

**No F.3-22/TW/ACCTS/Vehicle/PV/2021-22**  
**GOVERNMENT OF TRIPURA**  
**TRIBAL WELFARE DEPARTMENT**  
**AGARTALA, GURKHABASTI**  
**AGARTALA – 799006**  
**(PH & FAX-(0381)-2323565, email jd.twd-tr@gov.in)**

**Dated, 30<sup>th</sup> January, 2021**

**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 reputed Agency/Firm involved in giving vehicle on rent for Hiring of 2 (two) nos. Mahindra Scorpio (S-11) & 2 (two) nos. Maruti Eeco with AC including fuel and driver for use of the Directorate of Tribal Welfare, Government of Tripura. Detailed tender notice, schedules and tender documents can be obtained from <https://tripuratenders.gov.in>. **Last Date of submission of the e-Tender: 23-02-2021 upto 5.00PM.**

Sd/-

Addl. Secretary & Director,  
Tribal Welfare Department  
Government of Tripura

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**TRIBAL WELFARE DEPARTMENT**  
**(PH & FAX-(0381)-2323565, email-director.twd-tr@nic.in)**  
**Dated 30/01/2021**

**Detailed Notice Inviting e-Tender (DNIT)**  
**Hiring of Vehicle for the Directorate of Tribal Welfare, Government of Tripura.**

**E-Tender No. TWD\_e-Tender\_2020-21\_2**

**Issued by**  
**Additional Secretary, 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	Addl. Secretary, Tribal Welfare, Govt. of Tripura
	*Date of publishing of e-Tender	03.02.2021, 11.00 AM
	*Period of downloading of Bidding Documents at <a href="https://tripuratenders.gov.in">https://tripuratenders.gov.in</a>	From: 03.02.2021, 11.00 AM
		To: 23.02.2021, 5.00 PM
	Seek clarification start date	05.02.2021, 11.00 AM to 1.00 PM
	Seek clarification end date	06.02.2021, 11.00 AM to 1.00 PM
	*Start Date of submission of e-Tender (both technical & financial)	03.02.2021, 11.00 AM
	*Last Date of submission of e-Tender (both technical & financial)	23.02.2021, 5.00 PM
	Tender Fee	Rs. 2000/-
	Earnest Money Deposit (EMD)	Rs. 38000/-
	*Time and Date of Opening of Technical Bid(s)	24.02.2021, 1.00 PM
	Time and Date of Opening of Financial Bid(s)	To be intimated later on.
	Place of Pre-bid demonstration/ Opening of Technical and Financial Proposal	Directorate of Tribal Welfare, P.N. Complex, Gurkhabasti, Agartala, West Tripura
	Bid Validity	120 days from the date of publishing of the tender
	Contract Period	Initially for 12 (twelve) months from the date of Award of Contract (AoC)

**Important Note:**

- 1) All the above mentioned time are as per clock time of e-procurement portal <https://tripuratenders.gov.in>
- 2) The dates stipulated in the bid notice are firm and under any circumstances, they will not be relaxed unless officially extended

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Sd/-

Addl. Secretary & Director,  
Tribal Welfare Department  
Government of Tripura



**SECTION - II**

**SCOPE OF WORK AND ELIGIBILITY**

## 1. INTRODUCTION:

Directorate of Tribal Welfare, Government of Tripura invites Online Tenders through e-Procurement Portal of Government of Tripura (<https://tripuratenders.gov.in>) from reputed Agency/Firm involved in giving vehicle on rent for Hiring of 2 (two) nos. Mahindra Scorpio (S- 11) & 2 (two) nos. Maruti Eeco with AC including fuel and driver for use of the Directorate of Tribal Welfare, Government of Tripura. The vehicle will be hired initially for a period of 1(one) year and contract may further be extended by one/two more year subject to satisfactory performance.

