

**NOTICE INVITING e-TENDER for**

**“SELECTION OF AGENCY FOR SUPPLY OF TOOL KITS FOR  
TRAINED BUILDING & OTHER CONSTRUCTION WORKERS OF  
TRIPURA BUILDING & OTHER CONSTRUCTION WORKERS  
WELFARE BOARD (TBOCWWB), UNDER DIRECTORATE OF  
LABOUR, GOVT. OF TRIPURA”**

Notice Inviting Tender No.F.3(13)TB&OCWWB/STORE/E-  
PROCUREMENT/2022

Dated: 12.08.2022

**Tripura Building & Other Construction Workers Welfare Board  
(TBOCWWB),  
Under Directorate of Labour  
Govt. of Tripura  
2nd Floor, SHRAM BHAVAN, Office Lane,  
Agartala, Tripura-799001**

## ***TBOCWWB: RFP for procurement of Tool Kits***

### **Disclaimer**

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder or applicants whether verbally or in documentary form by or on behalf of TBOCWWB, Govt. of Tripura is provided to the Bidder on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by TBOCWWB to any parties other than the applicants who are qualified to submit the Bids ("Bidders"). The purpose of this RFP document is to provide bidder with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. TBOCWWB makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. TBOCWWB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

# **TBOCWWB: RFP for procurement of Tool Kits**

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**TBOCWWB: RFP for procurement of Tool Kits****1. Section 1****1.1 BID Schedule and Address**

<b>S. No</b>	<b>Description</b>	<b>Timeline</b>
1	Name of Project	Selection of agency for supply of Tool Kits for Tripura Building & Other Construct Workers Welfare Board (TBOCWWB), Govt. Of Tripura
2	Tender Reference Number	Ref: No.F.3(13)TB&OCWWB/STORE/E-PROCUREMENT/2022, Dated: 12.08.2022
3	Date of publishing the RFP	12.08.2022
4	Last date for receiving Bidder's Pre-bid clarifications in writing	22.08.2022
5	Date and Time for Pre-bid Meeting if any	23.08.2022, 11.30AM
6	Date of publication of amendment if any	25.08.2022
7	Last date and time for Bid Submission	01.09.2022
8	Last date and time for Sample Submission	03.09.2022, 3.00 PM
9	Date and Time of Technical Bid Opening	05.09.2022
10	Date and time of Commercial Bid Opening	Technically qualified bidders will be notified through e-tender portal
11	Name and Address for communication	Secretary, TBOCWWB Address: 2 <sup>nd</sup> Floor, SHRAM BHAVAN, Office Lane, Agartala, Tripura-799006
12	Bid Security (EMD)	Rs. 1,00,000/- (One Lakh only)

## **TBOCWWB: RFP for procurement of Tool Kits**

### **2 Section 2 – Introduction**

#### **2.1 About TBOCWWB**

The Building and Other Construction Workers' (RE&CS) Act has been enacted to regulate of employment and condition of service of Building and Other Construction Workers and to provide for their safety, health and welfare measures and for other matters connected there with or incidental there to. The Building and Other Construction Workers' Welfare Cess Act have been enacted to provide for the levy and collection of a Cess on the cost of construction incurred by employers with a view to augmenting the resources of the Building and Other Construction Workers and Welfare Boards constituted under the Building and Other Construction Workers (RE&CS) Act, 1996.

- The Tripura Building and Other Construction Workers Welfare Board under Labour Directorate, Government of Tripura has been constituted on 20-01-2007 in accordance u/s 18 of the Building and Other Construction Workers (RECS) Act, 1996 and Rules framed there under.
- The Board has its own fund in shape of Tripura Building and Other Construction Workers Welfare Fund under Rule 268 of the Tripura Building and Other Construction Workers' (RE&CS) Rules, 2006.
- The Board has been providing financial assistance to the un-organized construction workers between age group of 18-59 years, who have worked not less than 90 days of construction work under a registered Contractor or a Government Engineer in the preceding year, are eligible to get their name to be registered as a Construction Worker.
- If the construction worker wants to enjoy the benefits from the Board, first of all, he/she must obtain a Registration Card from the Office of the Registering authority (Labour Officer) of the respective District and should apply in Form No.-XXVII with supportive documents.
- The Board provides financial assistance and extends benefits to the registered construction workers through its 8 (eight) Welfare Schemes, presently.

