

TRUPURA TRIBAL AREAS AUTONOMOUS DISTRICT COUNCIL
OFFICE OF THE PRINCIPAL OFFICER (FORESTS)
KHUMULWNG:: TRIPURA(WEST)

Expression of Interest (EoI) for selection of Contractor for ‘Supply, installation, commissioning and O & M on ‘Theme based Musical Water Fountain at Lake of Khumulwng Eco-Park’ TTAADC, Khumulwng.

Bid No: - 01/ TTAADC/2023-24 dated, 10/10/2023.

1. The Expression of Interest (EoI) in sealed cover are invited by the PO(Forest),TTAADC on behalf of Tripura Tribal Areas Autonomous District Council, Khumulwng, Tripura for selection of Contractor for ‘Supply, installation, commissioning and O & M on ‘Theme based Musical Water Fountain at Lake of Khumulwng Eco-Park’ for promoting Tourism and recreation facilities in TTAADC, Khumulwng. Accordingly, Tripura Tribal Areas Autonomous District Council (TTAADC) invites Expression of Interest (EOI) in percentage rate tender in two bids system for the below mentioned work from the Contractors/ interested bonafide parties having experience of implementation of similar kind of works right from the preparation of concept paper to implementation/ execution, operation and maintenance at least for 03 (Three) year.

S. No.	Name of Works	Estimated Project Cost	EMD	Tender Processing Fee (Non-Refundable)	Period of Completion
1	Selection of Contractor for ‘Supply, installation, commissioning and O & M on ‘Theme based Musical Water Fountain at Lake of Khumulwng Eco-Park’	Rs.11.75 crores	Rs.1,00000.00	Rs.10,000.00	90 days

2. EOI documents consisting of **specifications, eligibility criteria and the set of terms & conditions of contract and other necessary Documents** can be downloaded from the website: www.ttaadc.gov.in.
3. Tender must be accompanied by Earnest Money Deposit and paper cost in shape of demand draft payable at Khumulwng from any Nationalized Bank in favour of the Principal Officer (Forest), TTAADC **Name of Account Holder:-PRINCIPAL OFFICER FOREST, Name of the bank: TRIPURA GRAMIN BANK, Branch:-Khumulwng, Account No. : 8039010001311, IFSC Code No: PUNB0RRBTGB.**
4. Tender must be accompanied with copies of Experience Certificate in similar nature of work and clearance certificate on GST, PAN and other relevant documents as specified in the Bid document.
5. The Tender documents will be available in the website: www.ttaadc.gov.in.from 10.00 Hours of 11/10/2023 to 8/11/2023 Hours of 16:00.
6. Tender form is not transferrable and the same is to be submitted with signature/ signed by the pre- authorized personnel of the tenderer. **All the tender documents both Technical Bid and Financial bid scan copy is to be submitted through the official website –www.ttaadc.gov.in (with protected password and password may be shared by tenderer on the day of opening of tender) and the original copy of the tender by “SPEEDPOST/REGISTERED POST” post only to the office address -The Principal Officer (Forest), TTAADC, Khumulwng, West Tripura, PO:-Khumulwng, Jirania, West Tripura, Pin code:-799045, PS:-Radhapur** along with copies of credential papers.
7. Sealed two part tenders (Technical Bid and Financial) bid original copy super scribing the name of work are to be submitted to the **PRINCIPAL OFFICER FOREST, Khumulwng, TTAADC, West Tripura, PO:-Khumulwng, Jirania, West Tripura, Pin code:-799045,PS:-Radhapur** through “SPEEDPOST/REGISTERED POST” only Tender papers will be received up to 17 Hours of dt.8/11/2023.
8. Technical Bids shall be opened at 09/11/2023 on 1.30PM in the office of Principal Officer (Forest), TTAADC, Khumulwng in the presence of bidders who wish to attend or their authorized

representatives. If the office happens to be closed on the stipulated date of opening of Bids as specified, the bids will be opened on the next working day.

9. Interested parties may like to visit the site at Khumulwng Eco-Park on any working day between 10:30 Hours to 04:30 hours, at their own expenses with prior intimation. For the purpose they may contact the PO (Forest), TTAADC, Khumulwng.
10. Other details can be seen in the bid documents.
11. The Authority of TTAADC reserves the right to cancel any or all bids without assigning any reason thereof. For details visit the website: www.ttaadc.gov.in.

12. Contract data:-

Sl. No.	Description	Major Dates/ points
1	NIT No.	01/ PO(Forest)/ TTAADC/2023-24
2	Name of Work	Selection of Contractor for 'Supply, installation, commissioning and O & M on 'Theme based Musical Water Fountain at Lake of Khumulwng Eco-Park''
3	Estimated cost put to tender	Rs.11.75 crores.
	Start date of Submission of EOI	After 3.30AM on 10.10.2023
4	Pre Bid Conference (Online)	13.10.2023 between 1.00 PM to 2.30PM (Google Meet joining info Video call link: https://meet.google.com/ict-ekrw-cna).
5	Last date of Submission of EOI	08.11.2023 up to 4.00 PM.
6	Opening dates of Technical Bids	9.11.2023 at 1.30 PM.
7	Date and times of opening financial bid	To be decided later on 9/11/2023
8	Earnest Money	Rs. 100,000/- (Rupees One Lakhs) only (Refundable for unsuccessful bidders and for successful bidder, this amount will be turned to the part of Security money).
9	Processing fee for EOI (Non-Refundable)	Rs. 10,000/- (Rupees Ten Thousand) only (Non-Refundable)
10	Contact No. & Website No.	Ph no- 0381-2530017 Website No. www.ttaadc.gov.in

Details terms and conditions can be available in the official web site- www.ttaadc.gov.in


10/10/23

Principal Officer (Forests)
TTAADC: Khumulwng

File No.77/9(52)/ADC/FOR/DEV/VOL-II/Bid No.01/2022/1451-56

Dated, 10/ 10/2023

Copy to:

1. The PPS to Hon'ble Executive Members (Agri- Horti, Forest & LRS), TTAADC for kind information of the Hon'ble EM.
2. The PPS to the Chief Executive Officer, Khumulwng TTAADC for favour of kind information of the CEO, TTAADC.
3. The PPS to the Addl. Chief Executive Officer, Khumulwng TTAADC for favour of kind information of the Addl. CEO, TTAADC.
4. The Director, IT, Government of Tripura with a request to post in the State Website.
5. The P.O(ICAT), TTAADC, Khumulwng for information and necessary action for arrangement of publication of the above content in the following leading news papers in one insertion :-
 - i) Dainik Sambad, ii) Ajker Fariyad iii) Syandan Patrika. iv) The Indian EXPRESS v) THE TIMES OF INDIA & vi) THE HINDU....
6. The Officer-in-charge of IT cell (Dy. CEO, Fin) for uploading the notice in the TTAADC website.