## 2. SCOPE OF WORK:

2.1. Hiring of 2 (two) nos. Mahindra Scorpio (S-11) & 2 (two) nos. Maruti Eeco with AC including fuel and driver. Details of the requirement viz, type of vehicle , year of manufacturing, detention charge and ceiling of rate per km are given below:

Sl.	Type of vehicle	Year of manufacturing	Upper ceiling of Detention charge @ per day (in Rs.)	Upper ceiling of rate per kilometer (in Rs.)			Monthly ceiling (in Rs.)			Annual ceiling (in Rs)		
				Petrol	Diesel	CNG	Petrol	Diesel	CNG	Petrol	Diesel	CNG
1.	Maruti Eeco with AC	2021 Or 2020 Or 2019	700.00	8.00	0.00	5.00	30820.00	0.00	25300.00	369840.00	0.00	303600.00
2.	M & M Scorpio (S-11)	2021 Or 2020 Or 2019	1200.00	0.00	11.00	0.00	0.00	47840.00	0.00	0.00	574080.00	0.00

### 3. AGENCY/FIRMS ELIGIBLE TO BID:

- 3.1. The bidders must be registered legal entity like an Agency/Firm/Institution/Company/Joint venture/ Cooperative Society/Proprietary firm/LLP (Limited Liability Partnership). Documents in the form of Certificate of incorporation/ registration in support of this are to be provided.
- 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**. Any wrong declaration in this regard which comes to notice at a later date will disqualify them and the bids so received will be rejected.
- 3.3. Bidder should have a valid PAN Card, GSTN, Trade License. Copy of the following is required to be furnished

Sl. No	Category name	Sub category name / Documents to be uploaded	Remark
A	Vehicle related	i. Insurance certificate of each vehicle. ii. Acknowledgement for apply of commercial Registration certificate of each vehicle (if year of manufacture in 2021). Or Commercial Registration certificate of each vehicle. Road Permit of each vehicle Pollution clearance certificate of each vehicle Road tax clearance certificate of each vehicle. Fitness certificate of each vehicle.	Required documents to be uploaded in the specific <b>folders</b> only.
B	Agency related document(s)	i. Copy of last GST return ii. Professional Tax clearance certificate. iii. PAN card. iv. GST registration certificate v. Trade license vi. Income tax return for 2019-20	Required documents to be uploaded in the specific <b>folder</b> only.

**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> for download from 03.02.2021, 11.00 AM to 23.02.2021, 5.00 PM.

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 bidders are requested to download and to go through the instructions/terms conditions/critical dates/eligibility criteria noted in the DNIT minutely. Downloaded DNIT has to be uploaded 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:**

7.1 A prospective bidder requiring any clarification of the Bid Documents shall submit query to the Directorate of Tribal Welfare online (email at [director.twd-tr@nic.in](mailto:director.twd-tr@nic.in)).

## **8. AMENDMENT TO BID DOCUMENTS:**

- 8.1 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.
- 8.2 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 in time or otherwise. Bidders are requested to visit the website frequently to check whether there is any related Corrigendum(s) or not.
- 8.3 To give prospective Bidders reasonable time to take an addendum / amendments / 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 the English Language only.

## **10. BID VALIDITY PERIOD:**

- 10.1. The bid for the work shall remain valid for acceptance for a period **120 (one hundred twenty)** days from the publishing date of this e-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. CONTRACT PERIOD**

The contract is to commence from the date of Award of Contract to the Service Provider and shall continue for 1 (one) year from the date of AoC, unless it is curtailed or terminated by Directorate of

Tribal Welfare, Government of Tripura. Contract period may further be extended by one more year subject to satisfactory performance.

**12. BID OFFER/BID PRICES:**

- 12.1. The price bid formats which is provided with the uploaded tender is an Excel file. This is a percentage BOQ (Bill of Quantity) Template, where bidders has to provide the percentage value(inclusive of all statutory deduction/Taxes & Service charges as per present prevailing rate) which should be above to the estimated value present in the Total Amount cell of the BOQ.
- 12.2. The BOQ contains Detention Charge per day per vehicle (incl. of all taxes and charges) and per Km running charges per vehicle( incl. of all taxes and charges).Based on the offered percentage, the total Amount as computed through Macro Enabled Excel BOQ sheet would be the quoted offered Amount for the work. If a firm quotes a percentage in less or Zero, the bid shall be treated as unresponsive and will not be considered.
- 12.3. 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.

- 12.4. 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.
- 12.5. 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.
- 12.6. The rates quoted shall remain firm during the period of contract.
- 12.7. The rates shall be quoted by the bidder entirely in Indian Rupees.
- 12.8. The E-Tender Inviting Authority reserves the rights to reject those bid(s) which are abruptly high/low.

**13. TENDER FEE & EARNEST MONEY DEPOSIT:**

- 13.1. The participating bidder has to pay an amount of Rs.2000/- as Tender Fee. The Tender Fee that will be paid is Non-Refundable.
- 13.2. The participating bidders have to pay a refundable amount of Rs.38000/- as Earnest Money Deposit.
- 13.3. Tender Fee and EMD are to be paid electronically using the Online Payment Facility provided in the Portal. For online payment of Tender Fee and 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 TF & EMD amount.
  - On submission of TF & 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.
- 13.4. The EMD amount shall be refunded online to all the bidders including selected bidder including L1 (Selected) bidder in the 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 L1 (selected) bidder.



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

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

13.7. Bidders exempted under specific Government order/ rules from submitting EMD have to furnish Scan copy of the related Governments order/rules in English language, along with the tender in support of their claim exemption

#### **14. ALTERATION**

Any alteration which is made by the bidder in the contract form, 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.

#### **15. 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.

#### **16. MODE OF SUBMISSION OF BIDS**

16.1. The interested bidders may submit their online copy of the bid at <https://tripuratenders.gov.in> before last date of submission of Bid documents. The 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 any case.

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

16.3. 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.

**17. SCHEDULE OF SUBMISSION OF BID:**

- 17.1. Online submission of bids will commence on 03.02.2021, 11.00 AM and remain open upto 23.02.2021, 5.00 PM. Bids must be submitted within the Bid Submission start and end date and time specified in DNIT.
- 17.2. Bidders are allowed to bid 24x7 until the time of Bid Closing.
- 17.3. 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.
- 17.4. 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.

**18. RESUBMISSION /RE UPLOADING OF BIDS:**

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

**19. BID OPENING:**

- 19.1. The technical Bid(s) will be opened online in the portal on the date, time and venue mentioned at **SECTION-I**.
- 19.2. In case of any un-scheduled holiday(s) or occurrence of some event beyond control of the bid inviting authority on the day of opening, the e-tenders will be opened on the next working day at the sametime.
- 19.3. Due to any technical issue/unavailability of internet connectivity the date and time of opening of online Technical Bid(s) may be differed until availability of connectivity/resolving the technical issue.
- 19.4. Summary of Technical Bid opening shall be uploaded in the Portal.
- 19.5. Once the Technical Bid(s) accepted, the Financial Bids of the vendors (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.
- 19.6. In case of any ambiguity, the decision taken by Bid Acceptance Authority on bids shall be final.

**20. EVALUATION OF TECHNICAL & FINANCIAL BID:**

20.1. Technical & 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.

20.2. An e-Tender Evaluation Committee (e-TEC) constituted by the Directorate of Tribal Welfare, Govt. of Tripura shall evaluate the technical bids 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. Evaluation of the Bids will be done by the Evaluation Committee **on QCBS method**. The agency obtaining **at least 50 marks on the basis of technical evaluation will qualify for opening of financial bids**. The results of Technical Evaluation will be uploaded online in the portal. Decision of the Committee will be final in this regard. **Distribution of Weightage for Technical Evaluation are tabulated below:**

Sl.	Parameter	Marking criteria	Maximum Weightage
1	<b>Year of manufacturing of Vehicles</b>	Year of manufacturing 2021 : 10 marks for each vehicle Year of manufacturing 2020 : 5 marks for each vehicle Year of manufacturing 2019 : 3 marks for each vehicle (document in support to be attached)	<b>40</b>
2	<b>Experience of the Agency/Firm in terms of execution of similar kind of works with Govt./ Govt. Under taking/ PSUs/ (in last 3 financial years)</b>	10 marks for each work order from Govt. /Govt. under taking organization/establishment/PSU. More than one Work orders from same organization in the same financial year will be treated one. (document in support to be attached)	<b>30</b>
3	<b>Annual Turnover for the Financial year 2019-20</b>	Rs. 10 lakh and above :30 marks Rs. 5 lakh and above and less than Rs 10 lakh:20 marks Below Rs. 5.00 lakh : 10 marks (document in support to be attached)	<b>30</b>
<b>Total</b>			<b>100</b>

20.3. The Tender Evaluation Committee shall evaluate the Technical Proposal as per the response to the DNIT and supporting documents/documentary evidence. Inability to

submit requisite supporting documents/ documentary evidence, the bid shall not be considered for evaluation and will be summarily rejected.

20.4. Incomplete and conditional tenders will not be entertained.

20.5. The Tender Evaluation Committee may call upon any bidders 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. And in case of failure to do so the bidder may be considered disqualified.

20.6. Rate should be quoted as per BOQ. In order to decide lowest bidder the calculation will be made considering 1840 km run for 23 days in a month for each vehicle. Following example is excerpted below-

Detention charge per day per vehicle inclusive of all taxes & charges=Rs. X.00

Per KM running charges inclusive of all taxes & charges=Rs. Y.00

Total charges for running 1840 KM in 23 days per vehicle=Rs. (23X+ 1840Y), this value will be considered at the time of preparation of comparative statement.

