

NOT TRANSFERABLE

Ref.No: F.8(16)-Store/SDFO(DMN)/2016/

**OFFICE OF THE SUB-DIVISIONAL FOREST OFFICER
DEPARTMENT OF FOREST, GOVT. OF TRIPURA**

NORTH TRIPURA DISTRICT

DHARMANAGAR-799250

Phone: 03824-234044

Website: www.northtripura.gov.in

www.forest.tripura.gov.in

**TENDER FOR THE SUPPLY OF PLASTIC PLANT GUARD
(Railway Track Side Plantation over 10 KM)**

NOTICE INVITING TENDER

**LAST DATE FOR SUBMISSION OF TENDER: 10-09-2016 up to 15:00 Hrs.
TENDER OPENING DATE:-16:00 Hrs on 10-09-2016 if possible.**

**Sub-Divisional Forest Officer
North Tripura District
Rajbari, Dharmanagar**

PIN- 799250

Phone: 03822-, 03824-234044

Email: subdivisionalforestdharmanagar@gmail.com

TENDER FOR THE SUPPLY OF RCC PLANT GUARD

TENDER REFERENCE	:	No.F.8(14)-Store/SDFO/DMN-2016/13840-89 Dt.01-09-2016
TENDER WEBSITE	:	Website: www.northtripura.gov.in & www.forest.tripura.gov.in
DATE OF ISSUING TENDER	:	01-09- 2016
STARTING DATE OF BID SUBMISSION	:	02-09-2016
LAST DATE AND TIME FOR SUBMISSION OF TENDER	:	10-09-2016 up to 15:00 Hrs
TIME AND DATE OF OPENING OF TENDER WITH SAMPLE(IF ASKED FOR)	:	10-09-2016 at 4:00 PM, if possible.
PLACE OF PRE-BID MEETING AND OPENING OF TENDER	:	Office of the District Forest Officer Department of Forest North Tripura Rajbari, Dharmanagar PIN : 799250
ADDRESS FOR COMMUNICATION	:	-Do-
COST OF TENDER FORM (NON REFUNDABLE)	:	:Rs.150/- (Non- Refundable) by DD of any Nationalized Bank drawn in favour of Sub-Divisional Forest Officer Dharmanagar, North Tripura payable at Dharmanagar (to be submitted along with tender)

N. K. Chanchal
01/09/2016
Dr. N. K. Chanchal, IFS
Sub-Divisional Forest Officer
Dharmanagar, North Tripura.

GOVERNMENT OF TRIPURA
OFFICE OF THE SUB-DIVISIONAL FOREST OFFICER
DHARMANAGAR NORTH TRIPURA

NOTICE INVITING TENDER

**TENDER FOR SUPPLY OF PLASTIC PLANT GUARD
(10 KM Railway Track Side Plantation under MGNREGA Scheme)**

Tenders in sealed cover are hereby invited on behalf of the Sub-Divisional Forest Officer, Dharmanagar, North Tripura from resourceful, experienced and bonafide licensed manufacturer or their authorized supplier/dealer/distributor for supply of **Plastic Plant Guard under Sub-Divisional Forest Officer, Dharmanagar North Tripura.**

The details of tender, list of items with indicative quantity and Tender Documents are made available on website <http://www.tripura forest department>. The last date/time of submission of the tender documents by post or person is **10-09-2016 up to 3:00 pm**. The department shall not be liable for any postal delay.

(Dr.N.K Chanchal,IFS)
Sub-Divisional Forest Officer
Dharmanagar, North Tripura

N. K. Chanchal
01/09/2016
Dr. N. K. Chanchal, IFS
Sub-Divisional Forest Officer
Dharmanagar, North Tripura.

Section-I

DESCRIPTIVE, DIRECTIVE & ABBREVIATIONS

The Sub-Divisional Forest Officer, Department of Forest, Govt. of Tripura, North Tripura, Dharmanagar, 799250 (hereinafter referred as Tender Inviting Authority/Purchaser unless the context otherwise requires) invites – TENDER FOR SUPPLY OF Plastic Plant Guard (Railway Track Side Plantation over 10 KM) under MGNREGA Scheme.