Name of the 8 Social Welfare Schemes are as follows:

- Mahila Nirman Shramik Vivaha Yojana.
- Maternity Benefit
- Scheme for Financial Assistance for the Education of the Children of a Registered Beneficiary.
- Scheme for financial assistance to a registered beneficiary in case of accident.
- Scheme for meeting up medical expenses for treatment of major ailments of a registered beneficiary or his/her dependents.
- Pension to the Registered Construction Workers who have completed the age of 60 (sixty) years.
- Scheme for financial assistance to a registered beneficiary in case of death.
- Funeral Assistance.

#### **2.2 Objective of this RFP**

Tripura Building & Other Construct Workers Welfare Board (TBOCWWB), Govt. Of Tripura proposes to hire an Agency for supply of Tool Kits for TBOCWWB. The Bidder should have adequate experience as sought in the RFP to undertake the above-mentioned activities.

#### **2.3 Cost of the RFP**

The Bidder may download the RFP free of cost from <https://tripuratenders.gov.in>. The interested bidder shall bear all costs associated with the preparation and submission of its bid and TBOCWWB will, in no case, be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The Bidders can submit the bid response through e-tender portal [tripuratenders.gov.in](https://tripuratenders.gov.in) only.

#### **2.4 Ownership of this RFP**

The content of this RFP is a copyright material of TBOCWWB. No part or material of this RFP document should be published on paper or electronic media without the prior written permission from TBOCWWB.

#### **2.5 Due Diligence**

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders risk and may result in rejection of the bid. TBOCWWB is not bound to disclose the grounds for rejection of Bid. The decision of the TBOCWWB regarding the final declaration of the successful Bidder shall be final.

The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications through Pre-Bid queries.

### 3 Section 3 – Scope of Work

#### 3.1 Minimum required specification of the tool kits

##### 3.1.1 Bar bending Tool Kit

Sl	Item	Specifications
1	Hammer	4 Lbs Drop Forged steel Sledge Hammer with wooden handle
2	Cold Chisel	150 mm length, 3/ 4" dia , 20 mm width Laquered, Carbon steel
3	Binding hooks set of 8 Nos	Made of 6mm Mild steel Rod, Wire gauge 20 SWG , Should have double loop handle
4	Lever	Levering rods to bend bars of 8 mm to 16mm. Length 900mm Mild steel.
5	Plumb line (bob)	<ul style="list-style-type: none"> <li>➢ First Quality Steel</li> <li>➢ Screw top simplifies attachment of string to center of the plumb</li> <li>➢ Resistance to rust</li> <li>➢ Replaceable, hardened steel tip for longer life</li> <li>➢ Weight: 200 Gms Approximately</li> <li>➢ Screw top simplifies attachment of string to center of the plumb.</li> </ul>
6	Measuring Tape	<ul style="list-style-type: none"> <li>➢ First Quality</li> <li>➢ Length 3Mtrs ,Width 16 mm, Steel Tape with Pvc Body</li> <li>➢ Accurate calibration</li> <li>➢ Easy to use</li> <li>➢ Enhanced functionality</li> <li>➢ Water resistant for us in wet or humid conditions</li> <li>➢ Aluminum frame for accuracy and durability</li> <li>➢ Steel graduated in CM/Inches</li> </ul>
7	Try Square	<ul style="list-style-type: none"> <li>➢ First Quality stainless steel</li> <li>➢ 12"</li> <li>➢ Try squares consist of a short blade and a beam or handle section that forms an "L" shape.</li> <li>➢ The beam is thicker compared to the blade, which facilitates location of the square on an edge.</li> <li>➢ "L" squares are used for general shop marking, measuring, and checking squareness of components.</li> </ul>
8	Pin Plate	Made of 3mm steel plate 150mm x 150 mm with holes and proper sturdy 3 Pins
9	Small Bar cutting tools	Small Bar cutting tools (Angle Grinder), Saw blade diameter 100 - 105mm, Power 900W and weighing 1.80 kg.
10	Case	Bag to accommodate above Tools.