20.7. 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.

20.8. The Bill of Quantity / Price Bid if found modified/tampered by the bidder except for the permitted cells, then the bid will be rejected.

20.9. Subject to technical evaluation 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 on the Portal.

20.10. Financial score of an eligible bidder will be determined as follows:  $FS = (LF \times 100) / Fi$

Where -

‘LF’ stand for Lowest Financial Bid amount

‘Fi’ stands for Financial Bid amount to be evaluated

20.11. The final evaluation will be done on Quality Cum Cost Based System (QCBS) in the ratio of 50% Technical and 50%Financial.

**The Formula used to obtain final score will be:**

$$S = (TS \times 50\%) + (FS \times 50\%),$$

Where -

‘S’ stands for 'Final Score

‘TS’ stands for Technical score

‘FS’ stands for Financial score

20.12. 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 Tender Inviting Authority shall without prejudice to any other right or remedy be at liberty to reject the bid and forfeiture of the EMD and invocation of the performance warranty.

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

**21. PERFORMANCE SECURITY:**

21.1. Successful bidder has to furnish “Performance Bank Guarantee” as per Performance Security for an amount equal to 5% of the total contract value, issued by a Nationalized Bank having Branch at Agartala in the format provided in **Annexure-V** in favour of Drawing & Disbursing Officer, Directorate of Tribal Welfare. The successful bidder will be notified in writing to deposit said “Performance Bank Guarantee” within 15 days of issue of the letter. Any request for time extension by a bidder will not be accepted. The validity of Performance Guarantee shall be at least **14 months** from the date of issue of Award of Contract.

21.2. On receipt of the “Performance 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.

21.3. 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 Directorate of Tribal Welfare, Government of Tripura) will be forfeited from the guarantor.

21.4. 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.

## **22. AWARD OF CONTRACT:**

22.1. The **Director, Tribal Welfare, Government of Tripura** will award or recommend to the competent bid accepting authority for award of the contract to the qualified bidder who has submitted Performance Bank Guarantee by publishing the Award of Contract in the Tripura Tender portal and also may be sent the same through registered letter to the successful bidder.

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

22.3. 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.

22.4. The written agreement to be entered into between the bidder and the Government shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the bidder and then by the proper officer authorized to enter into contract on behalf of the Government.

## **23. CORRUPT OR FRAUDULENT PRACTICES:**

The Government requires that the bidders/Agency/Firm under Government financed contracts, 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 in 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 / or 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, Gurkhabasti, P.N. Complex, P.O. Kunjaban, PIN-799006.**

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

Directorate of Tribal Welfare, Government of Tripura reserves the right to accept or reject any Bid or all Bids and to cancel 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 TERM & 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. After opening of tender, entrustment bidder must submit commercial driving license of drivers.
- 26.3. The vehicle will be well conditioned always. It may be required in holidays also.
- 26.4. Vehicle's reporting time should be 6 AM to 10 AM, to be informed by concerned officers.
- 26.5. KM reading meter should have to be fitted in the car in good condition.
- 26.6. Generally reporting place for duties may be anywhere within the radius of 20 KM from the office of the tendering authority. Sometime the vehicle may be used for visiting outstations (within state) for Departmental works to be informed by concerned officers /officials. Duty hour may vary between 6 AM to 11 PM.
- 26.7. For duties beyond 8 hours, overtime @Rs.10/- per hour may be allowed subject to maximum of Rs.40/- per day.
- 26.8. All repairing and maintenance etc. will be the responsibility of the owner of the vehicle at his own cost & risk. During repairing/maintenance, any break down, accident, defects etc substitute vehicle of similar/better quality must be provided by the owner without any delay.
- 26.9. All documents of the vehicle should be kept with driver during movement. "On Government Duty" board has to be displayed in the vehicle. But misuse of this board by driver will be the onus of owner of vehicle. Accident if any during office duty will be the onus of owner of vehicle. If any papers/document of the vehicle is lacking and due to this police/tax/vehicle officials strand the vehicle on duty, it will be the onus of contractor and no payment for that day, whatever may be the performed journey, will be allowed. Rather it will be the onus of contractor to arrange alternative arrangement for the officers/ officials who occupies the vehicle.
- 26.10. Periodical repairing/maintenance of the vehicle should be done without delay. For any delay in this regard, punitive action as decided by office will be imposed on the owner.
- 26.11. Any malfunctioning/inequalities in vehicle operation if detected during the hiring period will be attributed to the owner and owner will have to replace the vehicle as per instruction of the office.
- 26.12. The parking place during hiring period will be ascertained by the owner and office jointly. If vehicle is stolen from the parking place/meet accident during hiring period, office will not be responsible.
- 26.13. Driver, fuel & lubricant should be provided by the owner along with hired vehicle and

related expenditure should be borne by the owner of the vehicle.

