

REQUEST FOR PROPOSAL (RFP)

FOR

SELECTION OFAGENCY FOR SUPPLY OF FREEZE DRYER/ DEHYDRATION SETUP/MACHINARIES FOR TRIPURA RURAL LIVELIHOOD MISSION (TRLM)

QUALITY AND COST BASED SELECTION (QCBS)

F2(39)-RD/TRLM/LH-Infra-NF/2020/P-I. **1** 3860 Dated-01.07.2022

INVITED BY -TRLM, RD DEPARTMENT GOVERNMENT OF TRIPURA

Office of the SMMU, TRLM, Bholanada Palli, Near Bholagiri Asram, Opposite of EPF Office Agartala– 799006

THIS RFP DOCUMENT IS NOT TRANSFERABLE

Bidders are advised to study the RFP document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the RFPdocument with full understanding of its implications. The response to this RFP should be full and complete in all respects.

Incomplete or partial Bids shall be rejected. The Bidder must quote for all the items asked for in this RFP.

The Bidder shall bear all costs associated with the preparation and submission of the Bid, including cost of presentation and demonstration for the purposes of clarification of the Bid, if so desired by the TRLM, RD Department, Government of Tripura. The TRLM, RD Department, Government of Tripura will in no case is responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of TRLM, Rural Development Department or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP document. The project titled as "*Request For Proposal (RFP)* for selection of agency for supply of freeze dryer / dehydration setup/machineries for Tripura Rural Livelihood Mission (TRLM), rural development department"

Interested Bidders from the empanelled list of TRLM, R.D Department Govt. of Tripura, as per EOI are required to submit their bid with relevant documents as mentioned in the tender document. This RFP document is not an offer by the TRLM but an invitation to receive the detailed technical and financial bid from the qualified agency after EoI. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized officer of TRLM with the selected agency. This RFP document is not appropriate for all except for the qualified agency from the EoI. The clauses mentioned in the RFP is correct in the best of the knowledge of the TRLM and the interested agency has to adhere to it strictly. However, for any further clarification the intending agencies may seek clarification within the stipulated time as mentioned for the same.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid/ Proposal. No reimbursement of cost of any type will be paid to persons, or entities, submitting a bid/Proposal. The TRLM, RD Department reserves the right to reject all or any of the Proposals submitted in response to this RFP at any stage without assigning any reasons whatsoever and the issue of this RFP does not imply that the TRLM, RD Department is bound to select a Bidder. The TRLM, RD Department reserves the right not to proceed with this RFP or to change the process or procedure to be applied. The TRLM, RD Department is in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP or cancel as per its requirements.

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PART – 1

REQUEST FOR PROPOSAL (RFP)

Important dates in connection with this bid:

Bid Reference	
Publication details	The tender form can be seen and downloadedfromthewebsitehttp://www.tripuratenders.gov.in.
Estimated Tender Value	Approximately Rs. 80,00,000/- (Eighty Lakh only)
Tender fees	NIL. Tender document can be downloaded free of cost from <u>www.tripuratenders.gov.in</u> .
Bid Security (EMD)	INR 2,00,000.00 (Online)
EMD Exemption	Only Tripura based MSME agencies will get the exemption on EMD submission
Date of Publication of Tender	01/07/2022
Last Date of Receiving Queries by mail at pm.nf.trlm@gmail.com	06/07/2022 upto 3.00 PM
Pre-Bid meeting if any	08/07/2022 at 4.00 PM at SMMU, TRLM
Date of publication of corrigendum if any	12/07/2022
Bid Submission start date	13/07/2022
Last Date and Time for Submission of e-Bids	22/07/2022 upto 3.00PM
Date & Time of Opening of Pre- Qualification and Technical Bids	25/07/2022
Contact email	ceotrlm@gmail.com
Contact Tele / Fax	0381-2976146 (Between 10.00 Hours to 17.50 Hours)

REQUEST FOR PROPOSAL (RFP) Letter

NAME OF ASSIGNMENT: "Request For Proposal (RFP) for selection of agency for supply of freeze dryer / dehydration setup/machineries for Tripura Rural Livelihood Mission (TRLM), Rural Development Department".

Reference No:	No.F.2 (39)-RD/TRLM/LH Infra NF/2020/P-	
	I/2638 dated 09/06/2022	
File No:	No.F.2 (39)-RD/TRLM/LH Infra NF/2020/P-	
Client:	Tripura Rural Livelihood Mission (TRLM)	
State:	Tripura	
Country:	India	
Issued on	01/07/2022	

Dear Sir/ Madam:

- Tripura Rural Livelihood Mission (TRLM) Society was formed as an autonomous society in the year 2012 within the Rural Development Department, Government of Tripura (Reg. No. 6230 of 2011). The society has been created to serve as a special purpose for implementation of flagship poverty reduction programme of GoI in the State. The Structure of the TRLM has been designed to implement Deendayal AntyodayaYojana-National Rural Livelihood Mission (DAY-NRLM) and Deen Dayal Upadhayaya–GrameenKaushalyaYojana (DDU-GKY) in the State. TRLM expanded the implementation of DAY-NRLM to all 8 districts and 58 blocks during 2019-20. A dedicated State, District and Block level Mission Management Units are being setup as permanent structure in TRLM to implement the poverty alleviation programme in the State. Presently NRLM is covering 8 districts and 58 blocks through the intensive approach. Presently, the mission has reached to more than Rs. 3 lakh families and they have been mobilized into around 33000 SHGs and 1550 Village Organizations of SHGs and 41 Cluster Level Federation (CLF) of SHGs.
- 2. The Client now invites proposals to provide the following consulting services (hereinafter called "Request For Proposal (RFP)for selection of agency for supply of freeze dryer / dehydration setup/machineries for Tripura Rural Livelihood Mission (TRLM), Rural Development Department"
- **3.** A firm will be selected under Quality and Cost Based Selection (QCBS) Method procedures and in a Simplified Technical Proposal (STP) format, which can be found in the annexure.