##### 3.1.2 Electrician Tool Kit

Sl	Specifications
1	Impact Drilling Machine 550 Watts, Capacity 12mm.
2	5 Masonry drill bits : 4, 5, 6, 8, 10 mm
3	4 Wood drill bits : 4, 5, 6, 8 mm
4	30 Screws : 10 x 3ø/30 mm, 10 x 4ø/40 mm, 10 x 5ø/50 mm
5	30 Wall plugs : 10 x 5ø/25 mm, 10 x 6ø/30 mm, 10 x 8ø/35 mm
6	4 Screw drivers with sleeves 100mm, 125mm, 150mm, 200mm.

7	CYL2 concrete drill bits set in the pouch - 3,4,5,6,7,8,9,10mm
8	Multi meter Digital, 3 1/2 digit, DC Voltage 200mV to 1000 V, AC voltage 2V to 750V, DC Current 2mA to 10A, AC Current 20mA to 10A, Resistance 200 ohms to 200 Mega ohms, Transistor test, Continue test, with test leads.
9	Insulation tape
10	Sliding knife
11	Hammer ball pin 1 lb with handle.
12	Combination plier cum wire cutter 6 in./ 150mm with insulated grips.
13	Bag to accommodate above Tools

### 3.1.3 Mason Tool Kit

S1	Item	Specifications
1	Plumb Line (BOB)	<ul style="list-style-type: none"> <li>➢ First Quality Steel</li> <li>➢ Screw top simplifies attachment of string to centre of the plumb</li> <li>➢ Resistance to rust</li> <li>➢ Replaceable, hardened steel tip for longer life</li> <li>➢ Weight 200 grams approximately.</li> <li>➢ Screw top simplifies attachment of string to centre of the plumb</li> </ul>
2	Right Angle	<ul style="list-style-type: none"> <li>➢ First Quality Size 12' X 24'</li> <li>➢ High quality</li> <li>➢ Durable</li> <li>➢ Rust proof</li> </ul>
3	Hammer	<ul style="list-style-type: none"> <li>➢ Weight 4LB First Quality (Wooden handle).</li> <li>➢ Two flat traditional face</li> </ul>
4	Brick Hammer	<ul style="list-style-type: none"> <li>➢ Weight 500 grams First Quality (Steel Pipe handle)</li> <li>➢ one flat traditional face and a short or long chisel-shaped blade</li> </ul>
5	Level Tube	<ul style="list-style-type: none"> <li>➢ Accuracy 0.5mm/m and 1.0mm/m</li> <li>➢ First Quality 10 meters</li> <li>➢ Flexible PVC pipe 6 mm</li> </ul>
6	Spirit Level	<ul style="list-style-type: none"> <li>➢ First Quality 1 Feet (vertical &amp; Horizontal)</li> <li>➢ Material: Aluminium</li> <li>➢ Accuracy 0.5mm/m and 1.0mm/m</li> </ul>
7	Gare Chakke	<ul style="list-style-type: none"> <li>➢ Size 12"X 6" X 1" (Teak Wood)</li> <li>➢ With Wooden handle</li> </ul>
8	Guru Mal	Plastering First Quality PVC handle
9	Set of 4 number Trowel Karne (Thyapi)	<ul style="list-style-type: none"> <li>➢ First Quality of Trowel (Karne/Thyapi) For</li> <li>➢ Size No.1</li> <li>➢ Size No.2</li> <li>➢ Size No.3</li> <li>➢ Size No.4</li> <li>➢ Wooden handle</li> <li>➢ Made of high quality carbon steel sheet with wooden handle</li> </ul>

