Dated: 11/10/2018

Section-I Government of Tripura Department of Higher Education TTAADC Polytechnic Institute Khumulwng, West Tripura – 799045

NOTICE INVITING TENDER

Tender NO. F. 5(1)-TPI/Procurement/CE/PHE/2018-19

On behalf of the Governor of Tripura, sealed item rate tenders are hereby invited from the Original Manufacturers or their registered / authorized Suppliers / Distributors / Dealers / Authorized Sales & Service Partners who are competent to supply and installation of the tendered Lab equipment and items of desired specification for Public Health Engineering Laboratory of Civil Engineering Dept., TTAADC Polytechnic Institute, Khumulwng, West Tripura mentioned in the Annexure – II of the NIT. Details of the items to be purchased are mentioned in Annexure- II of the NIT.

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Office of Issue	O/o The Principal, TTAADC Polytechnic Institute, Khumulwng, Dist: West Tripura, P.O: Radhapur, PIN: 799045				
Tender No.	F. 5(1)-TPI/Procurement/CE/PHE/2018-19, Dated, Khumulwng, 11/10/2018				
Name of Work	Supplying, assembling, commissioning (where necessary), and testing & Demonstration, training of Public Health Engineering Laboratory Equipment and accessories/items for Laboratories of Civil Engineering Department, TTAADC Polytechnic Institute, Khumulwng, West Tripura.				
Estimated Cost of tender	₹ 1,00,000/- (Rupees One Lakh) only.				
Earnest Money	₹ 1,000/- (Rupees One Thousand) only.				
Cost of Tender Form	₹ 200/- (Rupees Two Hundred) only.				
Opening Date of Selling of Tender Form	w.e.f. 12/10/2018 to 08/11/2018 (From 11.00 A.M. To 3.00 P.M.)				
Last Date of Receipt of Tender Form	09/11/2018 (Up to 3.00 P.M.)				
Date of opening of Technical Bid	09/11/2018 (3:00 Noon Tentative)				
Tentative date of opening of Financial Bid	12/12/2017 (11:00 A.M. Tentative)				
Time of Completion	30 (Thirty) days				

The tenderers shall have to submit both <u>Technical Bid</u> and <u>Financial Bid</u> separately in sealed cover for Annexure – II. Bidders shall have to deposit Earnest Money of ₹1,000/- (Rupees One Thousand) only in the form of Bank Demand Draft drawn in favour of the Principal, TTAADC Polytechnic Institute, Khumulwng, West Tripura, and Payable at Agartala from any scheduled bank guaranteed by Reserve Bank of India.

Tender forms, comprises of detailed specifications, quantity, terms and conditions can be had from the office of the Principal, TTAADC Polytechnic Institute, Khumulwng, West Tripura, w.e.f. 11.00 A.M. of 12/10/2018 to 3.00 P.M. of 08/11/2018 on all working day @ ₹200 (Rupees Two Hundred) only in Demand Draft (non-refundable) in favour of the Principal, TTAADC Polytechnic Institute, Khumulwng, West Tripura payable at Agartala. Tender(s) may be sent through Registered post/Speed post/Dropped in the tender box placed at the office of the undersigned within stipulated date and time mentioned above. The Financial Bid will be opened after finalization of the Technical Bid. All the participants of this tender process may remain present at the opening of Technical Bid either in person or through duly authorized person. The tender notice, along with the terms and conditions, specifications may also be had from the following website: https://tripura.gov.in/ or http://tpikhumulwng.edu.in. In case of downloaded form, the tender document should be accompanied with a Demand Draft (non-refundable) ₹200 (Rupees Two Hundred) only drawn in favour of the Principal, TTAADC Polytechnic Institute, Khumulwng, West Tripura from any national bank payable at Agartala. From now all tender will be Published in our website http://tpikhumulwng.edu.in. The authority reserves the right to accept or reject any tender and to cancel the bidding process and reject all tenders at any time to the award of contract without assigning any reason there off.

SECTION - II

1. MINIMUM ELIGIBILITY CRITERIA:

- (a) This invitation for bids is open to Original Equipment Manufacturers (OEM) or their Registered / Authorized Suppliers/ Distributors / Dealers/ Authorized Sales or Service Partners.
- (b) The bidder must submit his Central /Local Sales Tax Registration Certificate, PAN Card, Trade License / Manufacturer's License, Up to-date Income Tax Clearance Certificate and Professional Tax Clearance Certificate, GST registration certificate.
- (c) Minimum three years of experience dealing with similar types of equipments/materials.

2. COST OF BIDDING:

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

A. THE BID DOCUMENTS:

3. BID DOCUMENTS:

- 3.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:-
- (a) Tender Notice comprise of section II full.
- (b) General (Commercial) Conditions of the Contract
- (c) Special Conditions of Contract
- (d) Technical Specifications and Schedule of Requirements (Annexure I) along with coloured brochures item-wise.
- (e) Format for Bid Form and Price Schedules (Annexure –II)
- (f) Format for Agreement Form
- (g) Format for Letter of authorization to attend bid opening
- (h) Check lists of documents to be submitted by the bidders (Technical Bid/ Financial Bid)
- (i) Declaration
- 3.2 The Bidder is expected to 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. No Document shall be accepted after the closing date/ time for receiving the bids.

4. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring any clarification regarding confusion / errors if any noticed in the Bid Documents shall notify the Purchaser (O/o Principal, TTAADC Polytechnic Institute, Khumulwng, West Tripura,) in writing at the Purchaser's (O/o Principal, TTAADC Polytechnic Institute, Khumulwng, West Tripura,) in the mailing address indicated in the Invitation for Bids prior to dropping of the tender. Any claim on such issues after dropping of tender will not be entertained. The Purchaser (O/o Principal, TTAADC Polytechnic Institute, Khumulwng, West Tripura,) shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 02 (two) days prior to the date for the submission of bids.

B. PREPARATION OF BIDS

5. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise of

- (1) Technical bid
- (2) Financial bid

5.1 TECHNICAL BID:

The Technical Bid shall contain the following documents. The documents shall be arranged in the same order as mentioned below with the checklist being on the top of all Documents. However, Bid Security should be submitted in a separate envelope along with the envelope for Technical Bid.

- (a) Declaration duly signed and stamped
- (b) A forwarding letter by the bidder addressing the tendering authority.
- (c) The Check list [as per Annexure- V A]
- (d) Earnest Money Deposit in the form of Bank Draft for Rs. _____ (Rupees) only [as per clause 10 of section II]
- (e) Authorization letter for participating in the bid opening procedure [as per Annexure –VII]
- f) Clause by Clause compliance demonstrating substantive responsiveness to the commercial conditions by signing and stamping on all the pages of the original bid document by authorized person(s) [as per clause 9.1 of section II]
- (g) Certificate of Incorporation/ Firm registration certificate [as per clause 8.1 of section II]
- (h) Copy of last 3 years Income Tax Return with PAN [as per clause 8.1 of section II]
- (i) PAN Card [as per Clause 1 of Section II]
- (j) Sales tax / VAT Registration [as per Clause 1 of Section II]
- (k) No near relative certificate [as per Clause 28 of Section II]
- (l) Upto date Sales Tax / VAT Clearance
- (m) CST Registration [as per Clause 1 of Section II]
- (n) Upto date CST Clearance
- (o) Income Tax Clearance
- (p) Professional Tax Clearance
- (q) Trade License / Manufacturer's License [as per Clause 1 of Section II]
- (r) Requirement Schedule [as per Annexure I]
- (s) GST Registration Certificate
- (t) Declaration stating that all information furnished with the tender are true and correct and the agency will execute full supply of the ordered quantity and will abide by the terms and conditions of N.I.T. if their quoted rate is approved in the specified format provided in Annexure IV.

5.2 FINANCIAL BID

The Financial Bid shall contain:

- (a) The check list [as per Annexure V B]
- (b) Bid Form [as per Annexure III]
- (c) Price Schedule [as per Annexure II]
- (d) Declaration duly signed and stamped in the specified format provided in Annexure IV.

<u>Note</u>: All the documents submitted (whether original or photocopy) in the bid must be legible and signed and stamped by authorized signatory, otherwise the bid is likely to be rejected.

Signature of the Bidder/Supplier

6. BID FORM:

The bidder shall complete the Bid Form (Annexure-III) and the appropriate Price Schedule (Annexure – II) furnished in the Bid Documents, indicating the goods to be supplied, a brief description of the goods and quantity.

7. BID PRICES:

The bidder shall give the total composite price inclusive of all levies and taxes (inclusive of TAX). The basic unit price and all other components of the price need to be individually indicated against the goods, it has proposed to supply under the contract as per price schedule given in Annexure – II. Detail break up such as basic price, Applicable Taxes (GST etc.) as applicable etc .required to be furnished clearly against total price of each item. Nothing extra will be entertained thereafter. The offer shall be given in Indian Rupees. Prices indicated on the Price Schedule shall be entered in the following manner:

- 7.1 The bidder shall quote only one price for each item. Rates for only Standard/requisite configurations should be quoted and not for all the possible permutations and combinations of configurations.
- 7.2 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.
- 7.3 The unit price quoted by the bidder must have sufficient detail to enable the purchaser O/o Principal, TTAADC Polytechnic Institute, Khumulwng, West Tripura, to arrive at prices of equipments/ systems offered.
- 7.4 The price approved by the O/o Principal, TTAADC Polytechnic Institute, Khumulwng, West Tripura, for procurement will be inclusive of all levies and applicable taxes, packing, forwarding, freight and insurance as mentioned in Para 7.1 above. Break up in various heads like Custom duty, Excise duty, Sales Tax, Insurance freight and other taxes paid/payable as per clause 7.1 is for the information of O/o Principal, TTAADC Polytechnic Institute, Khumulwng, West Tripura, and any changes in the taxes shall have no effect on the price during the scheduled delivery period. All applicable taxes of materials in respect of his contract shall be payable by the successful bidder and the Government shall not entertain any claim whatsoever in this respect.
- 7.5 The contract may be made for the full or part of quantity / items as described in —Annexure I & II as per discretion of the purchaser. Correctness if any shall be made by crossing out, initialling, dating and rewriting.
- 7.6 The contractors should initial all correction if any, to rate(s) and items in the tender. The contractor in full name should sign every page. Letters etc. found in the tender box of raising or lowering the quoted rates or dealing with any other points in connection with tender shall not be considered.
- 7.7 Item rate tender bearing percentage above or below will be rejected. Tenderers shall not add or deduct any percentage after the totals have been worked out in an item rate tender. Such tenders shall be liable to rejection.
- 7.8 In addition or deduction of income or applicable tax will also be deducted at source as per applicable rates from the bills of the contractor from running / final bill. In this regard, deduction at source from the payment will be done as per the notifications issued from the Government time to time.

8. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

- 8.1 The bidder shall furnish, as part of his Bid Documents establishing the bidder's eligibility, all the following documents or whichever is required as per terms and conditions of bid documents:-
- i. Certificate of Incorporation / Registration of Firm.
- ii. Copy of last 3 years Income Tax return and copy of PAN

The bidders are to submit copies of the following documents duly signed by the Owner of the Firm or Authorized Person of the Owner of the Firm.

- (i) PAN CARD (ii) STCC and (iii) PTCC (iv) VAT/CST/GST Registration & Clearance (v) Income Tax Clearance (vi) Trade / Manufacturer's License of current validity which establishes or qualify bidders as bonafied traders / suppliers. (vii) GST Registration Certificate
- 8.2 The equipment offered must have ability to meet the technical specifications. Necessary document to substantiate this shall have to be submitted along with the offer by the supplier. Coloured brochures must be attached mentioning the item name, model number etc.
- 8.3 Necessary proofs regarding supply of similar kinds of equipments/materials at other Institutions/College/universities are to be attached
- 8.4 Each bidder shall submit only one Tender.

9. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:

9.1 The documentary evidence of goods in conformity with the Bid Documents may be in the form of literature and data and the bidder shall furnish a clause-by-clause compliance on the O/o Principal, TTAADC Polytechnic Institute, Khumulwng, West Tripura, Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specification and commercial conditions in the form of signing & stamping all the pages of the original bid document by the authorized person/persons. A bid without clause-by-clause compliance shall not be considered.

10. EARNEST MONEY DEPOSIT:

- 10.2 The earnest money deposit is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the bid security's forfeiture.
- 10.3 Demand draft furnished towards EMD along with tender shall be valid for a period of 3 (Three) months from the last date of receipt of tender or more.
- 10.4 A bid not submitted in accordance with Para 10.1 shall be rejected by O/o Principal, TTAADC Polytechnic Institute, Khumulwng, West Tripura, as non-responsive at the bid opening stage and returned to the bidder unopened.

The earnest money deposited by the successful bidder will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender. The EMD shall be forfeited;

- (a) In 50%, if the Tenderer withdraws the Tender during the validity period of Tender.
- (b) In full, in case the supplier fails to start supply (or cannot show valid reasons which are acceptable to the authority) specified in the tender documents within 30th day or such time period as mentioned in letter of award after the date on which the Authority issues written orders to commence the work / supply.
- 10.5 The earnest money deposit of the unsuccessful bidder will not carry any interest and it will be dealt with as provided condition stipulated in the tender.
- 10.6 The earnest money deposit of the unsuccessful bidder will be returned at the earliest after expiry of the final bid validity period.

11. PERIOD OF VALIDITY OF BIDS:

11.1 Bid shall remain valid for 90 (Ninety) days after the date of bid opening prescribed by O/o Principal, TTAADC Polytechnic Institute, Khumulwng, West Tripura

12. FORMATS AND SIGNING OF BID

- 12.1 The bidder shall prepare the Technical and Financial bids separately.
- 12.2 All the pages of the Bid numbered consecutively shall be signed and stamped by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the original bid shall be signed and stamped by the person or persons authorized for signing the bid. The bids submitted shall be sealed properly. 12.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections
- shall be signed by the person or persons authorized for signing the bid.

C. SUBMISSION OF BIDS

13.1 SEALING AND MARKING OF BIDS
The bidder shall wax seal the Technical Bid and the Financial Bid in separate envelops and keep them in a bigger wax sealed envelope. The Technical Bid shall bear the name TECHNICAL Bid of Tender No:
13.2 (a) The bigger sealed envelope containing the Technical and the Financial Bid in separate sealed envelopes shall be addressed to the Purchaser at the following address:
O/o Principal TTAADC Polytechnic Institute Department of Higher Education Government of Tripura P.O. – Radhapur, Khumulwng, West Tripura – 799045
(b) All the envelopes shall bear the Tender name, the Tender NO Dated:th, October, 2018 and the words "DO NOT OPEN BEFORE DUE DATE AND TIME"
(c) The envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is received late.
(d) Tender may be sent by Registered Post/ Speed Post or delivered in person. The responsibility for ensuring that the tenders are delivered in time would rest with the bidder.(e) Bids delivered in person shall be delivered to Principal, TTAADC Polytechnic Institute, Khumulwng, West Tripura on or before due date and time in the tender box. The
Purchaser shall not be responsible if the bids are delivered elsewhere.

14. SUBMISSION OF BIDS:

- 14.1 Bids must be received by the Purchaser at the address specified under Para 13.2 not later than the prescribed time on due date.
- 14.2 Not more than one independent and complete bid shall be permitted from a bidder.

13.3 If the envelopes are not sealed and marked as required at Para 13.1 and 13.2, the bid shall be rejected.

15 LATE BIDS:

15.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to Clause 14, shall be rejected and returned unopened to the bidder.

D. BID OPENING AND EVALUATION

16 OPENING OF BIDS:

- 16.1 The purchaser shall open technical bids in the presence of intending bidders or their authorized representatives who choose to attend on opening date and time. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in Annexure- VII).
- 16.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 16.3 The Bidder's names, documents submitted, modifications, bid withdrawals and such other details as the Purchaser, at its discretion, may consider appropriate; will be announced at the opening.
- 16.4 The date fixed for opening of bids, if subsequently declared as holiday by the O/o Principal, TTAADC Polytechnic Institute, Khumulwng, Dist:- West Tripura, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered.

17 CLARIFICATIONS OF BIDS:

17.1 To assist in the examination, evaluation, and comparison of bids the Purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

18 TECHNICAL EVALUATIONS:

- 18.1 Purchaser shall evaluate the technical bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order.
- 18.2 Prior to the Financial Bid opening, pursuant to clause 19, the Purchaser will determine the substantial responsiveness of each bid to the Bid document. For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid Documents without material deviations. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 18.3 A bid determined as substantially non-responsive will be rejected by the Purchaser and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the nonconformity, or by submitting additional documents.

19 FINANCIAL BID OPENING / FINANCIAL EVALUATIONS AND COMPARISON OF SUBSTANTIALLY TECHNICAL RESPONSIVE BIDS:

- 19.1 The purchaser shall shortlist those who are eligible and have submitted substantially technical responsive bid for opening of financial bid. Successful Bidders would be called to attend opening of financial bids. The Financial Bids of Technically unsuccessful bidders would not be opened and shall be destroyed unopened by O/o Principal, TTAADC Polytechnic Institute, Khumulwng, Dist:- West Tripura, in due course.
- 19.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser. If there is a discrepancy between rates in words and rates in figures, the amount in words shall prevail.
- 19.3 The evaluation and comparison of responsive bids shall be done on TOTAL price as indicated in the Price schedule (Annexure II)
- 19.4 The bidder must quote the price against all the items individually as per the list of equipment/material annexed with this tender document.

20 CONTACTING THE PURCHASER:

- 20.1 Subject to Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 20.2 Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.
- 20.3 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

E. AWARD OF CONTRACT:

21 PLACEMENT OF ORDER:

The Purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically, commercially and financially acceptable.

22 PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

Office of Principal, TTAADC Polytechnic Institute, Khumulwng, Dist:- West Tripura, will have the right to increase or decrease the quantity of goods and services specified in the schedule of requirements up to 50% of the total quantity without any change in the unit price of the ordered quantities or other terms and conditions at the time of award of contract.

23 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

24 SIGNING OF CONTRACT:

24.1 The issue of final Purchase Order shall constitute the award of contract on the bidder.

25. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 28 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of Purchaser or call for new bids.

Signature of the Bidder/Supplier

[Tamojay Deb]
Principal-in-Charge
TTAADC Polytechnic Institute
Khumulwng, West Tripura-799045

26. While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents.

Non-compliance of any one of which shall result in outright rejection of the bid

- (i) Clause 1 & 8 of Section II: If the eligibility condition as per clause 1 of Section II is not met and/or documents prescribed to establish the eligibility as per Clause 8 of section II are not enclosed, the bids will be rejected without further evaluation.
- (ii) Clause 9.1 of Section II: If clause-by-clause compliance in form of signing and stamping all the pages of the original bid by the authorized person(s) and deviation statements as prescribed are not given, the bid will be rejected.
- (iii) Clauses 10.1 & 11.1 of Section II: The bids will be rejected at opening stage if Earnest Money is not submitted as per Clauses 10.1.
- (iv) Clause 13.1 of Section II: The bids will be recorded / returned unopened if covers are not properly sealed.
- (v) Annexure-I&II: Prices are not filled in as prescribed in price schedule.
- 27. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment in time. The bidder should give a certificate that none of his/her near relative is working in the units where he/she is going to apply for the tender. The Bidder or its authorized signatory should furnish certificate saying that none of the officials or staffs are near relative of proprietor OR all partners of partnership OR all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the states working in the unit where the tender is being applied. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and Office of Principal, TTAADC Polytechnic Institute, Khumulwng, Dist:- West Tripura, will not pay any damage to the company or firm or the concerned person.

The format of the certificate to be given is

28. NO NEAR RELATIVE CERTIFICATE

I,......herebycertify that none of relative(s) as defined in the tender document is/are employed in O/o Principal, TTAADC Polytechnic Institute, Khumulwng, Dist:- West Tripura, as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, O/o Principal, TTAADC Polytechnic Institute, Khumulwng, Dist:- West Tripura, shall have the absolute right to take any action as deems fit/without any prior intimation to me.I Full Signature of the Bidder with Seal of the Organization.