10/10/23

Principal Officer (Forests)
TTAADC:: Khumulwng

TRUPURA TRIBAL AREAS AUTONOMOUS DISTRICT COUNCIL
OFFICE OF THE PRINCIPAL OFFICER (FORESTS)
KHUMULWNG:: TRIPURA(WEST)

ELIGIBILITY CRITERIA:

Contractor who fulfils the following requirements shall be eligible to quote the rates.

1. **REGISTRATION: Only registered** Contractors are eligible for the tender participation.
2. Tenderer having capacity to contribute amounting up to Rs.2.0 crores in this project are eligible for the tender participation. The estimated cost of the project is Rs.11.74 crores and the sanction amount is Rs.9.50 crores. Tenderer/Contractor must have written declaration for willingness to contribute amounting up to Rs.2.0 crores in this project.
3. **EXPERIENCE CERTIFICATE:** Tenderer should have completed successfully at least one similar nature of work " (i.e Construction/repair of musical fountain work)" of value not less than Rs.2.24 crores (35% of the Estimated Cost) during the last four financial years (i.e. 2018-19, 2019-20, 2020-21 & 2021-22) & current year (2022-23) up to the date of tender submission. It should be noted that credentials for the works executed for Private Organizations shall not be considered.
4. **TURNOVER:** Contractor must have a minimum average annual financial turnover of Rs. 10.0 crores (100% of Estimated Cost) during the preceding three financial years ending 31st March previous to the financial year in which tenders are invited and enclose the audited Balance Sheet and Statement of Profit & Loss for the preceding three financial years with the tender. In case Balance Sheet and Statement of Profit & Loss for the immediate preceding financial year have not been prepared/audited, the account for one more preceding financial year can be submitted.
5. **NET WORTH:** Tenderer should submit positive net worth certificate duly certified by a practicing Chartered Account as per ANNEXURE I based on the latest financial year for which accounts i.e. Profit & Loss Account and Balance Sheet has to be enclosed with the tender.
6. **GST Registration:** Contractor must have valid GST registration certificate from the concerned authority (as applicable) and copy to be enclosed with the tender.
7. **PAN Card:** Tenderer must enclose copy of PAN card along with the tender.
8. EMD & Tender Processing Fees: Contractor must submit the following: a. The EMD(earnest Money deposit) to be paid in favour of Principal Officer (Forest), TTAADC through Cheque/Demand draft/D-Call along with Tender form in financial bid. The account details are given below:
 - a. **Name of Account Holder:-PRINCIPAL OFFICER FOREST**
Name of the bank: TRIPURA GRAMIN BANK
Branch:-Khumulwng
Account No. : 8039010001311.
IFSC Code No: PUNB0RRBTGB.
 - b. Tender processing fee (Non- refundable) would be paid mandatorily to PO (Forest), TTAADC in form of cheque/NEFT. The last date and time of receipt of EMD, Tender processing fees shall be the due date and during time of submission of Expression of Interest.

8. **ORGANISATION DETAILS-** In case the Tenderer is a proprietorship firm; they will submit an affidavit as per ANNEXURE II. In case the Tenderer is a partnership firm, a certified copy of the partnership deed shall be submitted by the Tenderer. In case the Tenderer is a company (whether Private or public), a certified copy of Certificate of Incorporation together with Memorandum and Article of Association shall be submitted. Certificate of Registration with Registrars of Company (ROC) in case of Ltd. / Pvt. Ltd. company/PSU, if required shall be submitted by the Tenderer. In other cases, certified copy of Certificate of Incorporation shall be submitted by the Tenderer.

9. Tenderer shall submit a Power of Attorney in favour of signatory (ies) duly attested by the notary as per ANNEXURE III. This format is for the purpose of guidance only and deviation in the wording can be accepted.

10. Tenderer shall also submit an Affidavit duly attested by Notary as per ANNEXURE IV certifying that the documents submitted along with the tender are under his knowledge and are authentic, genuine, copy of their originals and no part of them is false, forged or fabricated.

11. **PRE-CONTRACT INTEGRITY PACT** Tenderer will have to sign the pre-contract integrity pact as per the enclosed proforma at ANNEXURE V for contracts having estimated value of Rs. 11.75 crores or more and duly signed copy has to be submitted with the tender.

12. **COMPLIANCE TO BID REQUIREMENT** Tenderer shall submit a declaration as per ANNEXURE VI with the technical bid confirming that he/she/they has understood the tender documents and his/ her/ their bid complies with the tender requirements / terms & conditions of the tender documents, he/she/they has/have quoted the rates without any condition and deviation and the rates quoted are as per the tender documents.

13. Technical bids would be opened **at 1.30 p.m. on 9/11/2023** and the same would be examined by the committee of the TTAADC officers. In the event of any of the documents found fabricated/ tempered/ forged/ altered/ manipulated in the technical bid then the EMD of the contractor would be forfeited and his/their financial bid would not be opened. TTAADC reserve its rights to disqualify the tenderer and to blacklist/ debar for future participation for next five years.

14. Date of opening of financial bids shall be intimated later on.

15. Tenderers or their authorized representative who may wish to be present, may attend the opening of the technical bids whereas financial bids by only those who are found eligible in technical bids.

16. Corrigendum/Addendum to this Tender, if any, will be published on website www.ttaadc.gov.in Newspaper press advertisement shall not be issued for the same.