- 4. Tripura State Rural Livelihoods Mission (TRLM)is now inviting proposal from consulting Firms/ agency for supply of freeze dryer / dehydration setup/machineries for Tripura Rural Livelihood Mission (TRLM), Rural Development Department, to support the state of Tripura.
- 5. The RFP includes the following documents:

Section 1 – Request for Proposals Letter. Section 2 - Instructions to Agencies and Data Sheet Section 3 - Technical Proposal (STP) - Standard Forms Section 4 - Financial Proposal - Standard Forms Section 5– Fraud and Corruption Section 6 - Terms of Reference

6. An open e-Tenders are invited by Tripura Rural Livelihood Mission (TRLM), a society under the Rural Development Department, Govt. of Tripura, from the bidders under Two Bid System i.e. Technical Bid and Financial Bid for Hiring an Agency for supply of freeze dryer / dehydration setup/machineries for Tripura Rural Livelihood Mission (TRLM), Rural Development Department".

Yours sincerely,

30/4/2

(**Dr. Vishal Kumar, IAS**) Chief Executive Officer, TRLM

General Instruction

1. Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, oris under common control with the Agency.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) "Client" means the implementing agency that signs the Contract for the Services with the selected Agency.
- (d) "Agency" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (e) "Contract" means a legally binding written agreement signed between the Client and the Agency and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices). "Data Sheet" means an integral part of the Instructions to Agency that used to reflect specific assignment.
- (f) "Day" means a calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the State Government.
- (g) "Experts" means, collectively, Key Experts, Non- Key Experts, or any other personnel of the Agency, Sub-Agency or Joint Venture member(s).
- (h) "Government" means the government of the Client's country.
- (i) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (j) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Agency where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (k) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Agency's proposal.
- (I) "Non-Key Expert(s)" means an individual professional provided by the Agency or its Sub-Agency and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (m) "Proposal" means the Technical Proposal and the Financial Proposal of the Agency.

- (n) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the RFP.
- (0) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (p) "Terms of Reference (TORs)" means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- (q) The Client named in the Data Sheet intends toselect a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.
- (r)The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- (s) The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre- proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants'expense.
- (t) The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

2. Conflict of Interest

- (a) The Consultant is required to provide professional, **Interest objective**, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- (b) The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
- (c) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non- consulting services resulting from or directly related to the consulting services for such preparation or implementation.
- (d) <u>Conflict among consulting assignments:</u> a Consultant (includes Experts and Sub- consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
- (e) <u>Relationship with the Client's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Government's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this

relationship has been resolved in a manner acceptable to the Government throughout the selection process and the execution of the Contract.

(f) Fairness and transparency in the selection processrequire that the Consultants or their Affiliates competing for a specific assignment do not derive competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

3. Fraud and Corruptions:

The compliances of TRLM/ NRLM and Anti-Corruption Guidelines of the Government and its prevailing sanctions policies and procedures as set forth in the government Sanctions Framework. In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not). subcontractors. sub consultants. service providers, suppliers, and their personnel, to permit the TRLM/ State Government to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by theTRLM.

4. Preparation of Proposals:

- a. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- b. **Cost of Preparation of Proposal:** The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- c. Language: The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **DataSheet**.
- d. Documents comprising the proposal: The Proposal shall comprise the documents and Comprising the forms listed in the Data Sheet Proposal. If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery). The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submissionform.
- e. During this period, the Consultant shall maintain its original Proposal without any change, including the availabilityoftheKeyExperts,theproposedrates and the totalprice.
- **f.** If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected by TRLM.
- g. The Consultant shall not subcontract the whole of the Services.

5. Clarification and amendment of the RFP: The Consultant may request a clarification of any part of the RFP during the period indicated in the before the Proposals' submission deadline.

6. Technical Proposal format and content:

The Technical Proposal shall be prepared using the Standard Forms provided with the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non- responsive.

Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

7. Financial Proposal:

The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non- Key Experts, (b) reimbursable expenses indicated in the Data Sheet.

- 8. Currency: Consultant may express the price for its Services in the INR.
- **9.** Taxes: The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Client's country is provided in the Data Sheet.

10. Opening of the Proposal:

The evaluation committee of TRLM shall conduct the opening of the TechnicalProposals in the presence of the shortlisted Consultants'authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securelystored in TRLM until they are opened before the relevant committee.

At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

11. Proposal Evaluation :The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Government issues its "no objection", if applicable.

The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

- **12. Evaluation of Technical Proposal:** The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score.
- **13. Evaluation of Financial Proposal:** Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate

the Contract.

If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

14. Earnest Money Deposit (EMD)

The Bidder shall pay EMD for an amount of **Rs.2,00,000/-** (**Rs. Two lakh only**) at time of uploading the bids in e-tender portal. The bidder has to pay EMD amount through e-tender portal by using available online net banking facility in the e-tender portal. Without paying EMD amount, bid cannot be uploaded in the e-tender portal.

