security deposit and may backlist the agency, if suitable justification is not given by the Agency.

| Delay in Weeks | Penalty |
|-----------------------|----------------------|
| Up to 1 week | 2 % of Project Cost |
| Up to 2 weeks | 4 % of Project Cost |
| Up to 3 weeks | 6 % of Project Cost |
| More than 4 weeks | 10 % of Project Cost |

In case of Force Majeure or during school vacation, the Directorate of Tribal Welfare, Govt. of Tripura may consider waiving 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).

28. TAX DEDUCTION ATSOURCE:

28.1. All Central/ State Govt./Local Body Levies as applicable from time to time shall be deductedatsourcefromthepaymenttotheServiceProvider/Bidderaspertherespective law in force at the time of execution of contract. Directorate of Tribal Welfare, Government of Tripura shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of makingpayments.

28.2. IfanyratesofTaxareincreasedordecreased or anewTaxisintroduced oranexistingTaxis abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Bidder or its employeesinconnectionwithperformanceoftheContract,anadjustmentaspertheterms ofthisDNITshallbeapplicableandContractPriceshallbetakenintoaccountand such change in such manner as prescribed herein theDNIT.

29. ANNULMENT OFCONTRACT:

29.1.Failure of the successful bidder to comply with the requirement or for violation of any otherClauseofthe e-Tenderdocumentshallconstitutesufficientgroundforthe annulment ofthe awardinpart orfullandforfeatureofthePerformanceSecurityGuaranteeinwhich event the Directorate of Tribal Welfare may make the award to any other bidder at the discretion of e-TIA or call for newbids.

29.2.The contracting agency will be bound by the details furnished to Directorate of Tribal

Welfare, Government of Tripura, while submitting the tender or at subsequent stage. In case, any of such documents furnished by the bidder is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Service Provider liable for legal action besides termination of contract.

29.3. In the event of breach/violation or contravention of any terms and conditions contained here-in by the agency, the agency will be blacklisted in addition to termination of contract.

29.4. The Directorate of Tribal Welfare may at any time terminate the Contract by giving written notice to the Service Provider, if he/she becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue to the Directorate of Tribal Welfare.

30. ARBITRATION:

The resultant contract will be interpreted under Indian Laws. Any legal disputes arising out of this are subject to jurisdiction of Agartala only.

31. FORCE MAJEURE:

31.1. The agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Tender Inviting Authority either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, strikes, earthquakes etc.

31.3. If a Force Majeure situation arises, the agency shall promptly notify the Tender Inviting Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the e-Tender Inviting Authority in writing, the agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

SECTION- V

INSTRUCTION TO THE BIDDERS

32. INSTRUCTION TO BIDDERS:

- 32.1. Tender documents may be downloaded from Procurement Portal <https://tripuratenders.gov.in>. Bidders need to go through the tender document to where instructions are given.
- 32.2. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the Individual supplier/bidders/agencies on the e-procurement/e-tender portal (<https://tripuratenders.gov.in>). For detailed instruction for online registration and submissions -procurement module, the bidder is requested to visit the website <https://tripuratenders.gov.in>.
- [(i) [https://tripuratenders.gov.in/nicgep/app?page=Help For Contractors & service=page](https://tripuratenders.gov.in/nicgep/app?page=Help%20For%20Contractors%20&%20service=page) and
(ii) [https://tripuratenders.gov.in/nicgep/app?page=BiddersManualKit & service=page.](https://tripuratenders.gov.in/nicgep/app?page=BiddersManualKit%20&%20service=page)]
- 32.3. Bidder shall download and carefully read all terms conditions and other contents of the DNIT. Downloaded DNIT has to be uploaded back as a part of technical bid and as a proof of acceptance of all terms and conditions in the DNIT. Bidder should note that the very act of using DSC for uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender.
- 32.4. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the e-tender document. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the e-tenders. Bid documents should be scanned with 100 dpi with black and white option.
- 32.5. Do not quote any rate in the BOQ screenshot/anywhere in DNIT. Bidder has to download the BOQ excel sheet from Tripura tender website and quote the rate and upload the same in the Financial cover only.
- 32.6. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in the cover as specified will result in rejection of the tender.