17. It is works contract. There is no EMD exemption on account of MSME.



Principal Officer (Forests
TTAADC:: Khumulwng

**TRUPURA TRIBAL AREAS AUTONOMOUS DISTRICT COUNCIL
OFFICE OF THE PRINCIPAL OFFICER (FORESTS)
KHUMULWNG:: TRIPURA(WEST)**

INSTRUCTIONS TO TENDERERS

The Expression of Interest (EoI) in sealed cover are invited on behalf of TTAADC, Khumulwng, Tripura for **Selection of Contractor for the supply, installation, commissioning and O & M on “Theme based Musical Water fountain at lake of Khumulwng Eco-Park.”**

1. Tenderer should submit all the required documents with the tender under valid signature. Submission of tender with valid signature shall imply that all tender terms & conditions are accepted by the tenderer.

2. Tenderer signature on the Tender form will be considered as their confirmation that they have read and accepted all the conditions laid down in the tender documents, unless specific deviation is quoted in the technical bid.

3. Tender form is not transferrable and the same is to be submitted with signature/ signed by the pre- authorized personnel of the tenderer. **All the tender documents both Technical Bid and Financial bid scan copy is to be submitted through the official website –www.ttaadc.gov.in (with protected password and password may share by tenderer on the day of opening of tender) and the original copy of the tender by registered post only to the office address -The Principal Officer (Forest), TTAADC, Khumulwng, West Tripura, PO:-Khumulwng, Jirania, West Tripura, Pin code:-799045, PS:-Radhapur only along with copies of credential papers.**

4. For whatsoever reasons, if any part of TTAADC tender document is not submitted by the Tenderer, other than financial and technical offers and requisite Pre-Qualifying credentials, in that case the missing part of the tender document shall be treated as read and acceptable to Tenderer. Missing part of TTAADC tender document shall not be called for re-submission, however, the same shall form part of contract agreement and shall be binding on Tenderer.

5. The tender without the prescribed earnest money, shall be summarily rejected.

6. Any request for recovery from outstanding bills for earnest money against present tender will not under any circumstances is entertained. Tenders submitted with earnest money in the forms other than specified in NIT (Notice Inviting Tender) shall not be considered.

7. No interest shall be allowed on the Earnest Money.

8. Earnest money of the unqualified Tenderers shall be released after finalization of Technical bid in case of Two Bid System of tendering. EMD (Earnest Money deposit) of technically qualified but unsuccessful Tenderer will be refunded after the award of Tender. EMD of unsuccessful Tenderers shall be released after finalization of tender. The Tenderer is advised to provide name of bank, account number, branch code and RTGS code for account maintained by them/him for any financial transaction, if found necessary.

9. For the successful Tenderer, earnest money will be retained as part of the security deposit in terms of CLAUSES OF CONTRACT. The earnest money of other Tenderers shall, save as herein before provided, be returned to them, but TTAADC shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay any interest thereon.

10. The Tender notice and Notice Inviting Tender shall form the part of contract document. The successful Tenderer/s shall be required to execute an agreement with TTAADC in prescribed Proforma at ANNEXURE VII within a maximum period of 30 days after date of issue of LOI for carrying out the work as per the agreed conditions. Failure to do so shall constitute a breach, in which case, TTAADC would be at liberty to not only terminate the contract but also forfeit EMD and Performance Guarantee if any. The cost of stamp paper for the

agreement will be borne by contractor. The contract agreement shall consist of: The Press Notification, Tender Notice, Notice Inviting Tender, Instructions to Tenderers, all the documents of tender & contract for works including special conditions of contract, technical specifications and drawings, if any, forming the part of tender documents as issued/ downloaded by the Tenderer from the websites at the time of invitation of tender and acceptance thereof together with any correspondence with them leading there to and also the correspondence related with verification of credentials.

11. The contract operations and proceeding in connection with the works at all times be conducted during the continuance of contract in accordance with the laws, ordinances, rules and regulations for the time being in force and the contractors shall further observe and comply with the bylaws & regulations of the Government of India, State Government, local Municipalities and other authorities having jurisdiction over area involved in connection with the works of site & over operations such as those as carried out by the contractor/s and shall give all notices required by such by-laws & regulations. The hospital and medical regulations in force for the time being shall also be complied with by the contractor/ contractors and his workmen.

12. The contractor shall be responsible for the observance of the rules and regulations under the Mines Act and Mineral Rules and Indian Metallurgical rules and regulations of State Government concerned as amended from time to time.

13. The contractor shall at all times keep the TTAADC indemnified against all penalties that may be imposed by the Government of India or State Government for infringement of any other clauses of the mines act and rules made there under in respect of the quarries from which the quarry material for these works is procured.

14. The Tenderer/s shall not increase his/their rate in case TTAADC negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of original offer and rates originally quoted will be binding on the Tenderer/s.

15. The Tenderer/s shall submit an analysis of rates, if called upon to do so.

16. Contractor is required to get himself registered as per Building & Other Construction Workers Cess Act 1996, PF Registration, Goods and Service Tax, etc, as per Govt. of India law.

17. Time is the essence of the contract. In order to complete the work within the scheduled time, the Tenderer is required to submit a PERT/ BAR CHART for major mile stones for various activities indicating the time required for the same along with Performance Guarantee.

18. Copies of the drawing and documents pertaining to the works will be open for inspection by the Tenderers in the office of the Principal Officer (Forest), TTAADC.

19. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. In case of hindrances, if any, because of telephone line, electric cables, overhead lines etc. passing over the site, the contractor shall be entitled for extension of time under clause 5 of the agreement. No claim of extra payment and damages of any sort shall be entertained on this account. A Tenderer shall be deemed to have full knowledge of the site whether he/ they inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Tenderer shall be responsible for arranging and maintaining at his own cost, all materials, tools and

plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for, in the contract documents. Submission of a tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc. will be issued (if any) to him by the Corporation and local conditions and other factors having a bearing on the execution of the work.

20. The Competent Authority on behalf of TTAADC does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled and any condition including that of conditional rebate is put forth by the Tenderer shall be summarily rejected.

21. The Competent Authority on behalf of TTAADC does not bind himself to accept the lowest tender and reserves to himself the right of accepting the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rate quoted.