29. SCRUTINY OF ORIGINAL DOCUMENTS:

The lowest bidder will be informed telephonically and over mail about his / her successful qualification as Lowest Bidder and may be asked to appear before the Tendering Authority for scrutiny of the original documents and if any additional document is required for the satisfaction of the authority. If he / she fails to appear before the Tendering Authority on the time and date fixed or fails to produce any original document, his / her bid will be rejected forfeiting entire Bid Security / Earnest Money Deposit EMD.

30. BIDDERS' CONTACT NUMBER, MAIL ID AND WEBSITE:

The bidder should provide his / authorized contact person's valid contact number mentioning his name along with e – mail id and website of the organization if existing for any clarification and communication from the part of the purchaser.

SECTION - III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION:

The General Conditions shall apply in contracts made by the Purchaser for the procurement of Goods.

2. STANDARDS:

The Goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Annexure-I that also similar with Annexure-II.

3. PATENT RIGHTS:

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent trade mark or industrial design rights arising from use of the goods or any part thereof.

4. SECURITY DEPOSIT:

SECURITY DEPOSIT will be 10% of the contract value without any ceiling limit. The Earnest money of the successful tenderer deposited before issue of work / supply order will also form a part of security deposit. Security money will be deducted from Running Account bill (s) @10% (ten percent) of the bill(s) amount of the successful bidder till full Security Money is retained and will be retained up to — Defect Liability Period of 1(one) year.

5. DELIVERY:

Delivery of the goods and documents shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements/conditions/NOTICE of the tender document and the goods shall remain at the risk of the Supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.

6. WARRANTY:

Replacement or repair under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges. Warranty / Guarantee shall be for a period of 01 (One) year as a whole. If normal commercial warranty/guarantee exceeds by 01 (One) year, then higher of the two as indicated shall be applicable to the supplied goods.

7. PAYMENT TERMS:

7.1 Payment shall be made on successful completion of installation after all necessary inspection and demonstration.

Payment:-

Advance: - No advance Payment.

On delivery: - No payment after delivery.

On final acceptance: - 100% payment of the contract Price shall be paid to the supplier after acceptance for the respective goods. Payment shall be made after delivery, testing, commissioning, assembling (where necessary) and inspection etc. of the goods.

Signature of the Bidder/Supplier

[Tamojay Deb]
Principal-in-Charge
TTAADC Polytechnic Institute
Khumulwng, West Tripura-799045

8. LIQUIDATED DAMAGES

- 8.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed no later than the dates specified therein.
- 8.2 Any willful delay on the part of the second party in completing the supply within the stipulated period will render him liable to pay liquidated damages @ Rs. 0.01% of the contract price per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 10% of the contract amount.

9. TERMINATIONS FOR DEFAULT

- 9.1The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.
- (a) if the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract.
- (b) if the supplier fails to perform any other obligation(s) under the Contract; and
- (c) if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- 9.2 In the event the purchaser terminates the contract in whole or in part pursuant to Para 9.1 the purchaser would be at liberty to purchase from L2 and recover the difference from vendor for loss occurred.

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT

- 1. The material shall be supplied in original packing from the manufacturer clearly indicating manufacturing date, price and expiry date etc. wherever applicable. The supply shall be completed within the delivery time as in clause 5 of Section III, from the date of placement of purchase order.
- 2. Since the quantity given are approximate, selected contractors can have no right for the quantity mentioned in the tender and O/o Principal, TTAADC Polytechnic Institute, Khumulwng, Dist: West Tripura reserves the right to vary the quantity mentioned.
- 3. Award of contract will be done after the bidder selected if found to be technically, commercially and financially acceptable to O/o Principal, TTAADC Polytechnic Institute, Khumulwng, Dist: West Tripura.
- 4. Evaluation of Tenders:

The purchaser will evaluate and compare the tenders determined to be substantially responsive i.e. which

- (a) are properly signed and
- (b) conform to the terms and conditions and specifications
- 5. Brand Name / Model No. has to be mentioned wherever applicable along with the copies of authorization letter of the manufacturers / Distributorship or Dealership certificate (duly signed by the bidder or Authorized person of the bidder) from original Manufacturers etc. in favour of the bidder. For a single product, only 1 (one) Brand is to be mentioned to avoid any confusion. The bidder has to provide the Authorization Certificate if the bid document is signed by the Authorized person in favour of the bidder.
- 6. Tender has to be submitted along with Manufacturers 'Original or downloaded & colours print-outs brochure / catalogues (certified by the manufacturer with proper stamping) duly signed by the bidder or his Authorized person, without which tender will not be accepted by the Authority.
- 7. The contractor shall not be permitted to tender for works in TTAADC Polytechnic Institute, Khumulwng, Dist:- West Tripura, is responsible for award and execution of contract in which near relatives is posted in Accountant / as an Officer in any capacity between the grades of the Principal to Lecturer. He shall also intimate the name of

persons who are working with him in any capacity or are subsequently employed by him and who are nearer relatives to any gazetted officer in the TTAADC Polytechnic Institute, Khumulwng, Dist:- West Tripura.