- 32.7. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technicalsnags.
- 32.8. The bidder shall bear all the costs associated with the preparation and submission of the bid. The e-TIA, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the biddingprocess.
- 32.9. The time settings fixed in the server side & displayed at the top of the e-tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bidsubmission.
- 32.10. Each bidder shall submit only one bid for the work. A bidder who submits more than one bid (may by obtaining different user ID) will cause disqualification of all the bids submitted by thebidder.
- 32.11. Resubmission/Re-uploadingofbidisallowedbefore the dateandtimeofclosingofthe bid.
- 32.12. If any of the certificates/documents furnished by the Bidder are found to be false/fabricated/bogus,thebidderwillbeliabletobe blacklistedandtheirEMDwillbeforfeited.

33. DOCUMENTS TO BE SUBMITTED ONLINE:

- 33.1. e-Tenders are to be submitted in two folders, one in ‘**Technical Proposal (Cover-I)**’ & the other is ‘**Financial Proposal (Cover-II)**’ before the prescribed date & time. Both Technical Proposal and Financial Proposal will be submitted concurrently.
- 33.2 Following Documents are to be uploaded in the ‘Technical Proposal (Cover-I)’ folder [Legible scan copy in PDF format (to be scanned in 100 dpi resolution)]:
- i. Scanned copy of Registration Certificate/Trade License of theIndividual supplier/ Agency /Firm.
 - ii. Scanned copy of valid GST registration certificate with valid GSTN and last GST return.
 - iii. Self-Attested Declaration/Undertaking as per **Annexure-III**.
 - iv. Agency should provide Income Tax Return (ITR) of 2020-21, 2021-22, 2022-23 assessment year againstlast 3 consecutive financial years 2019-20, 2020-21 &2021-22 and details of **turnover** in **Annexure-IV**.
 - v. Scanned copy of Bidder’s Information Sheetas per proforma given in **Annexure-V** in a single pdf file.

[Bidder shall take printout of **Annexure- III and Annexure-V** and shall fill the

necessary information & put ink signature with stamp/seal, and then scan them into a single PDF file. Finally those documents should be uploaded]

- vi. The bidder should either be an OEM or authorized dealer of the OEM. The authorized dealer of OEM should have dealership for the last 5 financial years. PF & ESI registration is mandatory for both OEM & Reseller. Manufacturer should have BIFMA Member Certificate, India Design Mark Certificate, Green Pro, GRIHA, Indoor Advantage certification along with products certifications like; AIOTA,. Other certificates ISO 9001:2015, ISO 14001:2015, ISO 50001:2018, ISO 45001:2018

33.3 'Financial Proposal (Cover-II)' should be submitted as per the Bill of Quantity (BOQ) MS-Excel File.

- a. The bidders are requested to first download the BOQ file corresponding to this tender from the <https://tripuratenders.gov.in> and save it without changing the name of the file.
- b. To quote the price, bidders are requested to open the downloaded BOQ file and enable macros on it.
- c. After that they will get an area to quote **item rate** and name of the Individual/Firm/Organization and save it **without changing the name of the BOQ file (bidders cannot allow to alter the name of BOQ file)** and upload the same after digital signing.
- d. Bidders are hereby warned not to tamper with the MS-Excel Sheet, make copies and work in a copied Sheet or break through the default Work-Sheet Security. Such BOQ with stated violations will be treated as Tampered BOQs and bids uploaded with Tampered BOQs will be summarily rejected.
- e. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in the cover as specified will result in rejection of the tender.

SECTION- VI

ANNEXURES

36.1. TECHNICAL SPECIFICATION FOR STEEL ALMIRAH

| Sl. No. | Particulars/Items | Quantity (nos.) | Specification |
|----------------|--------------------------|------------------------|---|
| 1 | Steel Almirah | 62 nos. | <p>i) Product Size: 900mm(W) x 507mm(D) x 1372mm(H) mm.</p> <p>ii) Construction & Material: Aesthetically appealing slim line, completely knock down construction.</p> <p>iii) Removable Skirting to cover integral legs. Legs fitted with screw type leveler.</p> <p>iv) Made from combination of CRCA 0.8 mm & 0.6 mm Thickness.</p> <p>v) Main Door: Steel Hinged Door. Shelves: 2 shelves for Slim line minor. Completely adjustable over the total height of the cupboard.</p> <p>vi) Main Door Locking / handle: Handle & Base aesthetically appealing, Ergonomic, flush. 3 way 90 Degree Removable key type Cam lock & locking mechanism.</p> <p>vii) Finish: Epoxy Powder coated to the thickness of 50 microns (+-10).</p> |

Note: Bidders should specify the actual specification offered by them, merely writing Yes/No in the ***Specification Offered*** column will not be treated as compliance.