1. **Purchaser** : Sub-Divisional Forest Officer, Dharmanagar, North Tripura.
2. **Consignee** : Will be mentioned in the purchase order.
3. **Bidder** : Participants in Tender process for supply of goods.
4. **Supplier** : Successful Bidder to whom contract is awarded.
5. **Language of Bid** : English
6. **List of items** : List of items with indicative quantity, place of supply/ installation is detailed in Annex-1 (Schedule of requirements)
7. **EMD** : As per amount indicated
8. **Cost of Tender form** : Rs.150/- (Non-Refundable)
9. **Tender System** : In two Envelopes i.e.
 - (a) Technical Bid in Envelope No.1 &
 - (b) Financial/Commercial Bid in Envelope No.2.
10. **Validity of rate Contract**: One year from date of awarding contract.
11. **Address for Communication**:

Office of the Sub-Divisional Forest Officer
Department of Forest,
Govt. of Tripura
Dharmanagar, North Tripura-799250

N. K. Chanchal
01/09/2016
Dr. N. K. Chanchal, IFS
Sub-Divisional Forest Officer
Dharmanagar, North Tripura.

ELIGIBILITY OF BIDDER

ELIGIBILITY CRITERIA

The tenderer must submit the following documents along with the tender. The following self certified/self attested documents should be submitted along with the tender in the Technical Bid. All the documents should be self certified.

- i) Voter ID, PRTC, etc of the tenderer.
- ii) Up to date valid Trade License (for particulars materials).
- iii) Copy of PAN Card.
- iv) VAT registration & clearance certificate
- v) The required documents only should be submitted with page no. and should be stated in the enclosure respectably:-
 - a) Tender Form as per **Annexure-I**.
 - b) **PRODUCT SPECIFICATION- Annexure-II** .

IMPORTANT NOTE

To submit to this office along with tender fees, EMD on or before sale close of tender:-

- a) Affidavit on non-judicial stamp paper of Rs.100/- regarding acceptance of Warranty, as per clause.
- b) Other relevant documents required as per tender terms & conditions.

N. K. Chanchal
01/07/2016
Dr. N. K. Chanchal, IFS
Sub-Divisional Forest Officer
Dharmanagar, North Tripura.

Section-II

INSTRUCTIONS TO BIDDERS

EARNEST MONEY DEPOSIT (EMD)

- 1.1. All tenders must be accompanied with Earnest Money Deposit (EMD) of Rs. 20,000/- (Twenty thousand) only in the shape of Demand Draft drawn from any Nationalized or Scheduled Bank in favour of Sub-Divisional Forest Officer, Dharmanagar, North Tripura, along with the technical bid.
- 1.2. The tenders submitted without EMD will be summarily rejected.
- 1.3. Unsuccessful tender's EMD will be discharged/returned within a period of 30 days after award of contract to successful bidder.
- 1.4. Tenderer shall not be entitled for any interest on EMD/ Security Deposit.
- 1.5. The successful tender's EMD will be discharged after signing the contract and submitting the security deposit as stipulated.

A. The EMD shall be forfeited:

- i) Tenderer fails to accept the purchase order.
- ii) If a Tenderer withdraws its tender during the period of bid validity as specified in the Tender.
- iii) In case of a successful tender, if the tenderer fails to sign the Contract in accordance with terms and conditions or fails to fulfill Clause: 6

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01/11/2022
Dr. B. K. Chakral, IFS
Sub-Divisional Forest Officer
Dharmanagar, North Tripura.