22. Tenders containing any condition leading to unknown/indefinite liabilities shall be summarily rejected.

23. If at all any rebate / rebates is/are offered the Tenderer shall first quote his rates strictly on the terms and conditions stipulated in the tender document and then show separately any rebates(s) offered specifying the reasons / conditions for such rebate(s), failure to follow this procedure will render the tender liable to rejection.

24. Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

25. In the financial bid the prices/ rates must be filled after downloading the financial bid document in the prescribed format issued. The financial bid should be saved and duly filled up using the documents.

26. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Principal Officer (Forest), TTAADC shall be communicated to the Competent Authority.

27. Under Income Tax Act, 1961, a deduction for income tax along with surcharge as applicable will be made from sums paid on account and final payments for carrying out the work under this contract.

28. The Tenderer shall be required to pay cess @ 1% of cost of construction work in accordance with each bill payable on account of such construction to the concerned State Govt. (Labour Deptt.). Cost of material shall be outside the purview of cess, when supplied under a separate schedule items. TTAADC shall not entertain any claim whatsoever in this respect.

29. The tenderer shall submit the CA Certificate, balance sheets with Profit & Loss account statement of specified preceding four years in respect of financial turnover, Contractor registration Certificate, Power of Attorney, Affidavit of Proprietorship/Memorandum & Article of Association, PF Registration Certificate, PAN Card, Bar Chart, similar nature works completion certificates & their work orders, Goods and Service Tax Registration Certificate, list of personnel, list of tools, plants and machinery and undertaking tender documents.

30. No additional documents will be entertained after tender opening, except clarification documents required if any, regarding already submitted documents with tender.

31. For deciding eligibility of tender, it is mandatory for Tenderer to submit Affidavit (as per ANNEXURE IV), EMD, Financial Turnover (Balance Sheets with Profit & Loss Account of specified preceding three years as per NIT). Similar nature of work experience certificates of requisite magnitude (as per NIT) and Pre-Contract Integrity Pact (applicable for the estimated value of Rs.2.00 crore or more) as per ANNEXURE V, failing which the tender shall be summarily rejected.

32. All other documents like PAN Card, PF Registration, Goods and Services Tax Registration Certificate, Bar/PERT Chart, List of plant & machinery, list of permanent technical persons, Bank details, Annexure-IX & X etc. as per pre-qualifying Proforma/ comparative statement, are also required to be submitted along with tender. The missing documents if any must be submitted within 10 days from the date it is sought by TTAADC. The missing documents if called for after the scrutiny of technical bid should not be of a date later than the date of submission of bid.

NOTE: (a) TTAADC, if necessary, can ask the tenderer for any specific clarification relating to qualifying document/condition within the specified time of 10 days. For this purpose, the procedure stated below is to be followed and the specific clarification and missing document is required to be submitted on as per the procedure prescribed therein.

(b) The tenderer has the option to respond or not to respond to these queries.

(c) The request for clarification and the missing document(s) by the TTAADC and the response of the tenderer shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.

(d) If the tenderer fails to respond, within the stipulated time period or the clarification(s)/document (s) submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.

For obtaining clarification/ missing documents, following procedure is to be followed:

- (i) An icon for clarification shall appear on “Bid details” page (in front of each of the tenderer’s name) at TTAADC end after opening of Technical /Financial Bid.
- (ii) TTAADC shall click on clarification icon for the desired tenderer and enter the details of clarifications/missing documents sought within the prescribed time.
- (iii) After entering the details of clarification /missing document sought by the TTAADC, same icon shall appear at tenderer’s end for replying to the particular clarification/missing document sought by the TTAADC. The system will also send the alert to the tenderer at his registered email address about the clarifications/ missing document sought by the TTAADC.
- (iv) Tenderer will click on clarification icon and will reply to the same and submit the required documents (optional) in support of clarifications sought and also submit missing document, if any, within the prescribed time. Tenderer cannot ask for any clarification from the TTAADC.
- (v) Once the prescribed time expires, no further submission period shall be entertained.
- (vi) After expiry of prescribed time, TTAADC shall download the clarification /missing document submitted by the bidder.

33. If the tender is made by Proprietary firm, it shall be signed by the proprietor with his full name and full name of his firm with its current address.

34. If the application is made by a firm in Partnership, it shall be signed by all partners of the firm above their full names and current addresses or by a partner holding the power of attorney for the firm by signing the applications in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the Partnership deed, current address of the firm and the full names, and current addresses of all the partners of the firm shall also accompany the application.

35. If the application is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the application in which case a certified copy of the Power of Attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence, before the contract is awarded.

36. If the Tenderer/Tenderers deliberately gives/give wrong information or conceals some facts in his/their tender or creates/create circumstances for the acceptance of his/their tender fraudulently, the TTAADC reserve the right to reject such tender at any stage, along with forfeiture of earnest money deposit. Tenderers are liable to face the penalty of banning of business dealings with him by TTAADC.

37. 37.1 Notwithstanding anything contained in the clause above, the Tenderer shall execute the Power of Attorney in prescribed format as mentioned in ANNEXURE III and shall conform to the following :-

37.2 A company, while executing Power of Attorney must make conformity with the board resolution and the charter documents giving the power to issue the said Power of Attorney including further sub delegation of the same by the said POA holder only.

37.3 “Unless notified in writing to the Tendering Authority, the Authority shall recognize only that POA holder for the purposes of tender submission and matters related thereto whose notice and necessary POA document was submitted to the Authority at the time of tender submission”.

37.4 While for a partnership firm either all the partners of the partnership firm shall execute and confirm the Power of Attorney if executed or there shall exist a Power of Attorney in favour of the Partners executing the Power of Attorney for the delegation of power on behalf of the Tenderer.

37.5 The Power of Attorney being executed by the Tenderer herein shall be executed in favour of only its Partner or Director or Salaried employee. And in case the POA is being executed by the Tenderer in favour of its salaried employee, the said employee should have worked for at least more than 1 year continuously with the Tenderer and the Tenderer should furnish the following.

- Name
- Designation
- Mobile/Contact no.
- Employment letter /agreement issued by the firm
- Identity card with number, issued by the firm
- Information about the wages paid i.e (Salary slips)
- Form-16
- PAN card
- PF Number
- Power of Attorney as per ANNEXURE III

37.6 TTAADC will not be bound by the Power of Attorney furnished by the Tenderer and acceptance of the same shall be at the sole discretion of the TTAADC.