The Bid Security of unsuccessful Bidders, except the second ranked Bidder will be returned automatically to the bank account from where the EMD amount was paid at the time of submission of bids through e-tender portal. However, the Bid Security of first and second ranked Bidder shall be returned after acceptance of work order of TRLM by the Successful Bidder.

15. Forfeiture of EMD by TRLM

Selected Bidder fails to accept Letter of Intent within the time provided for the same and pay the specified amount payable at the LoI Stage.

Preferred /Successful Bidder fails to pay the Performance Bank Guarantee within the time specified for it.

16. Validity of Proposal

Proposals shall remain valid for a period not less than 120 days from the Proposal Due Date. TRLM reserve the right to reject any Proposal, which does not meet this requirement.

17. Performance Bank Guarantee: After signing the agreement to the successful bidder, the bidder has to submit 3% bank Guarantee of the project cost. No advance payment shall be made by the TRLM to the bidder. Based on achievement of the quarterly/ half yearly performance/ KPIs, the proportionate amount shall be released as per the agreement. The entire payment shall be divided into equal instalments based on quarterly/ half yearly basis. 10% of the total project cost shall be provided to the TSA after 36 months on achieving all deliverable of the project. If any deliverables are not achieved within 36 months, then no cost project extension can be done based on the mutual agreement.

2. Key Instructions to the Bidders:

2.1 Instruction to the bidders for pursuing the e-tender.

2.1.1 Eligible bidders shall participate in tender online through the government e-procurement portal only at <u>http://tripuratenders.gov.in</u>. There is no need to submit any hard copy of any document to TRLM office. Tender shall be a two-stage bidding system:

Technical bid:-

The Technical bid should contain Detail Project Report (DPR) which include

i) Concept & Approach of the proposed strategy for implementing the tasks to deliver the expected output(s).

- i) Concept & Approach of the proposed strategy for implementing the tasks to deliver the expected output(s).
- Detail Work Plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones, and tentative delivery dates of the reports.
- iii) The proposed work plan should be consistent with the Concept & Approach of the proposed strategy, showing your understanding of the TOR and ability to translate them into a feasible working plan.
- iv) A list of the final documents (including reports) to be delivered as final output(s) should beincluded.

Financial bid:-

2.1.2 Bidders willing to take part in the process of e-tendering are required to obtain a valid Class 2/Class 3 Digital Signature certificate (DSC), from any of the certifying authorities, enlisted by Controller of Certifying Authorities (CCA) at http://cca.gov.in.

2.1.3 Bidding will be conducted through the domestic competitive bidding procedures as per the provisions of Bid Document and the work order shall be executed as per the provisions of the terms of work order.

2.1.4 Bid Security (EMD) shall be paid online through e-tender portal. Payment can be made by using the available online net banking facility in the e-tender portal.

2.1.5 The Bidding Documents are meant for the exclusive purpose of bidding against this tender document and shall not be transferred to any other party or reproduced or used otherwise for any purpose other than for which they are specifically issued.

2.1.6 Downloaded RFP, Bid Document are to be uploaded back and digitally signed as a part of technical bid, and as a proof of acceptance of all terms and conditions in RFP and Bid Document.

2.2 Submission of Technical proposal

Covering Letter

The signed copy of the RFP.

Technical bid documents as per clause no 3.1

Other Mandatory documents as per the clause no 3.2

The letter of Interest

Detailed work Plan

If the bidder submits incomplete technical proposal the bid will be summarily rejected.

Tenders are to be submitted in two COVERs at a time for the work, one for Technical Proposal and the other for Financial Proposal. The Bidder shall carefully go through the requirements and prepare the required documents to be uploaded. The bidder shall scan all the documents before uploading and all scanned documents shall be of 100 dpi resolution in Portable Document Format (PDF). The scanned documents shall be uploaded in the designated locations of Technical Bid and Financial Bid, as prompted by the e-Procurement website.

The Bidder should ensure that the documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Bidders shall specially take note of all the addendum/corrigendum if any related to the tender and upload the latest updates as part of the tender.

The Technical Bid should contain scanned copies and/or declarations in the following standardized formats.

My Document

All the required and appropriate documents /certificates related to minimum eligibility criteria and Technical Scoring sheet are to be uploaded with digital signature in the 'My Document' COVER option available after login in the e-procurement portal <u>http://tripuratenders.gov.in</u>. Bidders are requested to scan the necessary documents in 100 dpi resolution into PDF. 'My Document' shall be populated prior to real time biding so that the uploaded documents/certificates stored in 'My Document' could be appropriately clubbed / Checked for incorporation in the Bid during real time bidding.

2.3 Submission of Financial Bids

2.3.1 Financial Bid

The Bidder needs to fill up their name and rates for all the items and in the designated Cells of the downloaded BOQ for the related work, and upload the same in the designated location of Financial Bid.

Documents to be submitted in the Financial Bid are:

i) BoQ in .xls format-

Bill of Quantity (BoQ) i.e. Price schedule, which is the Rate quoting sheet in MS-Excel shall be downloaded, filled up properly and uploaded in the financial bid after digital signing. The Bidder shall always open the BoQ sheet with Macros Enabled. The Bidder shall quote rates in figures only, for all items in the Bill of Quantity (BoQ).

2.4 Addendum/amendments/corrigendum/ Cancellation of the RFP Process

Before the last date for uploading of Tenders, the authority may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum/corrigendum.Any addendum/amendments/corrigendum issued by the authority shall be part of the tender Document and it shall be published in the e-procurement portal at http://www.tripuratenders.gov.in. Registered Bidders shall be notified of the related Corrigendum(s) by e-mail.

However, TRLM shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Bidders are requested to visit the site frequently in order to keep themselves updated for taking further course of action from their end.

The RFP process may be cancelled at any point of time in whole / part without assigning any reason.

2.5 Important Instruction to the Bidder

- 2.5.1 Bidder shall take separate printout of all ANNEXURES and shall fill the necessary information & put signature with stamp/seal, and then scan them into PDF (in 100 dpi resolutions). Finally, those documents should be uploaded (with digital signing) in Bidder's COVER "My Document". If any of the certificates/documents furnished by the Bidder, found to be false / fabricated / bogus, the bidder will be liable blacklisting and their E.M.D. will be forfeited.
- 2.5.2 The concerned agency who stands blacklisted/banned /debarred either by Tender inviting authority or Govt. of Tripura or by any other State/ Central Govt and its procurement agencies on the date of bid submission shall not be eligible to participate in the tender.

- 2.5.3 Bid Opening: The Bid will be opened online by the designated Bid Openers at the office of TRLM, Agartala, Tripura at the Time, Date and Venue as specified in the Bid Documents.
- 2.5.4 Bid will be evaluated against the specified parameters/criteria set out in this document. The result of bids evaluation can be seen in the e-Procurement application https://tripuratenders,gov.in by all the bidders who participated in the bid.
- 2.5.5 Tendering Authority reserves the right to cancel/withdraw this tender without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
- 2.5.6 Firms will be selected under Quality and Cost Based Selection (QCBS) procedures. In case, score is same for two or more agencies then the agency shall be selected based on the highest score obtained by the bidder under technical evaluation.
- 2.5.7 In case of any query or clarification is required that shall be informed in writing to the undersigned through a letter via email by the stipulated date fixed for seeking clarification.
 <u>smm.lhf.trlm@gmail.com</u>
 cootrlm2022@gmail.com

<u>coou im2022/u/ginam.com</u>

3 Earnest Money Deposit (EMD)

The Bidder shall pay EMD for an amount of **Rs. 2,00,000/- (Rs. Two lakh only**) at time of uploading the bids in e-tender portal. The bidder has to pay EMD amount through e-tender portal by using available online net banking facility in the e-tender portal. Without paying EMD amount, bid cannot be uploaded in the e-tender portal.

The Bid Security of unsuccessful Bidders, except the second ranked Bidder will be returned automatically to the bank account from where the EMD amount was paid at the time of submission of bids through e-tender portal. However, the Bid Security of first and second ranked Bidder shall be returned after acceptance of work order of TRLM by the Successful Bidder.

4 Forfeiture of EMD by TRLM

Selected Bidder fails to accept Letter of Intent within the time provided for the same and pay the specified amount payable at the LoI Stage.

Preferred /Successful Bidder fails to pay the Performance Bank Guarantee within the time specified for it.

5 Validity of Proposal

Proposals shall remain valid for a period not less than 120 days from the Proposal Due Date. TRLM reserve the right to reject any Proposal, which does not meet this requirement.

6 Performance Bank Guarantee: After signing the agreement to the successful bidder, the bidder has to submit 3% bank Guarantee of the project cost. No advance payment shall be made by the TRLM to the bidder. Based on achievement of the quarterly/ half yearly performance/ KPIs, the proportionate amount shall be released as per the agreement. The entire payment shall be divided into equal instalments based on quarterly/ half yearly basis. 10% of the total project cost shall be provided to the TSA after 36 months on achieving all deliverable of the project. If any deliverables are not achieved within 36 months, then no cost project extension can be done based on the mutual agreement.

7. AMC for 3 years

Bidders has to ensure AMC for 3 years with below listed assurance:

- AMC on spare parts.
- Service duration.
- Annual Technical Inspection.
- Multi Commodity Compatibility to be ensured.

8. Trial run

Successful bidder has to ensure the trial run at least for 15 days from the date of commissioning. Technical manpower to be deployed for the proposed trail run at the location.

Section – 2 Instruction to the Consultants Data Sheet

ITC Reference	A. General
	Name of the Client:
	Tripura Rural Livelihood Mission
1.1	Method of selection:
	Quality and Cost Based Selection as per the Procurement Regulations
	Financial Proposal to be submitted together with Technical Proposal:
	Yes.
	The name of the assignment is:
2.1	"Request For Proposal (RFP) for selection of agency for supply of freeze dryer / dehydration setup machineries as well as 3 years onsite Annual maintenance contract for Tripura Rural Livelihood Mission (TRLM), rural development department".
	A pre-proposal conference will be held:Yes
2.2	Date of pre-proposal conference: 08/07/2022 at 4.00 PM
	Via Video Conferencing – Details of the VC will be shared with eligiblebidders by email.
	Telephone: E-mail: <u>pm.procure.trlm@gmail.com</u> , <u>Pm.nf.trlm@gmail.com</u> , Cootrlm2022@gmail.com
	Contact person/conference coordinator: 0381 - 2976146
	(Dr. Vishal Kumar)
	CEO, TRLM
	* This number may only be used for information related to the pre-bid conference. Any calls made in relation to any other aspect of this tender will not be entertained. All queries should be raised only through the email above.

	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:		
2.3	Please refer to the TORs.		
	Refer website: <u>www.aajeevika.gov.in;</u> <u>www.nrlm.gov.in</u> , trlm.tripura.gov.in		
	B. Preparation of Proposals		
3.1	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.		
3.2	The Proposal shall comprise the following: SIMPLIFIED TECHNICAL PROPOSAL (STP):		
	1 st File Technical Proposal:		
	(1) Power of Attorney to sign theProposal(2) TECH-1		
	(3) TECH-2 (4) TECH-3		
	2 nd File Financial Proposal –		
	(1) FIN-1		
	(2) FIN-2 (3) FIN-3		
	(5) Statement of Undertaking		
3.3	Statement of Undertaking is required Yes.		

3.4 Participation of Sub-consultants, Key Experts and Non-Key Experts more than one Proposal is permissible No. 3.5 Proposals must remain valid for 90 days after the proposal submission deadline.	
5.0	Clarifications should be raised through the following table clearly indicating the query, RFP reference (para/section and page no) – queries raised in any other format will not be considered:

4.1 for time- based contracts only	The Agency's Proposal must include <u>technical manpower details with their</u> <u>skill set</u> time. For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input the proposal will be disqualified.
	The format of the Technical Proposal to be submitted is:
5.1	STP. Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
6.1	A price adjustment provision applies to remuneration rates: No.
6.2	Information on the Consultant's tax obligations in the Client's country can be found at [http://www.incometaxindia.gov.in]
6.3	The Financial Proposal shall be stated in Indian Rupees (INR)
C. Submission	n, Opening and Evaluation

	The Agencies shall have to submit their Proposals electronically
7.1	through <u>tripuratenders.gov.in</u>

	The Agency must submit only through <i>tripuratenders.gov.in</i> :
	(a) Technical Proposal
	Important:
7.2	• No financial information should be provided in the technical proposals, if found, the bidder would be disqualified from the tendering process.
	• Please submit the proposals in the provided templates, do not include a copy of the RFP in your proposals.
7.3	(b) Financial Proposal: To be saved with a Password which should NOT be shared until the financial proposal opening date.
	Instructions to share this password will be shared with the eligible bidders before financial bid opening date and time.
	The Proposals must be submitted no later than:
	Date: 22/07/2022 upto Time: 3.00PM
	<i>Please try and send your proposals by email well in advance of the due date and time keeping in mind network/ connectivity issues.</i>
	Please ensure that the total file size of the proposals do not exceed 50 MB
7.4	An online option of the opening of the Technical Proposals is offered: Yes – via VC.
с. т _р	The opening shall take place at: Same as the Proposal submission date and time – via Video Conferencing.

3.0 EVALUATION OFPROPOSAL

The evaluation would consist of following phases:

- 1. Phase I: Evaluation of Technical Bids.
- 2. Phase II: Evaluation of Financial Bids.
- 3. Phase III: Combined Evaluation of Technical and Financial Bids.

3.1 Evaluation Criteria of Technical bid.

SI.	Criteria/ Sub criteria	Description	Point System	Max Criteria/ Sub Criteria
1	Past experience of the organization (track record)	All completed or ongoing project on Freeze dryer or Dehydration (With each having a minimum value of 25 lakh) for at least 5 years to be looked into	Min 5 year experience- 5 Min 3 years experience- 3 Less than 3 years experience-0	5
2	Performance of ongoing project on Freeze dryer or Dehydration	Bidder have to have atleast 3 running project on Freeze dryer or Dehydration	Having 3 running units- 10 Having 2 running units-5 Having 1 running unit-3 No running unit-0	10
3	Manufacturing capabilities			
3.1	Certified machineries	Quality accreditations, licensing- ISO, BSI, ISI/ Appropriate certification	Having all required certifcation- 10 Else- 0	10
3.2	OEM (Original Equipment Manufacturer)		Having OEM-10 Else-0	10
3.3	Service centre/ Contact point at Tripura		Delhi/ Eastern/ NE zone based service centre/contact point-5 Other city based service centre/contact point-0	5
3.4	Technical manpower/ Core team	Having skill set based technical team for handholding/ After sale support in Freeze drying or Dehydration projects	Having technical core team of 10 or more- 10 Having technical core team of 5or more- 5 Having technical core team less than 5- 0	10
4	After sale service time	Bidder to ensure the minimum time to address the service call	Service call address within 48 hrs- 5 Service call address within 72 hrs- 3 Else- 0	5

5	Financial strength of the bidder	Financial performance for at least three FY years to be looked into (Balance Sheet, Audit report)	Having turnover of last three years is more than 4 cr15 Having turnover of last three years is more than 2 cr10 Having turnover of last three years is more than 1 cr 5 Below 1 cr 0	15
6	MachineriesDetails (LowTemperatureDehydrator set upfor 500 KG input capacity perday with a production run hourof 8 to 10 hours per day)- Cutting tools-Automatic/Semi-AutomaticPeeler- Transfer conveyor- Washer- Transfer conveyor-Washer- Slice- Slice- Slice blanching tank withcrates- Slice dryer with heat/temperature control panelDried slice packagingmachine- air sealed packaging.** Detailed presentation to bedone by the agency for thespecification of the machine orelse it will not be considered.	Specific requirement: TRLM would like to procure Low Temperature Dehydrator set up for 500 KG input capacity per day with a production run hour of 8 to 10 hours per day. Unit owned by: Rural SHG women. Availability shed: Available Electric connection: 3 phase connection Water connection: Available Alternative power source: Available- Generator (15 KV) Proximity of raw material source and production unit: 5- 7 KM	-Detailing about machineries (total no of machines in the assembly line), superior technology - 10 -Plant layout and labour involvement - 2 -Detailing about certified materials (SS-304/SS-316) - 3 - Power consumption and back up -3 - Availability of spare parts & Replacement - 4 - Commissioning & trial run time line -2 - No of handholding support at post installation -1 - Terms of maintenance after installation - 2 - Assured AMC for 3 years - 3	30
	Total			100

Eligibility Criteria: Minimum qualifying marks is 70 (Seventy) for opening of Financial Bid.

3.2 Other mandatory requirement:

Sr. No.	Shortlisting Criteria	Supporting Documents
1	The Agency must be incorporated & registered in India, under the Indian Companies Act /Societies Registration Act/Trust Act/any other Act in India and should be in operations in India for minimum of 5	certificate/Trust Deed/ Firm registration Certificate along with PAN, Audit report of last 3
2.	years Scored 70% or above based on the aforesaid criteria shall be eligible to participate in subsequent stage i.e RFP for detailed technical & financial bid.	

3.3 Analysis of technical bid

- i) The technical bid will be analyzed and evaluated and the technical bid marks shall be assigned to each bidder on the basis of above mentioned evaluation matrix
- ii) Each criterion will have specific score and only those Technical Bids receiving marks greater than or equal to cut-off marks i.e., 70% will be eligible for consideration in financial bids. If required, the Authority may seek specific clarifications from any or all Bidder(s) at this stage. The Authority shall determine the Bidder that qualify for the next phase after reviewing the clarifications provided by the Bidder(s). The bidder may be asked to make a presentation before the Purchase Committee to explain the points on the basis of which Technical bids will be evaluated.
- iii) Technical Bid Score: The Technical Bid Score 'St' of the Bidder shall be derived as under

St= (Stm/SH)*100, where

St is the Technical Bid Score

Stm = Score obtained by the concerned bidder

- **SH** = Highest total technical bid marks amongst all evaluated bids.
- iv) The Authority reserves the right to modify the evaluation process at any time during the RFP process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change. At any time during the process of evaluation the Authority may seek specific clarifications from any or all Bidder(s).

3.4 Phase II: Evaluation of Financial Bids

Inthisphase,theFinancialBidsoftheBidder,whoaretechnicallyqualified inPhase I,shallbe considered. Formula to determine the scores for the Financial Bids shall be asfollows

Sf = (FL / F) * 100, Where

Sf is the Financial Score

FL is the value of lowest Commercial Bid

F is the price quoted in the bid under consideration,

3.5 Phase III: Combined Evaluation of Technical & FinancialBid

The Totaliscore of the Bidder will be determined as under

Total Score (Ts)=(0.70 x St) + (0.30 x Sf)

The Bid of the Bidder, who obtains the highest Ts value, will be rated as the best Bid. In the event of a tie, the bid with the highest technical score (St) will be rated as the best bid. Beyond that, Authority will decide the matter in its full discretion.

The three proposals in the combined technical and financial evaluation were ranked as

H - 1

H - 2

H - 3

In case the bidder obtained highest score shall be recommended for award of contract is not ready to accept the offer/found inappropriate, the proposal shall be made to subsequent bidders.

Section-4.

Technical Proposal – Standard Forms

CHECKLIST OF REQUIRED FORMS

		Page Limit	
FORM	DESCRIPTION	(max 50 mb)	
TECH-1	Technical Proposal Submission Form.		
Power of Attorney	No pre-set format/form.	8	
TECH-2	Consultant's Organization and Experience	150	
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	20	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To **The CEO, TRLM** Office of the CEO, TRLM State Mission Management Unit (SMMU) Bholananda Pally Kunjaban, Agartala Pin- 700010

Dear Sir,

We, the undersigned, offer to provide the supply of freeze dryer / dehydration setup/machineries for Tripura Rural Livelihood Mission (TRLM), Rural Development Department, to support the state of Tripura"in accordance with your Request for Proposals (RFP) dated 1st July, 2022 and our Proposal. We hereby are submitting our Proposal, which includes the <u>Technical and Financial</u> <u>Proposals</u> sealed separately and in an outer sealed envelope.

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any mis-interpretation or mis-representation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Government.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC
- (c) We have no conflict of interest in accordance with ITC mentioned in the data sheet.
- (d) We meet the eligibility requirements as stated in ITC, and we confirm our understanding of our obligation to abide by the policy in regard to Fraud and Corruption as per the Government norms.
- (e) We,alongwithanyofoursub-consultants,subcontractors,suppliers,orservice providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the State Government in accordance with the Agreement for Mutual Enforcement of Debarment Decisions. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the Government of India;

- (f) Except as stated in the Data Sheet, ITC, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in may lead to the termination of Contractnegotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative} Title: {insert title/position of authorized representative} Name of Consultant (company's name or JV'sname):

Capacity: {insert the person's capacity to sign for theConsultant}

Address: {insert the authorized representative'saddress}

Phone/fax:{inserttheauthorizedrepresentative'sphoneandfaxnumber,ifapplicable} Email: {insert the authorized representative's emailaddress}_____

FORM TECH - 2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Please use the following table to share your responses. Ensure that your submission is supported by relevant 'evidence' as required. Mark all the pages of your proposal with page numbers and insert relevant page numbers in the table as required.

Eligibility Criteria:

As per the technical evaluation criteria of data sheet.