		<ul style="list-style-type: none"> <li>➤ Easy to handle with pre size design and sturdiness</li> </ul>
10	Measuring Steel Tape	<ul style="list-style-type: none"> <li>➤ First Quality</li> <li>➤ Length 5 Mtrs, Width 19mm, ( Steel tape, plastic body)</li> <li>➤ Accurate calibration</li> <li>➤ Easy to use</li> <li>➤ Enhanced functionality</li> <li>➤ Water resistant for us in wet or humid conditions</li> <li>➤ Aluminum frame for accuracy and durability</li> <li>➤ Steel graduated in CM/Inches</li> </ul>
11	Measuring Tape	<ul style="list-style-type: none"> <li>➤ First Quality</li> <li>➤ Length 15mtrs, FIBRE Glass Tape Accurate calibration</li> <li>➤ Easy to use</li> <li>➤ Enhanced functionality</li> <li>➤ Water resistant for us in wet or humid conditions</li> <li>➤ graduated in CM/Inches</li> </ul>
12	Matgol	<ul style="list-style-type: none"> <li>➤ Aluminium Square tube, Size 3"X2"X1mm, 4 feet Length</li> <li>➤ Straight End Bar</li> </ul>
13	Brush	<ul style="list-style-type: none"> <li>➤ First Quality Size 4" and 2"</li> <li>➤ Handheld Brush</li> <li>➤ Synthetic filament /Natural Bristle</li> </ul>
14	Concrete and wall Chisel set of 2 numbers	<ul style="list-style-type: none"> <li>➤ First Quality</li> <li>➤ Concrete Breaking (Round) with (Steel Rod 20mm)</li> <li>➤ Wall Chiesel (Flat) (Steel Rod 20mm)</li> <li>➤ Made from selected Carbon steel</li> <li>➤ hardened &amp; Painted</li> <li>➤ Length: 10"(flat),14"(pointed)</li> </ul>
15	Case	Bag to accommodate above Tools.

### 3.1.4 Plumbing Tool Kit

S1	Item	Specifications
1	Impact Drilling Machine	Impact Drilling Machine 550 Watts, Capacity 12 mm.
2	Masonry drill bits	Masonry drill bits : 3, 4, 5, 6, 8 mm
3	Allen keys #1.5	Set of 9 pieces 1.5mm to 10mm Chrome Vanadium steel complete in case
4	RV bits 50mm	RV bits 50mm (CYL2 concrete drill bits sets in pouch - 3,4,5,6,7,8,9,10 mm)
5	Wall Plugs	30 Wall plugs : 10 x 5ø/25, 10 x 6ø/30, 10 x 8ø/35 mm
6	Wrenches	2 Forged steel Pipe wrenches of 10 in. & 14 in., AND 5 wrenches #8, #10, #12, #13, #14.
7	Hammer	Sledge hammer 4 lbs. Drop forged steel
8	Hack saw frame with blade (Cutter)	Solid frame for use of UPVC pipe cutting etc.
9	Case	Bag to accommodate above Tools.

***TBOCWWB: RFP for procurement of Tool Kits*****3.2 Bill of Materials (BoM)**

Category wise required (tentative) tool kits quantity is mentioned here. Actual ordered quantity may vary at the time of awarding the supply order.

SL	Tool kits category	Quantity (Number of Kit)	Unit Rate/ Kit inclusive of all taxes	Total Amount (Rs) inclusive of all taxes
1	Bar bending Tool Kits	300		
2	Electrician Tool Kits	100		
3	Mason Tool Kits	480		
4	Plumbing Tool Kits	120		
Total		1000		

#### 4 Section 4 – Eligibility Criteria

##### 4.1 Pre-requisite

The individual bidder should possess the requisite experience, resources and capabilities in supplying the items as described herein. The Bidder should also possess the financial wherewithal that would be required to complete the scope of work. The Bid must be completed in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Minimum Eligibility cum Technical Evaluation Criteria will not be considered for financial bid evaluation.