- 8. The rate of Laboratory equipments / materials include supplying, assembling (where necessary), commissioning, testing and staff training etc. atTTAADC Polytechnic Institute, Khumulwng, Dist:- West Tripura, Pin-799045. The supplying, assembling (where necessary), commissioning, testing and staff training etc. are the responsibility of the supplier and contractor.
- 9. Tender(s) must be received in the office of the Principal, TTAADC Polytechnic Institute, Khumulwng, Dist:- West Tripura, [employer] not later than the time and date given in the notice of invitation. If the specified date is declared holiday, tender(s) shall be received upto the appointed time on the next working day.
- 10. Tenderers shall not add or deduct any percentage after the totals have been worked out in an item rate tender. Such tenders shall be liable to rejection.
- 11. Applicable Taxes of materials in respect of his contract shall be payable by the contractor and the Government shall not entertain any claim whatsoever in this respect.
- 12. Before submitting tender, tenderers are to satisfy themselves by actual visit to the site of work / supply as regards the prevailing condition to approaches and roads and availability of labourers and materials etc. and the tenderers submitting tenders shall be deemed to have done so. No claim on the above account will be entertained after wards.
- 13. Any bid received by the Principal, TTAADC Polytechnic Institute, Khumulwng, Dist: West Tripura, **[employer]** after the deadline for submission of bid(s) will be summarily rejected and returned unopened to the bidder.
- 14. Supply order may be issued to the successful bidder(s) depending on the available sanctioned amount. Hence, quantity may be increased or decreased at the discretion of the authority during the time of evaluation of tender.
- 15. In addition to deduction of Income tax at source & other Tax will also be deducted as per norms issued by the Government (State/Central) during that period at source as per applicable rates from the bills of the contractor from running / final bill.
- 16. The bidder must have minimum 03 (three) years of experience of dealing with similar nature of equipments mentioned in this tender. The bidder must attach duly endorsed evidences with the tender document submission regarding the same.

17. Correction of Errors:

- (a) The contractor shall quote the rates and amounts tendered by them both in figures as well as in words. The amount for each item shall be worked out and requisite totals shall be given.
- b) Special care must be taken so that the rates and amounts are always written both in figures and words in such a way that interpolation is not possible. In case of figure, the word Rs. should be written before the figure and paisa at the end (Viz. Rs. 250.50 p). In case of rate or amount in words, the word Rupees. Should proceed and the word only shall be written at the end (Viz. Rupees Two hundred fifty and fifty paisa only).
- (c) The contractors should initial all correction if any, to rate(s) and items in the tender. The contractor should put his /her signature in full name along with proper stamping in every page. Letters etc. found in the tender box of raising or lowering the quoted rates or dealing with any other points in connection with tender shall not be considered.
- 18. The Equipment shall be loaded and unloaded by the suppliers at his / her own cost and risk.
- 19. The Equipment shall be dispatched under coverage of transit insurance at the supplier's own cost and risk.
- 20. The firm shall test the equipment at the site selected by the department and render demonstration / operational training to the departmental staff for a period suitable for the purpose.
- 21. Operation and service manual / catalogues and recommended maintenance chart with complete internal diagram should be supplied at free of cost along with each equipment.
- 22. Transit permit / interstate clearance and such other issues will be the responsibility of the tenderer. Nothing extra will be entertained.
- 23. No transfer of earnest money from any amount already at the credit of tenderers (as earnest money or security money in connection with other works) will be allowed unless however, it is absolutely free and order for its release has been passed.

- 24. Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who will resort to canvassing will be liable to rejection.
- 25. No non-Indian National as labourer, who does not possess valid passport and visa will be allowed to work under any contractor. If otherwise the contract will be cancelled and there is no bar by police for prosecution of these contractors along with their labourers.
- 26. The tender will be accepted on the lowest rate basis of each instrument / equipment separately.
- 27. Bids will be opened in presence of intending bidders or their authorized representatives (who choose to attend) on the date and time and at the place specified in the said bid.
- 28. No insurance charge will be payable by the purchaser and the successful bidder will be responsible for any breakage / damage or loss in transit.

29. DEFECTS LIABILITY:

The Defects Liability Period for the work is 1 (One) year (for articles having commercial warranty more than 1 (one) year, the defect liability for those items will be in accordance with the commercial warranty period as applicable) from the date of acceptance. If any defects noticed within the Defects liability Period the same shall be rectified / replaced (same configuration or latest) by the bidder or firm at their cost and risk within 1(one) month from the date of intimation and the defect liability period for the replaced item(s) will be considered from the date of replacement for which proportionate Security Money would be retained till end of the defect liability period as would be applicable for particular Item(s).

- 30. The bidder has to provide the duly signed (by the bidder or his Authorized Person) copy of Work / Supply order in similar nature of work / supply in support of previous experience as a prime contractor at least for one similar work of value not less than 80% of the estimated cost put to tender in the last 3 (Three) years to qualify for awarding of the work.
- 31. Tenderer(s) who do not fulfill any of these conditions or are incomplete in any respect, are liable to be rejected. The authority also reserves the right to cancel any of the tenders without assigning any reason.

O/o Principal, TTAADC Polytechnic Institute, Khumulwng, Dist: - West Tripura, reserves the right to:Accept or reject any bid and annul the bidding process without assigning any reason whatsoever at any time prior to the award of contract.

Annexure V-A

CHECK LIST FOR THE DOCUMENTS TO BE SUBMITTED (TECHNICAL BID)

CHECK LIST and the order in which the documents are to be submitted for the Technical bid. Please check whether all the below mentioned documents have been supplied for participating in tender. The documents are to be submitted in descending order with item No. 1 on top of all. Please also mention page No. of the Technical bid where these documents are given.

S1.No.	Documents (Please refer to clause 5.1 of Section II for filling this Checklist)	Page No.
1.	The Check List duly filled up, signed and stamped [as per Annexure V - A]	
2.	A forwarding letter by the bidder addressing the tendering authority duly signedand stamped	
3.	Earnest Money in the form of Bank Demand Draft	
4.	Authorization letter for participating in the bid opening	
5.	Clause by Clause compliance in the form of signing and stamping all the pagesof bid document by authorized person(s)	
6.	Certificate of Incorporation/ Firm registration certificate	
7.	Last 3 Years Income Tax Return	
8.	PAN Card	
9.	Sales Tax, GST Registration	
10.	No near relative certificate	
11.	Upto date Sale Tax / VAT Clearance/ GST Clearance	
12.	CST Registration	
13.	Upto date CST Clearance	
14.	Income Tax Clearance	
15.	Professional Tax Clearance	
16.	Trade License / Manufacturers License	
17.	Technical specification as per requirement schedule (Annexure I) duly filled up, signed and stamped along with manufacturers original	
	catalogue indicating technical details / specification.	
18.	Declarations stating that all information furnished with the tender are true and correct and the agency will execute full supply of the ordered	
	quantity and will abide by the terms and conditions of N.I.T. if their quoted rate is approved. [asper Annexure – IV]	

Bidders to ensure:

- A. That all pages have been stamped and signed by the authorized Person(s).
- **B.** That all the pages have been numbered.
- **C.** That all the documents are legible (Clearly readable).

Annexure V-B

LIST and the order in which the documents are to be submitted for the FINANCIAL BID

S1.	Documents (Please refer to clause 5.2 of Section II for filling this Checklist)				
No.	No.				
1.	The check list duly filled up, signed and stamped				
2.	Bid Form, duly filled up, signed and stamped				
3.	Price Schedule, duly filled up, signed and stamped				
4.	Declaration duly signed and stamped				

Annexure - III

BID FORM

Name of the Work: - Supplying, assembling, installing, commissioning (where necessary) and testing & Demonstration of Laboratory Equipments and accessories / items for different laboratories of TTAADC Polytechnic Institute, Khumulwng, Dist:- West Tripura, Pin-799045.

Reference: letter no	Dated	from				
Sir,						
We offer to execute the work			Described	in	your	letter
Referred to above in accordance with t	the Conditions of Co	ntract enclosed t	herewith at a total	l Fixed (Contract	price of
Rs ** [in fig	gures] Rs					[in words]
This bid and your written acceptance	of it shall constitute	a binding contra	ct between us.			
We understand that you not bound to	accept the lowest or	any bid you rec	eive.			
We hereby confirm that this bid is vali	d for not less than 9	0 days as per ter	rms and conditions	s alread	ly state e	arlier.
Yours faithfully,						
Authorized Signature:		Date:				
Name & Title of Signatory:			_			
Name of Bidder:						
Address:						
** To be filled in by the Bidder, togetl	her with his particul	ars and date of s	ubmission at the l	bottom	of this Fo	orm.

Signature of the Bidder/Supplier

[Tamojay Deb]
Principal-in-Charge
TTAADC Polytechnic Institute
Khumulwng, West Tripura-799045

Annexure - IV

DECLARATION

I do hereby declare that I have personally gone through the Notice Inviting Tender (NIT) No:	Dated:	//
2017, and understood all the clauses, specification, instructions and having been fully satisfied, I have quoted the rate in the financial	bid. This is	further
to certify that I have suppressed no facts which could debar me from participating in the tender process. If it is revealed by the tender	ring author	ity that
any fact is suppressed by me, or anything furnished appears to be false or incorrect, tendering authority shall have the right to reject	t my tender	at any
stage along with other penalty including forfeiture of Earnest Money / Security Money to be decided by the tendering authority.		
Further, I do affirm that all the terms and conditions of the tender are unconditionally accepted by me. I will have no objection, if any a	dditional te	rm and
condition, mutually accepted, is included in the agreement.		
Full Signature of the Bidder with Seal of the Organization		

Annexure – VI

AGREEMENT FORM

Name of the Work: - Supplying, assembling, installing, commissioning (where necessary) and testing&Demonstration of Laboratory Equipments and accessories / items for different laboratories of TTAADC Polytechnic Institute, Khumulwng, Dist: - West Tripura, Pin-799045.