Joint venture (JV)/Consortium is not allowed during bidding process.

Form Tech-3

(IN BRIDDER'S LETTER HEAD)

(TECHNICAL BID)

REQUEST FOR PROPOSAL (RFP) for hiring of agency for supply of freeze dryer / dehydration setup/machineries for Tripura Rural Livelihood Mission (TRLM), Rural Development Department, to support the state of Tripura.

Technical Bid Eligibility Criteria

SI.	Criteria/ Sub criteria	Description
1	Past experience of the organization (track record)	All completed or ongoing project on Freeze dryer or Dehydration (With each having a minimum value of 25 lakh) for at least 5 years to be looked into
2	Performance of ongoing project on Freeze dryer or Dehydration	Bidder have to have atleast 3 running project on Freeze dryer or Dehydration
3	Manufacturing capabilities	3
3.1	Certified machineries	Quality accreditations, licensing- ISO, BSI, ISI/ Appropriate certification
3.2	OEM (Original Equipment Manufacturer)	Having own equipment manufacturing line/layout/ facilities.
3.3	Service centre/ Contact point at Tripura	For quick and easy accessibility for spare parts, servicing, break down, annual maintenance etc.
3.4	Technical manpower/ Core team	Having skill set based technical team for handholding/ After sale support in Freeze drying or Dehydration projects
4	After sale service time	Bidder to ensure the minimum time to address the service call
5	Financial strength of the bidder	Financial performance for at least three FY years to be looked into (Balance Sheet, Audit report)

We understand that if the details given in Request for Proposal (RFP) submitted by us and the support of claims made above are found to be untrue/ untenable or unverifiable or both, our application may be rejected without any reference to us.

Authorized Signatory Name and seal of the organization

Form Tech – 4

Insert details of the Key Personnel and Non-Key personnel here and attach CVs of ONLY the Key Personnel to be deployed for this assignment.

S.No	Position	Educational Qualifications	Experience required
	*		
			×

CV of the Key professionals, i.e. team leader, value chain expert, subject matter specialists to be submitted with the proposal.

Section-5. Financial Proposal – Standard Forms FORMFIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address ofClient]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment]inaccordancewithyourRequestforProposaldated[Insert Date]andour TechnicalProposal.

OurattachedFinancial Proposalisfortheamountof{Indicatethecorresponding to the amount(s)currency (ies)} {Insert amount(s) in words and figures}, [Insert "including" or "excluding"] of all indirect local taxes in accordance with government regulation. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in FormFIN-2}.

OurFinancialProposalshallbevalidandremainbindinguponus, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

ame and Address	Amount and	Purpose of Commission
of Agents	Currency	or Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

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

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax:{insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's emailaddress}

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

REQUEST FOR PROPOSAL (RFP) for hiring of agency for supply of freeze dryer / dehydration setup/machineries for Tripura Rural Livelihood Mission (TRLM), Rural Development Department, to support the state of Tripura."

SI No	Description	Value in INR (in lack)	
1	Professional Fees, cost of machineries, transport, installation, trial run		
2	Taxes		
3	Sub Total -A		
4	Miscellaneous Expenses (AMC/ market support etc.)	,	
	a. Miscellaneous Expenses 1		
	b. Miscellaneous Expenses 2	×	
	c. Miscellaneous Expenses 3		
5	Taxes on Miscellaneous Expenses		
6	Sub Total -B		
7	Grand Total (Sub Total A + Sub Total B)		

(The Bidders can add more rows, if required)

Authorized Signature	:
Name and Designation of the Signatory	:
Address	:
Date	:
Seal of the organization	:

FORM FIN-3 SUMMARY OF COSTS

Cost of the Financial Proposal	INR (for 36 month contract)
Including:	
(1) Remuneration (Total of Fin 3)	
(2) Any other (please state if any)	
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}	
Taxes (as per prevailing rates)	
Grand Total for 36 months inclusive of Taxes	

Section- 6. Fraud and Corruption

1. Purpose

1.1 The Anti-Corruption Guidelines and this annex apply with respect to procurement under Government Investment Project Financingoperations.

2. Requirements

2.1 The Government requires that Borrowers (including beneficiaries of Government financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub- contractors, sub-consultants, service providers or suppliers; any agents (whether declaredornot);andanyoftheirpersonnel,observethehigheststandardofethics duringtheprocurementprocess,selectionandcontractexecutionofGovernment-financed contracts, and refrain from Fraud andCorruption.

2.2 To this end, theGovernment:

- a. Defines, for the purposes of this provision, the terms set forth below asfollows:
 - i "corruptpractice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly theactions of another party;
 - ii. "fraudulentpractice" is any actor omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "Collusivepractice" is an arrangement between two ormore parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of aparty;
 - v. "obstructive practice"is: deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matt matters relevant to the investigation or from pursuing the investigation; or, acts intended to materially impede the exercise of the Government's inspectionandauditrights provided forunderparagraph2.2e.below.
- b. Rejects a proposal for award if the Government determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub- consultants, subcontractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in

competing for the contract inquestion;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Government determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question. without the Borrower having taken timely and appropriate action satisfactory to the Government to address such practiceswhen they occur, including by failing to inform the Government in a timely manner at the time they knew of the practices;
- d. Pursuant to the Government's Anti- Corruption Guidelines and in accordance with the Government's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaringsuchfirmorindividualineligible(i)tobeawardedorotherwisebenefit from a Government-financed contract, financially or in any other manner;(ii) to be a nominatedsub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Government-financed contract; and (iii) to receive the proceeds of any loan made by the Government or otherwise to participate further in the preparation or implementation of any Government-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Government loan, requiring (i) bidders (applicants/proposers),, consultants, contractors, and suppliers, and their sub- contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Government to inspect all accounts, records and other documents.