37.7 There can validly exist only a single Power of Attorney at any given time. The Power of Attorney executed and accepted by TTAADC shall stand revoked on issuance of any new Power of Attorney issued within the rules herein, with regard to this particular Project.

37.8 During the subsistence of contract if the Power of Attorney holder is found to be creating mischief or involved in any illegal or unlawful activity, TTAADC will at its sole discretion reject the Power of Attorney of such person submitted by the Tenderer and the Tenderer would be required to issue a fresh Power of Attorney within the rules herein in favour or authorized person, stated above, within a period of 10 days of being so notified.

38. Should a Tenderer find discrepancies or omissions in the drawings or any of the Tender forms or should he be in doubt as to their meaning, he should at once notify (within 10 days of start of tender sale) to the authority inviting tenders, who may send a written intimation to all Tenderers. It should be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

39. The TTAADC will not be bound by any power of attorney granted by the Tenderer or by change in the composition of the firm and subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

40. If a Tenderer expires after the submission of his tender or after the acceptance of his tender the TTAADC shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the

acceptance of their tender, the TTAADC shall deem such tender as cancelled, unless the firm retains its character. However, in such cases, the amount of earnest money will be refunded to the legal heir on production of successor certificate.

41. In Tendering, Bids by through website www.ttaadc.gov.in only shall be accepted and the original credential copies tender documents may reached to PO (Forest), TTAADC, Khumulwng before the opening of the Technical Bids.

42. Submission of tender and credential documents through post office is sole risk & responsibility of the Tenderer. Any claim on this account will not be entertained. Hence, Tenderer should ensure that tender along with all requisite credential papers should be submitted on or before tender submission date and time.

43. The Tenderer shall have to submit an affidavit as per ANNEXURE X along with the tender.

44. The time allowed for carrying out the work will be One Month from the date of start as defined in Schedule 'F' or from the first date of handing over the site, whichever is later in accordance with the phasing, if any, indicated in the tender documents.

45. Tender documents consisting of plans, technical specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the contractor whose tender may be accepted and other necessary documents, can be seen in the office of the Principal Officer (Forest), TTAADC between 11.00 a.m. to 4.00 p.m. from 10.10.2023 to 8.11.2023 at on every working day except on Sundays and Public Holidays.

46. The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (five percent) of the tendered amount within the period specified in Schedule 'F'. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs.10, 000/-) or deposit at call receipt of any schedule bank/Banker's cheque of any schedule bank/ demand draft of any scheduled bank(in case guarantee amount is less than Rs.1,00,000/-)/or Govt. Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in favour of Principal Officer (Forest),TTAADC in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

47. The contractor should quote the rate in prescribed proforma available with the tender in format and sign. In the event of signing the tender by the Tenderer in an Indian language, the percentage above or below the Estimated Cost and tendered amount in case of percentage rate tenders and total amount in case of item rate tender should also be written in the same language. In the case of illiterate contractors, the rates or the amounts tendered to be attested by a witness.

48. The Tenderer, apart from being a contractor of appropriate class must associate himself with agencies of the appropriate class which are eligible to tender, for (i) Electrical (ii) Sanitary and Water Supply Installation and (iii) Horticulture.

49. The contractor shall not be permitted to tender for works in the TTAADC in which his near relative is posted as Accounts Officer or as any officer in any capacity between the grade of Principal Officer (Forest),TTAADC (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the TTAADC. **The contractor would also be debarred from tendering in the TTAADC for five years for any breach of this condition.**

50. No Engineer employed in Engineering or Administrative duties in Engineering Division of the TTAADC is allowed to work as a contractor and also an employee of contractor for a period of two years after his retirement from Corporation service, without the previous permission of the Central Warehousing Corporation in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the TTAADC Authority as aforesaid before submission of the tender or engagement in the contractor's service.

51. Conditions of Contract and Specifications:

51.1 Works will be carried out according to the Conditions of Contract, Specifications with up to date correction slips along with special conditions of contract, technical specifications and approved drawings of issued document. For roads and pavements, MORTH Specifications shall be followed. If, however, any particular item or issue is not

covered by these specifications and special specifications, then the work shall be carried out in accordance to relevant BIS (IS) Codes and Code of practice.

51.2 The bid document shall be taken as complimentary and mutually explanatory of one another but in case of ambiguity or discrepancy, shall take precedence as per Conditions of Contract.

52 The contractor shall submit list of works which are in hand (Progress) in the following form:

Name of Work	Name and particulars of Department/Organization where work is being executed	Amount of Works	Position of work in progress	Remarks
1	2	3	4	5

53. The special conditions of contract shall be read in conjunction with General Conditions of Contract. Where the provisions of special conditions of contract are at variance with above mentioned documents, the special conditions of contract shall prevail.

54. It is brought to the notice of tenderers that their tender will not be considered if they fail to fulfill the minimum eligibility as indicated in Annexure-A.

55. The form of declaration to be given by the tenderer before tender negotiation which is enclosed at ANNEXURE IX.

56. The Price Variation Clauses namely- Clause 10 C, Clause 10CA & Clause 10CC and for Mobilization Advance Clause 10B (ii) of Conditions of Contract are not applicable in this contract work. The Price quoted by the tenderer and accepted by TTAADC shall remain firm during the currency of contract including the extended period if any. No claim whatsoever shall lie against the TTAADC on account any variation/ Escalation etc. in the rates.

57. The Clause 2A for 'Incentive for Early Completion' is not applicable in this contract work. Principal Officer (forest), TTAADC For and on behalf of TTAADC.

Principal Officer (Forests)
TTAADC:: Khumulwng

Annexure-A

Name of Work: - **Selection of Contractor for the supply, installation, commissioning and O & M on Theme based Musical Water fountain at lake of Khumulwng Eco-Park.**

MINIMUM CRITERIA FOR ELIGIBILITY OF THE TENDERERS

- 1) EMD: Rs.1, 00,000/-
- 2) Tender Processing Fees: Rs.10, 000/-

Contractor must submit the following: The EMD to be paid through Cheque/Draft and receipt of the same should be submitted along with tender document in favour of Principal Officer (Forest), TTAADC. The TTAADC account details are given below: **a. Name of Account Holder:-PRINCIPAL OFFICER FOREST**

Name of the bank: TRIPURA GRAMIN BANK

Branch:-Khumulwng

Account No. : 8039010001311.