ARTICLES OF AGREEMENT

1	his dead of agreement is made in the form of agreement on day month 2017, between the
1.	This deed of agreement is made in the form of agreement on day month 2017, between the (Employer), or his authorized representative (hereinafter referred to as the first party) and (Name of the Contractor),
	S/Oresident of (hereinafter to as the second party), to execute the work / supply of (hereinafter
	eferred to as work / supply) on the following terms and conditions.
	ost of the Contract otal cost of the work / supply & Installation, Testing & Demonstration (hereinafter refer to as the total cost) is Rs as reflected in —Annexure –II.
	syments under its contract ayment to the second party for the work will be released by the first party in the following manner:-
Pa	nent shall be made immediate after successful completion of the work/supply.
b)	ayments at each stage will be made by the first party:-
Or	ne second party submitting an invoice for an equivalent amount;

4. Completion time

The supply is to be completed within 30 (Thirty) days. The time shall be reckoned from the 10th (Tenth) day from the date of issue of supply order. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

5. Liquidated Damage: Any willful delay on the part of the second party in completing the supply within the stipulated period will render him liable to pay liquidated damages @ Rs.0.01% of the contract price per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 10% of the contract amount.

6. The second party shall:

- a) Take up the supply and arrange for its completion within the time period as stipulated.
- b) Employ suitable skilled persons to carry out the assembling (where necessary), installing and commissioning (where necessary); etc.
- c) Be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification;
- d) Keep the first party informed about the progress of work;
- e) Be responsible for all security and watch and ward arrangements at site till completion of the work and handing over as well.
- f) Pay all duties, applicable taxes (GST etc.) and other levies payable by agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).

Signature of the Bidder/Supplier

[Tamojay Deb]
Principal-in-Charge
TTAADC Polytechnic Institute
Khumulwng, West Tripura-799045

7. SECURITY MONEY:

The Security money shall be refunded after expiry of the —defects liability period.

DECLARATION:-

I / we have gone through carefully all the tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or termination of contract or any other action deemed fit, taken by, the department against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I / we hereby declare that, I / we have not been black listed / debarred / suspended in any department in Tripura or in any other state of India due to any reason.

Annexure - VII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending bid opening on (date) in the tender ofFollowing persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Bidder) in order of preference given below.
Order of Preference Name Specimen signature I
II
Alternate Representative Signatures of bidder Or Officer authorized to sign the bid documents on behalf of the bidder.
Note: 1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. 2. Alternate representative will be permitted when regular representative are not able to attend.

3. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

Full Signature of the Bidder with Seal of the Organization

ANNEXURE - I

REQUIREMENT SCHEDULE

The tenderers will have to collect the Requirement Schedule from the office of the Principal, TTAADC Polytechnic Institute, Khumulwng, Dist:- West Tripura, Pin-799045. w.e.f. 11.00 A.M. of 12/10/2018 to 3.00 P.M. of 08/11/2018 on all working day through by authorize person (authorization letter is must from) or through emailing, email-id: **ttaadcpoly@gmail.com**

PRICE SCHEDULE FOR PUBLIC HEALTH ENGINEERING LABORATORY, CIVIL ENGINEERING DEPARTMENT, TTAADC POLYTECHNIC INSTITUTE

S1.		R PUBLIC HEALTH ENGINEERING LABO th specification	Brand	Unit	GST	Unit Price	Unit Price	Total Amount	Warranty
No.		-	Name &	Price in	(In %)	in figure	in words		Period
			Model no.	Figure	(In INR)	(inclusive	(inclusive		
				(In INR)		of Taxes)	of taxes)		
Col. 1		Col.2	Col.3	Col.4	Col.5	Col.6	Col.7	Col.8	Col.9
1	Digital Turbidity								
	(with all standar								
		play. Range up to 1000 NTU/JTU in 2 ranges							
	(Table Model).		- I						
	Detector:	Photocell / Photodiode	_						
	Range:	0 to 1000 NTU	_						
	Sample System		_						
	Resolution:	1 NTU							
	Accuracy:	± 3% FS ± 1 digit							
	Light Source:	6V, 1Amp. Tungsten Lamp							
	Dimension:	245 x 260 x 125mm							
2		uctivity & Temperature Meter							
	(with all standar								
		of pH, Conductivity & Temperature. 3½							
	digit LED display with pH combination electrode, conductivity		7						
	_	ure probe. (Table Model)							
	рН:		- I						
	Range:	0 to 14.00 pH							
	Resolution:	0.1 pH							
	Accuracy:	0.01pH ± 1 DIGIT							
	Temp. Comp:	0 - 100°C]						
	Conductivity:		_						
	Range: 2m Mhos & 20m Mhos/Cm1		<u> </u>						
	Resolution:	0.001m Mhos (1MicroMhos)	<u> </u>						
	Accuracy: 0.5% of range ± 1 digit Cell Const: Pre-adjustable Power 230 V± 10% 50Hz AC Temperature: Range: 0 to 100°C		<u> </u>						
			<u> </u>						
			_						
]						
	Resolution:	0.1°C							
	Accuracy:	0.2% of range ± 1 digit							
	Power:	230 V ± 10%AC, 50Hz]						

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	Sensor:	RTD (PT-100) Probe				
	Decimal Positioning:	Automatic				
	Polarity Indication:	Automatic				
3	Burette: 50ml [Borosil] with a	glass stopper				
4	Flask - 250 ml (Borosil)					
5	Measuring cylinder - Glass					
	(Best Quality)					
	a) 25ml					
	b) 50ml					
	c) 100 ml					
	d) 500 ml					
6	Pipette - 20ml, Glass					
	(Best Quality)					
7	Wash bottle					
	(Best Quality)					
	a) Capacity 500 ml					
	b) Capacity 1 litre					