Section-7 Terms of Reference

Terms of References for supply of 1 (one) unit freeze dryer/ dehydrator production line including the packaging facility of dried fruits and vegetables to be run by women SHG federation / Producer Organization of SHGs under Tripura Rural Livelihood Mission (TRLM)

1. Background

Tripura is well-known for the natural flavor of its fruits and vegetables especially pineapple, jackfruits and vegetables grown organically. So, to reduce the post-harvest losses, increasing the price realization of the farmers and specially mahila kisans, to make the foot prints of food-processing products nationally and internationally, it has been decided to setup a freeze dryer/dehydrator unit with packaging facility near the farm gates. The focused products are pineapple, jackfruits and vegetables grown organically in North Tripura and Unakoti district of Tripura.

2. Scope of Work:

- Identification of best technology machineries.
- Setting up of one unit with proper packaging facility.
- Supply, installation and trial run within 3 months.
- Training of women workers to run the unit efficiently.
- Regular AMC support as and when required.
- Trial run and observation for 15 days.
- Market related information.
- Linkage for raw materials of packaging.

3. Duration of the Assignment

The entire unit to be setup within 2 (two) months including the trial run of the issuance of supply order. At least 3 years of AMC support to be ensured by the bidder, even after that the maintenance support to be provided by the bidding farm as and when required.

4. Project Support

TRLM will provide available necessary information, data, reports and other documents required for accomplishing the objective of the assignment. However, the professionals of the agency will have to visit field operations for collection of additional information. TRLM would provide necessary liaison with BMMUs and DMM Us to facilitate the work smoothly.

5. Key Eligibility, Evaluation & Selection Criteria

Eligibility Criteria: Firms which do not meet the following qualifying criteria will be rejected at the first stage:

Analysis of technical bid

- i) The tecLnical will be analyzed and evaluated and the technical bid marks shall be assigned to each bidder on the basis of above mentioned evaluationmatrix
- ii) Each criterion will have specific score and only those Technical Bids receiving marks greater than or equal to cut-off marks i.e 70% will be eligible for consideration in financial bids. If required, the Authority may seek specific clarifications from any or all Bidder(s) at this stage. The Authority shall determine the Bidder that qualify for the next phase after reviewing the clarifications provided by the Bidder(s). The bidder may be asked to make a presentation before the Purchase Committee to explain the points on the basis of which Technical bids will be evaluated.
- iii) Technical Bid Score: The Technical Bid Score 'St' of the Bidder shall be derived as under

St= (Stm/SH)*100, where

St is the Technical Bid Score

Stm = Score obtained by the concerned bidder

- **SH** = Highest total technical bid marks amongst all evaluated bids.
- iv) The Authority reserves the right to modify the evaluation process at any time during the RFP process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change. At any time during the process of evaluation the Authority may seek specific clarifications from any or all Bidder.

Eligibility Criteria: Minimum qualifying mark is 70 (Seventy) for opening of financial bid.

Phase II: Evaluation of Financial Bids

Inthisphase,theFinancialBidsoftheBidder,whoaretechnicallyqualified inPhase I,shallbe considered. Formula to determine the scores for the Financial Bids shall be asfollows

Sf = (FL / F) * 100, Where

Sf is the Financial Score

FL is the value of lowest Commercial Bid

F is the price quoted in the bid under consideration,

Phase III: Combined Evaluation of Technical & FinancialBid

The Totaliscore of the Bidder will be determined as under

Total Score (Ts)=(0.70 x St) + (0.30 x Sf)

The Bid of the Bidder, who obtains the highest Ts value, will be rated as the best Bid. In the event of a tie, the bid with the highest technical score (St) will be rated as the best bid. Beyond that, Authority will decide the matter in its full discretion.

The three proposals in the combined technical and financial evaluation were ranked as

H - 1

H - 2

H - 3

In case the bidder obtained highest score shall be recommended for award of contract is not ready to accept the offer/ found inappropriate the proposal shall be made to subsequent bidders.

6. Arbitration and Applicable laws

The parties hereby agree that any dispute arising in connection with this MoU shall first be addressed mutually by the Parties. If the said Parties are unable to resolve the dispute mutually, the dispute shall be referred to the Government of Tripura whose decision shall be final and binding on all parties.

In case an aggrieved party seeks judicial remedy, the petition shall be filed in the jurisdiction of Tripura High Court.

7. Termination

TRLM may terminate the work order of the agency in case of the occurrence of any of the events specified below:

i. If the Agency becomes insolvent or goes into compulsory liquidation.

- ii. If the Agency, in the judgment of TRLM, has engaged in corrupt or fraudulent practices in competing for or in executing this work order.
- iii. If the Agency submits TRLM a false Statement which has a material effect on the rights, obligations or interests TRLM.
- iv. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict-of-interest TRLM.
- v. If the Agency fails to provide the quality services as envisaged under this work order. Reasons for the same would be recorded in writing.
- vi. In case of such an occurrence TRLM shall give a written advance notice, not exceeding one (1) month before terminating the work order.

8. Jurisdiction

The work order shall be governed by laws of the State of Tripura and all Government rules on purchase matter issued from time to time and are in force for the time being.