THE TENDER PROCESS

Schedule Opening of Tender:

The tender cover shall contain the following particulars clearly mentioned on the top:

- i) Reference number with date of tender notice
- ii) Name of the tender subject
- iii) Date of opening of the tender
- iv) Full name & address with telephone/mobile/fax/e-mail.

Every envelope and forwarding letter of various parts of the tender shall be addressed to:-

**The Sub-Divisional Forest Officer
Department of Forest
Govt. of Tripura
Dharmanagar, North Tripura
PIN : 799250**

NOTE: The name of the firm/company along with e-mail id and contact number should be mentioned in the bottom left portion of each envelope.

Last Date of Submission of Tender:

Tender should be submitted on or before last of submission and should be submitted through Speed Post/ Registered Post/ Courier Services/by hand only in sealed cover addressed as mentioned under Sub-Clause 4.2 in two envelopes i.e. Technical Bid in Envelop-1 & Financial Bid (Commercial Bid) in Envelop-2 up to 15 Hrs of 10/09/2016. The EMD as required in the tender documents should invariably be submitted before the last date and time of submission of bid. Late tender fee, EMD or others papers delay due post or any other reason will not be condoned.

Period of Validity of Tenders:

The tenders shall remain valid for 60 days after the date of opening.

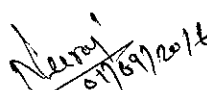
Formats and Signing of Tenders

- i) The tender shall be neatly typed and shall be signed by an authorized signatory (i.e) on behalf of the Firm. All pages of the Tender, except for un-amended printed literature, shall be initialed by the person or persons signing the Tender.
- ii) The Tender shall contain no interlineations, erasures or overwriting. In order to correct error made by the Firm all corrections shall be done & initiated by the authorized signatory after striking out original words/ figures completely.

Sealing and Marking of Tenders:

The Tender shall have to be sealed and marked as follows:

- i) Technical bid in one envelop super-scribed with words "Technical Bid for Supply of Plastic Plant Guard.
- ii) Price bid in one envelope super-scribed with words "Price Bid for Supply of Plastic Plant Guard" (shall be sealed in a covering envelope.


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Dharmanagar, North Tripura.

All two envelopes (Technical and Price Bids) shall be sealed in a covering envelope super-scribed with words "Tender Enquiry No. TENDER REF. NO -----"

Evaluation of Tenders:

- i) After opening of Envelope-1(Technical Bid) on the schedule date, time and venue, the purchase committee shall examine the contents of the tenders received.
- ii) The Purchase committee shall scrutinize the documents mentioned above for its eligibility, validity, applicability, compliance and substantiation including post qualification criteria stipulated in tender document.
- iii) The Purchase committee shall also analyze that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.
- iv) The technical scrutiny shall be on the basis of submitted substantiation documents and Rules.
- v) Any tender during the evolution process do not meet the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evolution.
- vi) Tenders which are in full conformity with tender requirements and conditions shall be declared as Eligible Tender for opening Envelop- 2, such tenderer shall be opened later, on a given date, time & venue.

Opening of Envelope-1 (Technical Bid)

- i) The technical bids shall contain all the documents except the rate which shall be given in financial bid only. A list of documents with EMD, with number of pages shall be given along with the technical bids.
- ii) The technical bids shall be opened first. Tenderer is free to attend himself or depute an authorized officer as his representative(s).

Opening of Envelop No-2 (Financial Bid):

- i) The technical bids shall be opened first and on fulfillment of conditions, the financial bids will be opened for consideration. In case of change in time and date, the changed time and date will be communicated through e-mail and phone.
- ii) After completing the entire evaluation process for the responsive bids on they it will be entered into a ranking statement in ascending order of the evaluated prices (for example L1, L2, L3...) along with other relevant details, so that a clear picture of their standing as well as comparative financial impact is available at a glance.
- iii) If tender is submitted by any authorized supplier/ dealer/distributor then the product of single manufacture only has to be quoted. If product of multiple manufacturers is quoted then the tender will summarily be rejected. Hence one bidder can submit one bid only and alternative bid will not be accepted.
- iv) In the financial bid price should be quoted for entire unit of all equipments together as below:-

Basic price + All applicable taxes = Total Final Price of each item.

Total final Price will only be considered for the evaluation.

- v) Only required documents to be produced. If unnecessary documents are submitted, the tender maybe rejected.

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07/09/2022
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- vi) A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or as a member of a joint venture, more than one bid will cause all the proposals with the firm's participations to be disqualified.
- vii) The bidder shall bear all cost associated with the preparation and submission of its bid, and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

OPENING AND EVALUATION OF BIDS:-

The Purchaser will open all bids, including withdrawal notices and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. Envelopes marked "WITHDRAWAL" shall be read out and the envelope with corresponding bid shall not be opened but returned to the bidder. Envelopes marked "MODIFICATIONS" shall be read out and opened with the corresponding bid.

Clarification of Bids:-

During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid .The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids.

Confidentiality:-

From the time of bid opening to the time of contract award, if any Bidder wishes to contact the purchaser on any matter related to its bid, it should do so in writing.

If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of nonconformity.

AWARD OF CONTRACT

The Purchaser will award the contract to the successful tenderer whose tender has been determining as lowest evaluated tender.

The SDFO-Dharmanagar, North Tripura, reserves the right to increase or decrease the quantity to be purchased and also accept or reject any tender without assigning any reason thereof and tender may be accepted or rejected in part or in whole.

SECURITY DEPOSIT & CONTRACT AGREEMENT

Rs.20,000/- will have to be deposited as security money by demand draft in favour of **Sub-Divisional Forest Officer, Dharmanagar, North Tripura** from any Nationalized Bank by the supplier / tenderer within 10 (ten) days from the date of issue of supply order failing which the supply order shall be deemed to be invalid. The security money will be released after completion of full supply within stipulated period or it may be kept for next supply order whichever is applicable.(Not applicable to CPSEs and SPSUs).

WARRANTY/DEFECTS LIABILITY PERIOD

The Purchaser shall have the right to make claims if the supplied goods are sub- standard / broken have been delivered to the final destination indicated in the contract. Upon receipt of a written notice from the purchaser, the supplier shall, within the period of 30 days replace the defective Goods without cost to the purchaser. The supplier will entailed to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.

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11/07/2016
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Sub-Divisional Forest Officer
Dharmanagar, North Tripura.

If after being notified that the defect has been confirmed pursuant to above clause, the Supplier fails to replace the defective Goods within the period of 30 days the purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage, in respect of the defective Goods for the period following notification and deduct the sum from payments due to the supplier under this Contract.

OTHER IMPORTANT INSTRUCTIONS.

Interested eligible Tenderer may obtain further information of technical specification, required quantities and other terms & conditions applicable for procurement of item from Government of Tripura, Website address www._____

The tender shall consist of two parts, viz. technical bid and financial bid in sealed cover.

The prices quoted and accepted will be binding on the tenderer and valid for a period of one year from the date of signing the contract and any increase in price will not be entertained during the contract period.

Rates should be quoted in Indian Rupees only for each of the required item separately to delivery point (CMS-Syamalibazar or any other part of Tripura). Tender for supply of item quoted in the bid with conditions like "AT CURRENT MARKET RATES" shall not be accepted. The purchaser shall not be responsible for damages, handling, clearing, transport charges etc. will not be paid.

Any enhancement of rate within the validity period of contract will not be considered except for imposition of any levy or increase in existing levy by the Government. Any undue request may lead to cancellation of the order.

Income Tax / VAT will be deducted from the bill at the applicable rate and TDS certificate shall be issued in due course.

Any default or breach of contract or non execution of supply shall lead to forfeiture of earnest money/ security deposit of successful tenderer beside such action may be considered appropriate by the forest department including black listing / de-listing the tenderer for future supply.