IFSC Code No: PUNB0RRBTGB.

Tender processing fee (Non- refundable) would be paid mandatorily in favour of Principal Officer (Forest), TTAADC. The last date and time of receipt of EMD, cost of tender and processing fee shall be the due date and during the submission of Expression of Interest.

2) EXPERIENCE CERTIFICATE: Tenderer should have completed successfully at least one similar nature of work " (i.e Musical fountain theme based /repair work)" of value not less than Rs.2.24 crores (35% of the Estimated Cost) during the preceding four financial years (i.e. 2019-20, 2020-21 & 2021-22 & 2022-23) & current year (2023-24) up to the date of tender submission.

3) TURNOVER: Contractor must have a minimum average annual financial turnover of Rs.10.00crores (100% of Estimated Cost) during the preceding three financial years ending 31st March previous to the financial year in which tenders are invited and enclose the audited Balance Sheet and Statement of Profit & Loss for the preceding three financial years with the tender. In case Balance Sheet and Statement of Profit & Loss for the immediate preceding financial year have not been prepared/audited, the account for one more preceding financial year can be submitted.

4) AFFIDAVIT (ANNEXURE IV) duly filled up and signed on stamp paper.

5) PRE-CONTRACT INTEGRITY PACT Tenderer will have to sign the pre-contract integrity pact as per the enclosed proforma at ANNEXURE V for contracts having estimated value of Rs. 10.00 crore or more and duly signed copy has to be submitted with the tender.

NOTE:

- i) Tenderer not fulfilling the above requirements, shall be summarily rejected.
- ii) In case the tenderer does not submit turnover for any of the specified financial year(s), then the turnover for that year shall be taken as "NIL" for the purpose of evaluation of tenderer.
- iii) For judging the technical eligibility only those works which had been executed for the Govt. or Semi Governmental Organization, State Govt., PSU & their subsidiary shall be considered and the tenderer will submit the certificate to this effect from the officer concerned duly signed under the official seal. It should be noted that credentials for the works executed for Private Organizations shall not be considered.
- iv) The work experience certificate of works executed on back to back basis/ subletted works shall not be considered.



Principal Officer (Forests)

TENDER FORM & ANNEXURE

“TENDER & CONTRACT”
PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

(A)Tender for the work of **Selection of Contractor for the supply, installation, commissioning and O & M on Theme based Musical Water fountain at Lake of Khumulwng Eco-Park.**

(i)To be submitted with signature/ signed by the pre- authorized personnel of the tenderer. **All the tender documents scan copy is to be submitted through the official website –www.ttaadc.gov.in only and the original copy of the tender by registered post only to the office address -The Principal Officer (Forest), TTAADC, Khumulwng, West Tripura, PO:-Khumulwng , Jirania, West Tripura, Pin code:-799045, PS:-Radhapur along with copies of credential papers.**

(ii)To be opened in presence of Tenderers or their authorized representative who may wish to be present on 9.11.2023 at 1.30 PM. in the office of The Chief executive Officer, TTAADC, Khumulwng, Jirania, West Tripura, PIN Code:-799045 in presence of Tender Monitoring Committee of TTAADC.

T E N D E R

I/We have read and examined the Tender Notice, Notice Inviting Tender, Schedule A, B, C, D, E & F, specifications applicable, drawings and designs, general rules and directions, conditions of contract, clauses of contract, special conditions, schedule of rate and other documents and rules referred to in the conditions of contract and all other contents in the tender documents for the work.

I/We hereby tender for execution of the work specified for the TTAADC within the time specified in Schedule ‘F’, viz., Schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 of General Rules and Directions and in clause 11 of the General Conditions of Contract and with such materials as are provided for by, and in respects in accordance with such conditions so far as applicable.

I/We agree to keep the tender open for ninety days from the date of opening of financial bid under two bid system and not to make any modifications in its terms and conditions.

A sum of Rs _____ including GST is hereby submitted through e-payment as EMD and cost of the tender Rs _____. If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the TTAADC shall without prejudice to any other right/remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We, fail to commence the work as specified, I/We agree that the TTAADC shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by the Corporation towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule ‘F’ and those in excess of that limit at the rates to be determined in accordance with the provisions contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money and Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

“I/we undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in TTAADC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-charge shall be free to forfeit the entire amount of Earnest money Deposit/Performance Guarantee.”

I/We hereby declare that I/We shall treat tender documents, drawings and other records connected with the work as secret / confidential documents and shall not communicate information/ derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner pre-judicial to the safety of the TTAADC.

Dated _____

Signature of Contractor
Postal Address Witness:

Witness:
Address:

Occupation:

* Cost of the tender to be deposited along with the EMD would be applicable only to those contractors who will submit the tenders mentioned in the NIT

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of TTAADC for a sum of Rs. _____ Rupees
i.e. _____% above/below the estimated cost of work of Rs. _____
(Rupees _____) The letters referred to below shall form part of this contract agreement.

- a) _____
- b) _____
- c) _____

Dated:

For & on behalf of TTAADC
Signature _____
Designation _____

FORMAT OF NET WORTH

A. The Net Worth of Mr./Ms./M/s _____ for last Financial Year _____ is Rs. _____ lakhs as per his/her/their books of Accounts.

(Note: Net Worth means sum total of paid up share capital plus free reserves. Further any debit balance of Profit and Loss Account and Misc. Expenses to the extent not adjusted / or written off, if any, shall be reduced from Reserves and Surpluses)

Signature of Chartered Accountant

Name:

Membership No.:

Seal:

Date

AFFIDAVIT (For Sole Proprietary Firm)

I,R/o
..... do hereby solemnly affirm and declare as under :-

- 1. That I am Sole Proprietor of (Sole Proprietor Firm Name)
 - 2. That the office of the firm is situated at
-

DEPONENT

Date:
Place:-

VERIFICATION Verified that the contents of my above said affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed there from.