37. PERFORMANCE SECURITY BOND FORM

(MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY)

**To
The Drawing & Disbursing Officer,
Directorate of Tribal Welfare,
Government of Tripura**

WHEREA..... (Name and address of the agency) (hereinafter called “the agency”) has undertaken, in pursuance of contract no.....dated.....to provideservices as Authorized Agent (description services)(herein after called “the contract”).

AND WHEREAS, it has been stipulated by you in the said contract that the Service Provider shall furnish you with a bank guarantee by a Nationalized Public Sector Scheduled Commercial Bank recognized by you for the sums specified there in as security for compliance with its obligations in accordance with the contract;

AND WHEREAS, we have agreed to give the agency such a bank guarantee;

NOW THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the agency, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first writtendemand declaring the agency to be in default under the contract and without cavil or argument, any sum or sums within the limit\sof (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Wherebywaivethenecessityof your demanding the said debt from the agency before presenting us with the demand.

Wefurtheragreethat no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until theday of.....(date)

Name of Bank:

(Signature of the authorized officer of the Bank)

Branch :

Name, Designation & Code No:

Address:

Phone No.:

Date:

Seal

38. DECLARATION AND UNDERTAKING BY THE BIDDER

**To
The Director
Directorate of Tribal Welfare, Government of Tripura
P. N. Complex, Gurkhabasti
P.O. Kunjaban, PIN-799006**

Sub: Self-declaration in respect of submission of bid for “Supply and Delivery of Steel Almirah.”.

Dear Sir,

I / We hereby agree to abide by all terms and conditions laid down in tender document referenced above.

2. I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.

3. I/We confirm that we have not been levied financial penalty or any major penalty in the past by any of our client/principal employer and also declare that my/our firm/agency/company doesn't have any existing litigation, never blacklisted, and terminated by any client in India.

I/We confirm that we never filed any law suits or requested arbitration with regard to any contract within the last five years. No judgment, claim, arbitration proceeding or suit pending or outstanding against us or our officers. Bankruptcy was never filed by us our subsidiaries or our parent companies. We were never cited by any regulatory agency for a safety violation in the last 1(one) year.

(Signature of the bidder)

Date:

Name:

Place:

Seal:

39. TURNOVER CERTIFICATE

In reference to NIT No. _____ dated _____ of the Directorate of Tribal Welfare, Government of Tripura, I/We hereby confirm and certify that during the Fin. Year 2019-20, 2020-21, 2021-22 (i.e. for the year ended 31st March, 2022), the Turnover/Gross Receipt of my/our firm/company M/s _____ office Address: _____
_____ (Full Name and address of the Company/Firm) as per Income Tax Return is as follows-

| Sl. | Financial Year | Assessment Year | Financial Turnover (In Rupees) |
|-------|----------------|-----------------|-----------------------------------|
| 1 | 2019-20 | 2020-21 | |
| 2 | 2020-21 | 2021-22 | |
| 3 | 2021-22 | 2022-23 | |
| Total | | | |

The Average Annual Turnover/Gross receipts from installing/selling electronic gadgets in the FY: 2019-20, 2020-21, 2021-22 is Rs _____ (Rupees _____
_____) only.

I/We hereby unconditionally undertake that if the information furnished above by me/us are found false or tampered the e-Tender Inviting Authority shall without prejudice to any other right or remedy be at liberty to reject this e-tender/bid including the forfeiture of the full Earnest Money Deposit (EMD).

Place: _____

Yours Faithfully

(Signature of the Bidder with Official Seal)

Date: _____

40. BIDDER'S INFORMATION SHEET

| | | |
|----|---|--|
| 1 | Name of the Bidder/Firm/Organization/Agency: | |
| 2 | Full address of Bidder's organization : | |
| 3. | Telephone no : | |
| | E-mail address : | |
| 3. | PAN No. : | |
| 5 | GSTN : | |
| 7 | <u>Legal Status of Bidder:</u> Proprietary Agency/Ltd. Company/ partnership firm/ Government Organization (Central / State / PSUs) | |
| 8 | <u>Particulars of Registration with Government Body</u> Organization/Place of registration: Registration No. : | |
| 9 | <u>Contact Person:</u> Name: Mobile No: | |
| 10 | List of existing Govt. Clients | |

I do hereby certify that the above-mentioned particulars are true and correct.

(Signature of the bidder)

Date:

Name:

Place:

Seal: