

## **GENERAL TERMS & CONDITION:**

1. Bid documents consisting of qualification information and eligibility criteria of bidders, specifications and the set of terms and conditions of the contract to be complied by the bidder, is publicly visible in the website <https://tripuratenders.gov.in> free of cost between **Document download Start date** and **Bid Submission End date**.
2. Bids will be opened online through website <https://tripuratenders.gov.in> on **28<sup>th</sup> August, 2025** at **5:00 PM** in the office of the **Director, Skill Development, ITI Road, Indranagar, Agartala, 799006, West Tripura**. If the office happen to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue, if possible.
3. **Earnest Money Deposit (EMD) & Tender Fee:**
  - 3.1. **EMD (Refundable): Rs.12,736.80/- (Rupees Twelve Thousand Seven Hundred Thirty Six and Eighty Paisa) only.**
  - 3.2. **Tender Fee (Non-refundable): INR 1,500/- (Rs. One Thousand Five Hundred only)**
  - 3.3. **Tender Fee and EMD are to be paid electronically using the Online Payment Facility provided in the Portal.**
  - 3.4. **The EMD amount shall be refunded to all the bidders in their respective Bank Account, after the Award of Contract (AoC) event is completed in the Tripura e Procurement Portal, on receipt of Performance Bank Guarantee from the selected bidders.**
  - 3.5. **No interest will be paid to the bidders on EMD submitted.**
  - 3.6. **EMD of the bidder may be forfeited if in any case found to have made false Declaration or Claims.**
  - 3.7. **Bid Inviting Authority may forfeit the EMD amount and Cancel the Bid, if the selected bidders does not start the work as stipulated, after being awarded the Contract.**

## **4. Signing:**

If an individual makes the bid, it shall be digitally signed by him/her and the undertaking shall also be signed with his/her full name and his/her address. If a firm makes the bid, a member of the firm shall digitally sign it and the undertaking shall be signed with the co-partnership name by the same member of the firm, who shall also sign his/her own name, and the name and address of each member of the firm shall be given. If the bid is made by a corporation, it shall be digitally signed by a duly authorized officer and the undertaking shall also be signed by the same duly authorized officer who shall produce with his/her bid satisfactory evidence of his/her authorization. Such corporation submitting bids may be required to furnish evidence of its corporate existence before the contract is executed.

## **BID OPENING AND EVALUATION**

### **5. Bid Opening**

The bid will be opened online by the Bid openers **on behalf of the Director, Skill Development, Govt. of Tripura** at the time, date and venue as specified in the bid documents. Bids shall be scrutinized in accordance with the conditions stipulated in the Bid document. In case of any discrepancy of non-adherence Conditions, the Bid accepting authority shall communicate the same which will be binding both on the bid Opening authority and the Bidder. In case of any ambiguity, the decision taken by the Bid Accepting Authority on bids shall be final.

### **6. Bid Evaluation**

All the statement, documents, certificates etc., submitted/uploaded by the bidder will be verified by the Bid Evaluation Committee. The clarifications, particulars, if any, required from the bidders, will be obtained by



addressing the bidders. Bids will be evaluated against the specified parameters / criteria same as in the case of conventional bids and the qualified bidders will be identified. The result of bids evaluation can be seen in the e-procurement application <https://tripuratenders.gov.in> by all the bidders who participated in the Bid.

**Details of 'Bid Evaluation Committee' shall be uploaded in the e-procurement portal <https://tripuratenders.gov.in> and all the bidders can access the same.**

Bid Inviting Authority may cancel the bid at any stage without any prior notice.

#### **AWARD OF CONTRACT**

##### **7. Award Criteria**

The Director of Skill Development, Govt. of Tripura will award or recommend to the Competent bid accepting authority for award of the contract to the Bidder who is found Technically Qualified as per the Bid conditions as final by the State Project Approval Committee.

The bid accepting authority reserves the right to accept or reject any Bid or all bids and to cancel the Bidding process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the reasons for such action.

##### **8. Notification of Award of Contract.**

The Bidder whose Bid has been accepted will be notified of the award of contract by any authorized official, prior to expiration of the Bid validity period by publishing the Award of Contract in the Tripura Tenders portal and also may send the same through registered letter.

##### **9. Corrupt or Fraudulent Practices**

The Department require that the bidders/ suppliers / Bidders under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Department:

- a. Define for the purposes of the provision, the terms set forth below as follows:
  1. "Corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Government official in procurement process or in contract execution: and
  2. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish in Bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.
- b. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c. Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government Contract.
- d. Furthermore, Bidders shall be aware of the provisions stated in the General Conditions of Contract.

##### **10. Period of the Assignment**

The tenure of assignment / contract would be for a period of 3-6 months from the date of signing of agreement. If performance of the agency is found be dissatisfactory, DSD reserves the right to cancel the work order immediately without providing any necessary explanation.

Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications. The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required by the Bid Documents or submission of a proposal not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.

#### **11. Bid Submission Format and Documents Comprising of Proposals**

The entire proposal shall be strictly as per the format specified in this E TENDER. Proposals with deviation from this format shall be rejected. Details of the format can be found in Annexure of this document. Please note that this is no deviation bid and any deviation or conditional response will lead to disqualification of the bidder from entire tender process.

Bidders shall furnish the required information on their technical and financial proposals in specified formats only. Any deviations in format may make the tender liable for rejection. Disclosure of Financial information of the proposal in Technical Envelope shall be sufficient grounds for rejection of the proposal.

#### **12. Termination under this Contract**

DSD may terminate the agreement by any time by providing written notice to the Agencies in the following ways

- i. Termination by Default for failing to perform obligations under the Contractor
- ii. If the quality is not up to the specification or in the event of non-adherence to time schedule.
- iii. Termination for Convenience in whole or in part thereof, at anytime
- iv. Termination for Insolvency if the Agencies become bankrupt or otherwise insolvent.

In all the cases above termination shall be executed by giving written notice to the Agencies. No consequential damages shall be payable to the Agencies in the event of such termination.

#### **13. Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Agartala only.