Place:
Date

DEPONENT

ANNEXURE III

**FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY
POWER OF ATTORNEY**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney).

We, M/s. _____ (name of the firm/ company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____ (Name and residential address) who is presently with us and holding the position of _____ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work _____ (name of work), including signing and submission of application/ tender / proposal, participating in the meetings, responding to queries, submission of information/ documents and generally to represent us in all the dealings with TTAADC or any other Government Agency or any person, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with TTAADC and thereafter till the expiry of the Contact Agreement. We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

Dated this the _____ day of _____ 20

(Signature and name of authorized signatory being given Power of Attorney)

(Signature and name in block letters of Proprietor / All the partners of the firm / Authorized Signatory for the Company) (Strike out whichever is not applicable)

Seal of the Proprietorship firm / Partnership firm/ Company

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes: -

-The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- Power of Attorney is to be attested by Notary

AFFIDAVIT

**(FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH THE
TENDER DOCUMENTS)**

(To be executed in presence of Public Notary on non- judicial stamp paper of the value of Rs. 100/- . The stamp paper has to be in the name of the tenderer.)

I _____ (Name and designation) _____ appointed as the attorney/ authorized signatory of the tenderer (including its constituents), M/s. _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the Tender No. _____ of TTAADC, do hereby solemnly affirm and State on behalf of the tenderer including its constituents as under:

1. I/ We the tenderer (s), am/ are signing this document after carefully reading the contents.
2. I/ We the tenderer (s) also accept all the conditions of the tender document and have signed all the pages in confirmation thereof.
3. I/ We hereby declare that I/We have downloaded the tender documents from TTAADC tender portal www.ttaadc.gov.in and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage (i.e. evaluation of tenders & execution of work) The decision of TTAADC with regard to such discrepancies shall be final and binding upon me/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.**
6. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/ false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides suspending of business for minimum one year. Further, I/We _____ [insert name of the tenderer] _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
7. I/ We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time, after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/ SD and Performance Guarantee besides any other action provided in the contract.
8. I/We certify that I/We are not black listed or debarred by MES/CPWD/Railways /any Govt. Department / State PWDs/ PSU (Public Sector Undertaking) and Govt. Sector Construction Agencies from participation in tenders/contract on the date of opening of bids.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/ our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:-

Dated:-

Details as appropriate are to be filled in suitably by tenderer.

Attestation before Magistrate/ Notary Public.

PRE CONTRACT INTEGRITY PACT

General This pre-bid/pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between on one hand, the TTAADC acting through PO(Forest),TTAADC which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, (Name of the contractor) (hereinafter called TENDERER which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. WHEREAS the TTAADC proposes to Construct ----- Theme based water Musical fountain with -----at and the TENDERER is willing to execute the items of work /Section as per schedule of work, the work order issued, General conditions of the contract of TTAADC specifications.

WHEREAS the TENDERER is a private company/public company/Government undertaking/partnership firm constituted in accordance with the relevant law in the matter and the TTAADC is a Autonomous body.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:- Enabling the TTAADC to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling TENDERER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the TTAADC will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

Commitments of the TTAADC

1.1 The TTAADC undertakes that no official of the TTAADC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the TENDERER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The TTAADC will, during the pre-contractor stage, treat all TENDERERS alike and will provide to all TENDERERS the same information and will not provide any such information to any particular TENDERER which could afford an advantage to that particular TENDERER in comparison to other TENDERERS.

1.3 All the officials of the TTAADC will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the TENDERER to the TTAADC with full and verifiable facts and the same is prima facie found to be correct by the, TTAADC necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the TTAADC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the TTAADC the proceedings under the contract would not be stalled.

Commitments of TENDERERS

The TENDERER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1The TENDERER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the TTAADC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2The TENDERER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the TTAADC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the TTAADC for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the TTAADC.

3.3 The TENDERER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the TTAADC or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.4 The TENDERER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.5 The TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.6 The TENDERER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the TTAADC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The TENDERER also undertakes to exercise due and adequate care lest any such information is divulged.

3.7 The TENDERER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.8 The TENDERER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.9 If the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, either directly or indirectly, is a relative of any of the officers of the TTAADC, or alternatively, if any relative of an officer of the TTAADC has financial interest/stake in the TENDERER's firm, the same shall be disclosed by the TENDERER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 25

3.10 The TENDERER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the TTAADC.

4. Previous Transgression

4.1 The TENDERER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify TENDERER's exclusion from the tender process.

4.2 The TENDERER agrees that if it makes incorrect statement on this subject, TENDERER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting Technical bid, the TENDERER shall deposit an amount of Rs. _____ (to be specified in NIT) as Earnest Money, with the TTAADC through any of the following instruments:

(i) Bank Draft or a Pay Order or deposit at call receipt of a scheduled/nationalized favour of Principal Officer (Forest), TTAADC.

(ii) Any other mode or through any other instrument (to be specified in the NIT).

5.2 The Earnest Money/Security Deposit and performance guarantee shall be valid for the period as per the relevant terms & condition of the contract

5.3 No interest shall be payable by the TTAADC to the TENDERER on Earnest Money/Security Deposit/performance guarantee for the period of its currency and up to their validity.

6. Sanctions for Violations

Any breach of the aforesaid provision by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER) shall entitle the TTAADC to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the TENDERER. However, the proceedings with the other TENDERER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the TTAADC and the TTAADC shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the TENDERER.
- (iv) To recover all sums already paid by the TTAADC, and in case of an Indian TENDERER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a TENDERER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the TENDERER from the TTAADC in connection with any other contract

for any other stores/work such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the TENDERER, in order to recover the payments, already made by the TTAADC, along with interest.
- (vi) To cancel all or any other Contracts with the TENDERER. The TENDERER shall be liable to pay compensation for any loss or damage to the TTAADC resulting from such cancellation/rescission and the TTAADC shall be entitled to deduct the amount so payable from the money(s) due to the TENDERER.
- (vii) To debar the TENDERER from participating in future bidding processes of the TTAADC for a minimum period of five years, which may be further extended at the discretion of the TTAADC.
- (viii) To recover all sums paid in violation of this Pact by TENDERER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the TTAADC with the TENDERER, the same shall not be opened.,
- (x) Forfeiture of Performance Bond in case of a decision by the TTAADC to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The TTAADC will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the TTAADC to the effect that a breach of the provisions of this Pact has been committed by the TENDERER shall be final and conclusive on the TENDERER. However, the TENDERER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

The TENDERER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the TENDERER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the TENDERER to the TTAADC, if the contract has already been concluded.