In case of legal dispute the jurisdiction will be the District & session Judge, Dharmanagar .

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11/09/2011
Dr. N. K. Chanchal, IFS
Sub-Divisional Forest Officer
Dharmanagar, North Tripura.

SECTION III

CONDITIONS OF CONTRACT

1. In this contract, the following terms shall be interpreted as indicated:

- a) "The Purchaser" The SDFO- Dharmanagar, North Tripura.
- b) "The Bidder" Means the individual or firm supplying the goods and Services under the contract.
- c) "Days" means calendar Day.
- d) "CC" means condition of contract.
- e) "The Supplier" means the individual or firm supplying the goods and Services under the contract.
- f) "The Goods" means all equipment, machinery, and/ or other materials which the supplier is required to supply to the Purchaser under the contract.
- g) "Services" means services ancillary to the supply of the Goods, such as transportation
- h) "End user" means the consignees stated in the Schedule of Requirements.
- i) "The notification of Award" means the intention of the Purchaser to place the Purchase order on the bidder or to enter in to contract with the bidder.
- j) "The Contract" means agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the Parties, including all the attachments and the appendices thereto and all documents incorporated by reference therein.

2. Delivery Period & Place of Delivery

The Goods should be delivered within **30(thirty) days** from the date of receipt of supply order to the consignee. Penalty @ 2% of the total value shall be charged for every week or part of week of delay beyond stipulated date of supply. However relaxation will be entertained only in special circumstances

(Natural calamities, war or any other situation beyond human control and considered to be forced majeure). The successful bidder has to submit a complete set of product within 10(ten) days of issue of supply order and the entire supply should be completed within 30(thirty) days once the sample gets approved by the Department. **Items to be delivered on site where plantation will be taken up. Fitting and fixing shall be done immediately,**

3. Payment

Payment to successful tender shall be made on bill basis only after completion of supply of the items as ordered for with submission of following documents

- a) 3 copies of supplier's invoice
- b) Receipt certificates issued by the consignees.
- c) No advance payment shall be made under any circumstances

4. Force Majeure

The supplier shall not be liable for forfeiture of its performance security, Liquidity damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event beyond the control of the Supplier, not involving the supplier fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the

Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such a condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

N. K. Chanchal
27/07/2024
Dr. N. K. Chanchal, IFS
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Dharmanagar, North Tripura.

5. Resolution of Dispute:

In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract aeries, the parties may mutually settle the dispute amicably.

6. Penalties

If the successful tenders fail to deposit the required performance security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons or unable to undertake the contract, his contract will be cancelled and the earnest money deposit / performances security deposit shall stand forfeited by the purchaser. Violating the tender terms and conditions & non supply / supply which is not as per technical specification will disqualify the firm to participate in the tender for a period of 3 (three) years from the date of issue of letter and his EMD & performance security deposit will be forfeited and no further purchase order will be placed to that firm for that item.

7. Arbitration:

Governing Language: English language version of the contract shall govern its interpretation

8. Applicable Laws:

The contract shall be governed in accordance with the law prevailing in India, Act, Rules Amendments and orders made thereon from time to time.

9. Jurisdiction

In case of legal dispute the jurisdiction will be the District & Session Judge, North Tripura, Dharmanagar.

10. Saving Clause

No suits, prosecution or any legal proceedings shall lie against the DFO, North Tripura or any person for anything that is done in good faith or intended to be done in pursuance of tender.

11. Notices

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

**Purchaser: Office of the Sub-Divisional Forest Officer
Department of Forest,
Govt. of Tripura
Dharmanagar, North Tripura-799250**

Supplier: To be filled during contract signing.

12. Fraud and corruption

1. If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 7 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract.

(a) For the purposes of this Sub-Clause:

(i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "Obstructive practice" is

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5/11/2012
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(a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a purchaser investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

2. Notwithstanding the clause above, Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the purchase of the Goods, then that employee shall be removed

If any Firm/ company/ individual is found involved in manipulating in any form of malpractices pertaining to the tender process with the malafide intention of influencing the selection of suppliers, such firm/company/individual may be prosecuted against and black listed for participation in other tender process.