- 26.14. The vehicle should report for duty with driver, along with sufficient fuel.
- 26.15. Driver should be obedient, punctual & must maintain the office decorum & traffic rules as per norms. Any misconduct of driver with the office staffs who availed the vehicle will be the onus of owner and as per instruction of authority driver should be changed within 24 hours otherwise agreement will be terminated.
- 26.16. Log book will be issued by the office and it is the responsibility of the owner of the vehicle to maintain the log book and get it signed by the officers on duty every day. KM reading will start from the place of reporting.
- 26.17. Vehicle's towel and other required accessories will have to be borne by the owner.
- 26.18. For wear & tear/decay of the vehicle during hiring period, office will not take any responsibility. Owner has to inspect the condition of the vehicle periodically.
- 26.19. Tyre/tube replacement at the cost/risk of owner has to be done as per instruction of the office.
- 26.20. Rate should be quoted following the rules as given in DFPRT 2019.

## **27. TERMS OF PAYMENT:**

- 27.1. The agency shall raise the bill, in triplicate, along with copy log book for every month. Payment will be made to the Agency to the bank account
- 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. 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.
- 27.6. 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.

**28. TAX DEDUCTION AT SOURCE:**

28.1. All Central/State Govt. /Local Body Levies as applicable from time to time shall be deducted at source from the payment to the Service Provider/ Bidder as per the respective 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 making payments.

28.2. If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is 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 employees in connection with performance of the Contract, an adjustment as per the terms of this DNIT shall be applicable and Contract Prices shall be made to take into account any such change in such manner as prescribed herein in the DNIT.

**29. ANNULMENT OF CONTRACT:**

29.1. Failure of the successful bidder to comply with the requirement or for violation of any other Clause of the tender document shall constitute sufficient ground for the annulment of the award in part or full and for forfeiture of the Performance Security Guarantee in which event the Directorate of Tribal Welfare may make the award to any other bidder at the discretion of e-TIA or call for new bids.

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 herein 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, it's delay in performance or other failure to perform its obligations under the Contract if it 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 and freight Tariffs.

31.3. If a Force Majeure situation arises, the agency shall promptly notify the e-Tender Inviting Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the 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 contractors/ bidders/ agencies on the e-procurement/ e-tender portal (<https://tripuratenders.gov.in>) is a prerequisite for tendering. For detailed instruction for online registration and submissions of bid through e-procurement module, the bidders are requested to visit the website <https://tripuratenders.gov.in>
- [(i) <https://tripuratenders.gov.in/nicgep/app?page=HelpForContractors&service=page> and  
(ii) <https://tripuratenders.gov.in/nicgep/app?page=BiddersManualKit&service=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 part of technical bid and as a proof of acceptance of all terms condition in the DNIT. Bidders to 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 (**Annexure-II**) 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 bids submission.
- 32.10. Each bidder shall submit only one bid for the work. A bidder who submits more than one bid (may obtaining different user ID) will cause disqualification of all the bids submitted by thebidder.
- 32.11. Resubmission/Re-uploadingofbidisallowedbeforethedateandtimeofclosingofthe bid.
- 32.12. If any of the certificates/documents furnished by the Bidder, found to be false / fabricated/bogus,thebidderwillbeliabletoblacklistedandtheirEMDwillbeforfeited.

### **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 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 of the Agency /Firm.
  - ii. Scanned copy of Insurance certificate of each vehicle, Acknowledgement for apply of commercial certificate of each vehicle (if year of manufacture in 2021) **or** Commercial Registration certificate of each vehicle, Road Permit of each vehicle, Pollution clearance certificate of each vehicle, Road tax clearance certificate of each vehicle, Fitness certificate of each vehicle in a single pdf file.
  - iii. Scanned copy of Copy of last GST return, Professional Tax clearance certificate, PAN card, GST registration certificate, Trade License,Income Tax Return for 2019-20 in a single pdf file.
  - iv. Sanction orders of the Government Departments/Government Organizations and Signed and scanned copy of the turnover declaration certificate as per **Annexure IV** in a single pdf file.
  - v. Signed DNIT as token of acceptance of all the terms & condition of the entire tender

document.