8. Independent Monitor

The TTAADC may appoint an Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the State/Central Vigilance Commission. The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. Both the Parties accept that the monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the TTAADC. The TENDERER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the TTAADC including that provided by the TENDERER. The TENDERER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the TENDERER/Subcontractor(s) with confidentiality.

The CORPORATION will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

The Monitor will submit a written report to the designated Authority of TTAADC within 8 to 10 weeks from the date of reference or intimation to him by the TTAADC / TENDERER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the TTAADC or its agencies shall be entitled to examine all the documents including the Books of Accounts of the TENDERER

and the TENDERER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the TTAADC.

11. Other Legal Actions

The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the TTAADC and the TENDERER/Seller, including warranty period, whichever is later. In case TENDERER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract. Should one or several provisions of this Pact out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at _____ on _____

CORPORATION

Name of the Officer

Designation TENDERER

Witness

- 1. _____
- 2. _____

Witness

- 1. _____
- 2. _____

ANNEXURE VI

COMPLIANCE TO BID REQUIREMENT

We hereby confirm that we have gone through and understood the Tender Document and our bid complies with the requirements / terms and conditions of the Tender Document and subsequent addendum / corrigendum (if any), issued by TTAADC, without any deviation / exception / comments / assumptions. We also confirm that we have quoted the rates without any condition and deviation. The Tender has been submitted along with the required documents and same have been submitted under signatures of the authorized signatory. We undertake that the tender document shall be deemed to be our bid and in the event of award of work to us, the same shall be considered for constitution of contract agreement. Further, we shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to us.

We further confirm that we have quoted our rates in our financial bid as per the conditions of the Tender Document and for all the items.

Stamp and signature of the TENDERER: _____

Name of the TENDERER: _____

NOTE: To be stamped and signed by the authorized signatory who is signing the Bid and submitted along with the Technical Bid.

**TRUPURA TRIBAL AREAS AUTONOMOUS DISTRICT COUNCIL
OFFICE OF THE PRINCIPAL OFFICER (FORESTS)
KHUMULWNG:: TRIPURA(WEST)**

Agreement For Item / Percentage Rates For Works

This Agreement for execution of work executed at _____ this day of the _____ 20__ by the TTAADC Authority and M/S _____ a partnership firm from consisting of partners namely (i) _____ (ii) _____ (iii) _____/company registered under companies Act/individual carrying on business in the name and style of _____(herein under called “contractor” which term shall mean and include unless repugnant to the context his/ their executors. Administrators, legal and personal representatives Witness Seth as follows:

WHEREAS the Corporation requires _____to be constructed at _____and whereas the contractor has agreed to execute the items of work Section as per General Conditions of Contract and Schedule of Work attached.

AND WHEREAS the contractor having agreed to execute the above referred items of works/ Section it is hereby agreed that the terms and conditions of the contract as enumerated in General Conditions of Contract (Broad Heading of which are given in the Index thereto) item of works/ section as per Schedule of work, the work order issued and specification of the TTAADC for the time being enforce shall form an integral part sole repository of the terms and conditions of this contract.

In witness where of the aforementioned parties to the contract have affixes their signatures.

Contractor Witness & address

Name:-

Date:-

For and on behalf of the Corporation Witness & address

Name:-

Address:-

ANNEXURE VIII

Form of Performance Security Bank Guarantee Bond

In consideration of TTAADC, Khumulwng having offered to accept the Letter of Intent no. _____ dated _____ and the terms and conditions of the proposed agreement between Corporation and _____ (hereinafter called "the said contractor(s)") for the work of _____ (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We _____ (hereinafter referred to as "the Bank") hereby undertake to pay (Indicate the name of the Bank) TTAADC an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the TTAADC.

1. We _____ do hereby undertake to pay the amounts due and payable under (indicate the name of the Bank) Guarantee without any demure, merely on a demand from the TTAADC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
2. We, the said bank further undertake to pay to the TTAADC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under, and the contractors (s) shall have no claim against us for making such payment.
3. We _____ further agree that the guarantee herein contained shall remain in (indicate the name of the bank) and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the TTAADC under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till PO(Forest),TTAADC on behalf of the TTAADC certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
4. We _____ further agree with the Central Warehousing Corporation that the (indicate the name of the bank) TTAADC shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Central Warehousing Corporation against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any forbearance, act if omission on the part of the TTAADC or any indulgence by the TTAADC to the said contractor (s) or by any such matter or things whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor (s).
6. We _____ lastly undertake not to revoke this guarantee except with the (indicate the name of the bank) previous consent of the Central Warehousing Corporation in writing.
7. This guarantee shall be valid up to _____. Unless extended on demand by TTAADC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rs. _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged Dated the _____ date of _____ for _____ (Indicate the name of bank)

ANNEXURE IX

**FORM OF DECLARATION TO BE GIVEN BY THE TENDERER BEFORE TENDER
NEGOTIATION**

I/We..... do declare that in the event of failure of the contemplated negotiations relating to Tender No. opened on my original tender shall remain open for acceptance on its original terms and conditions.

I/We also declare that I/We am aware that during this negotiation, I cannot increase the originally quoted rates against any of the individual items and that in the event of my doing so, the same would not be considered at all i.e. reduction in rates during negotiation alone would be considered and for some items if I/We increase the rates, the same would not be considered and in lieu my originally quoted rates alone would be considered and my offer would be evaluated accordingly.

Signature of Tenderer's with stamp

AFFIDAVIT

**(To be submitted by bidder on non-judicial stamp paper
of minimum value as per law along with their Tender)**

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in TTAADC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the TTAADC Authority shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee. (scanned copy of this affidavit to be submitted at the time of submission of tender).

Signature of Tenderer Postal Address Stamp

Witness:

Address:

Occupation:-