N. K. Chanchai
21/09/2016
Dr. N. K. Chanchai, IFS
Sub-Divisional Forest Officer
Dharmanagar, North Tripura.

Annexure-I

TENDER FORM

To
The Sub-Divisional Forest Officer
Department of Forest
Govt. of Tripura
Dharmanagar, North Tripura - 799250

Dear Sir

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the goods under the above-named Contract in full conformity with the said tender document and our financial offer in the Price schedule submitted in Envelop No. 2 which is made part of this tender.

1. We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the tender document.
2. If our tender is accepted, we undertake to submit the security deposit in the form, in the amounts, and within the times specified in the tender document.
3. We agree to abide by this tender, for the Tender Validity Period specified in the tender document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
4. Until the formal final Contract is prepared and executed between us, this tender together with your written acceptance of the tender and your Acceptance of Tender shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any tender you may receive.

Signed: _____

Date: _____

In the capacity of _____

Duly authorized to sign this bid for and on behalf of _____

Signature & stamp of tenderer

Note: This form must be signed & Stamped in original to be submitted to this office along with Tender fee + EMD +2 affidavits on or before sale close of tender.

Annexure-II

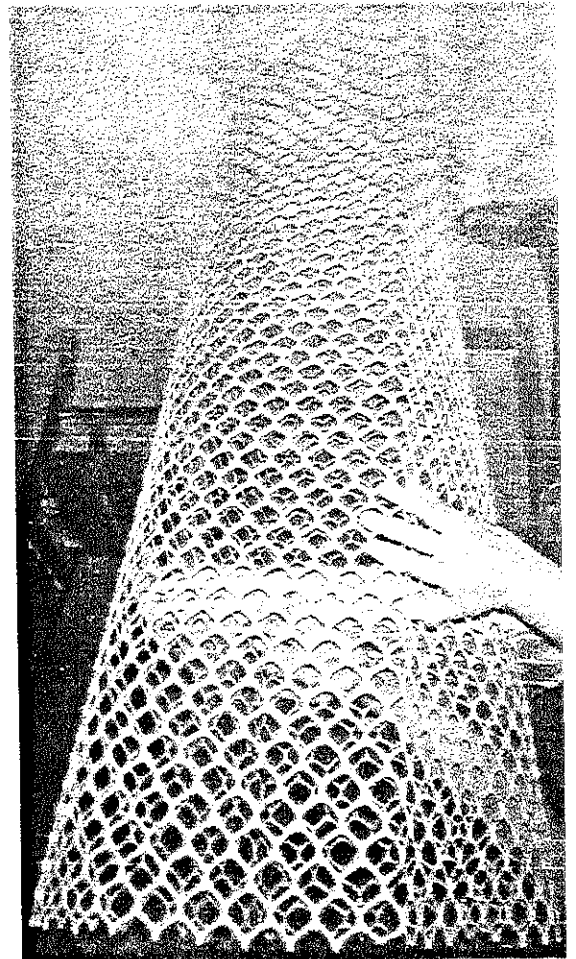
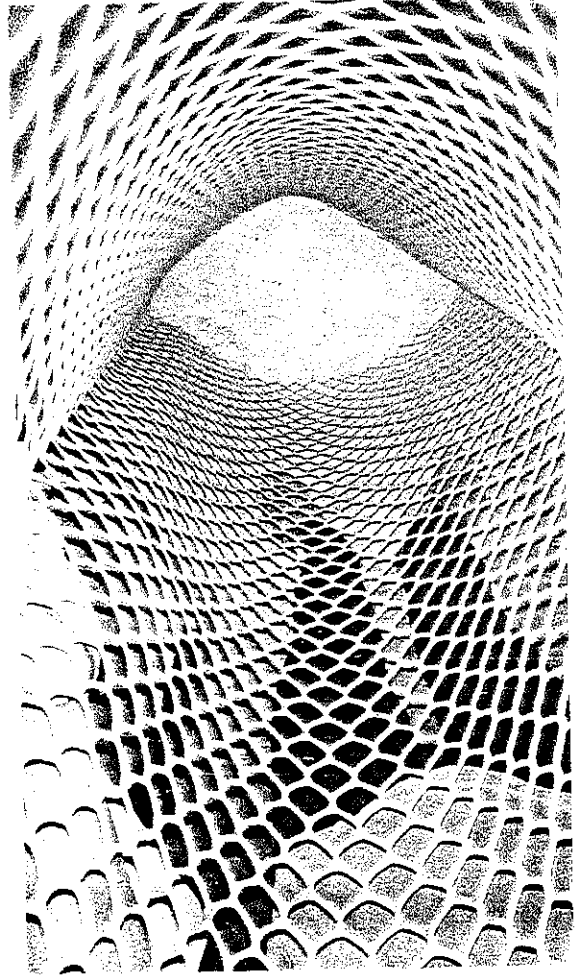
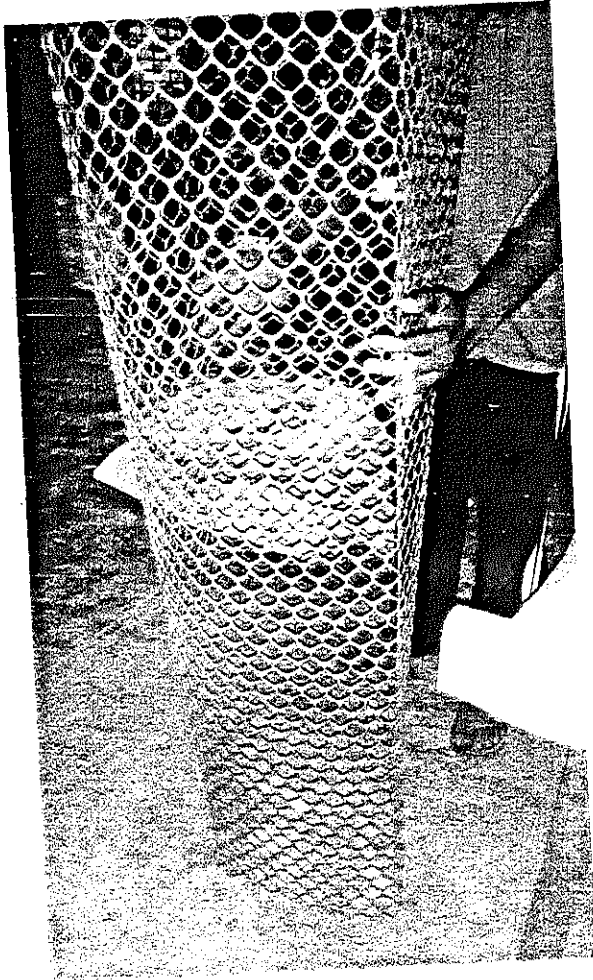
PRODUCT SPECIFICATION

Sl. No.	Name of the Item	Specification	Requirement	Estimated cost
1.	Plastic Plant Guard	1.20 m x 1.20 m=1.44 m ² Height = 1.20 m Diameter =375 mm Thickness = 600 gsm. Spacing between two gaps-1" x 1"	2500.00	-

NB. 1. Quantity may be increased or decreased.

N. K. Chanchal
27/07/2018

Dr. N. K. Chanchal, IFS
Sub-Divisional Forest Officer
Dharmanagar, North Tripura.



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07/07/2026

Dr. N. K. Chanchal, IFS
Sub-Divisional Forest Officer
Dharmnagar, North Tripura.