- vi. Scanned copy of the filled Bidder's Information Sheet as per proforma given in Declaration as per **Annexure-I**, Description of Bill of Quantity Template given in **Annexure-II**, Undertaking as per **Annexure-III** and in a single pdf file. [Bidder shall take printout of **Annexure-I, Annexure-II and Annexure-III** 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]

**Note:** If any of the above mentioned documents is not applicable for a particular Bidder than he / she shall prepare a PDF Document containing the remark as '**NOT APPLICABLE**' WITH NAME OF THE BIDDER & ADDRESS and upload the same in the relevant Folder.

**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 omit.
- c. After that they will get an area to quote **item rate (Please refer SL12 of SECTION-III)** and name of the 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**

**Annexure-I**

**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	<b><u>Legal Status of Bidder:</u></b> Proprietary Agency/Ltd. company/ partnership firm/ Government Organization (Central / State / PSUs)	
8	<b><u>Particulars of Registration with Government Body</u></b> Organization/Place of registration:  RegistrationNo. :	
9	<b><u>Contact Person:</u></b> 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:**

**DESCRIPTION OF BILL OF QUANTITY TEMPLATE**

1. The provided BOQ in the Bid is, meant for downloading in the Bidders machine, for entering the relevant fields meant for rates & bidders particulars and finally uploading along with the Bid. The BOQ Excel Sheet is Macro enabled and working with the Sheet requires the Macro to be allowed /enabled to run.
2. 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 BOQs with stated violations will be treated as Tampered BOQs and Bids uploaded with Tampered BOQs will be summarily rejected.

**3. No F.3-22/TW/ACCTS/Vehicle/PV/2021-22**

<b>Bidder's Name :</b>					
<b>PRICE SCHEDULE</b>					
<b>(This BOQ template should not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder's Name and Values only)</b>					
<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>NUMBER #</b>	<b>NUMBER #</b>	<b>NUMBER#</b>
<b>Item No of DNIT</b>	<b>Name of item</b>	<b>Unit</b>	<b>Detention charge <i>per day per vehicle</i> inclusive of all taxes &amp; charges (Rs.)</b>	<b>Per KM running charges <i>per vehicle</i> inclusive of all taxes &amp; charges (Rs.)</b>	<b>Total (Rs.)</b>
<b>a</b>	<b>b</b>	<b>c</b>	<b>d</b>	<b>e</b>	<b>f=(d*23 + e*1840)*2</b>
1	Hiring of Mahindra Scorpio (S-11) including fuel and driver	2			
2	Hiring of Maruti Eeco with AC including fuel and driver	2			
<b>Total (1+2)</b>					

(Signature of the bidder)

Date:

Name:

Place:

Seal:

**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 “Hiring of 2 (two) nos. Mahindra Scorpio (S- 11) & 2 (two) nos. Maruti Eeco with AC” including fuel and driver for use by the Directorate of Tribal Welfare, Government of Tripura.”.**

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.

4. 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) years.

**(Signature of the bidder)**

**Date:**

**Name:**

**Place:**

**Seal:**

**TURNOVER CERTIFICATE**

In reference to NleTNo. \_\_\_\_\_ dated \_\_\_\_\_ of the Directorate of Tribal Welfare, Government of Tripura, I/We hereby confirm and certify that during the financial 2019-20 (i.e. for the year ended 31<sup>st</sup> March, 2020), 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-

Turnover/Gross receipts from hiring of Vehicles the FY: 2019-20 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: \_\_\_\_\_

**PERFORMANCE SECURITY BOND FORM**

**(MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY)**

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

**WHEREAS**

.....  
(name and address of the agency) (hereinafter called “the agency”) has undertaken, in pursuance of contract no.....dated..... to provide services 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 sum specified the reins 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 sum within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Wherebywaivethenecessityofyourdemandingthesaiddebtfromtheagencybefore presenting us with the demand.

Wefurtheragreethatnochangeoradditiontoorothermodificationoftheterms 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 anyway 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 the .....day of.....2021

**Name of Bank:**

**Branch :**

**Address :**

**PhoneNo.:**

**(Signature of the authorized officer of the Bank)**

**Name, Designation & Code No:**

**Date:**

**Seal**