##### 4.2 Minimum Eligibility Criteria

The invitation to bid is open to all bidders who qualify the Minimum Eligibility criteria as given below:

- i. Legal entity: Bidder should be a company/ partnership firm/ proprietorship firm/ LLP incorporated in India under the Companies Act, 1956 and subsequent amendments thereto or a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 based in Tripura. Relevant document has to be uploaded.
- ii. The bidder shall be in the business for minimum 5 years. Relevant document has to be uploaded (as per Agency registration certificate/ Trade License).
- iii. The bidder should have at least 1 supply order for supply of Tool Kits/ Similar Items to any Govt. Department/ Organization in last three years (ending on 31.03.2022) having supply order value of minimum 30 Lakhs or more. Supply/ Work order and work completion certificate has to be uploaded.
- iv. The bidder should be an Income Tax Assesses, having filed Income Tax Returns for the last three financial years (2018-2019, 2019-2020, 2020-2021). ITR return should be uploaded.
- v. The bidder should upload copy of GST and PAN.
- vi. The bidder must upload up to date GST clearance certificate.
- vii. The bidder has not been blacklisted by any Central / State Government institution or any other private agency (self-declaration to be submitted).
- viii. The bidder should have minimum aggregate turnover of Rs 40.00 Lakhs in the last three financial years (2019-2020, 2020-2021, 2021-22). Audited balance sheet / consolidated balance sheet signed by Chartered Accountant to be uploaded.
- ix. The interested agency must upload literature/ catalogue/ booklet of the proposed items mentioning make and model of item with item specification as per **Annexure-II**. Any proposal with any downward deviation in any item specification will be summarily rejected.

##### 4.3 Documents to be uploaded

SL	Documentary Evidence
1	Agency Registration Certificate/ Trade License
2	Previous Work/ Supply order
3	Income Tax Return filing
4	Copy of PAN and GST Registration
5	Up to date GST clearance evidence
6	Self-declaration of non-blacklisting
7	Audited balance sheet/ turn over details
8	Literature/ catalogue/booklets of the proposed item as per Annexure-II
9	Annexure-I and Annexure-II
10	Any other document as per terms and conditions of this tender document

## 5 Section 5 – Instruction to Bidders

### 5.1 RFP

RFP shall mean Request for Proposal. Bid, Tender and RFP are used to mean the same. The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a Bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid without any further reference to the Bidder.

### 5.2 Clarifications of Bidding Documents:

A prospective Bidder requiring any clarification of the Bidding Documents may notify TBOCWWB by email any time prior to the deadline for receiving such queries as mentioned in Section 1. The replies/clarifications will be uploaded on [www.tripuratenders.gov.in](http://www.tripuratenders.gov.in).

Bidders should submit the queries only in the format given below:

Sl No	Page No	Clause No	Description	Clarification sought	Additional remarks

### 5.3 Amendment of Bidding Documents

At any time prior to the deadline for submission of Bids, TBOCWWB may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.

Amendments will be provided in the form of Addenda/ Corrigenda to the Bidding Documents, which will be published on e-tender portal. Addenda / Corrigenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda/ Corrigenda had been taken into account by the Bidder in its Bid.

In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, TBOCWWB may, at its discretion, extend the deadline for submission of the Bids, in which case, the extended deadline will be published on e-tender portal. From the date of issue, the Addenda / Corrigenda to the tender shall be deemed to form an integral part of the RFP.

### 5.4 Bid Price

Prices would be inclusive of all taxes, duties levies, GST and fees whatsoever.

### 5.5 Earnest Money Deposit (EMD) /Bid Security

Earnest Money Deposit (EMD) of Rs 1,00,000/- (Rupees One Lakh only) is to be paid electronically over the Online Payment facility provided in the Portal, **any time after Bid Submission Start Date & before Bid Submission End Date**, using the supported Payment Mode (Net Banking) via e-tender portal.

### 5.6 Return of EMD

EMD of L1 and L2 bidders will be retained by the Tender Inviting Authority (TIA). Other bidders EMD will be returned automatically by the portal in their bank Account. EMD belonging to the 2nd lowest bidder will be **refunded online in his bank account** after "Award of Contract". EMD of selected agency will be returned through e-tender portal once the work is successfully completed.

### 5.7 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

- The Bidder withdraws his Bid before opening of the Bids.
- The Bidder withdraws his Bid after opening of the Bids but before Notification of Award.

- Failure to accept the order by the Selected Bidder within 14 days from the date of receipt of the Notification of Award makes the EMD liable for forfeiture at the discretion of TBOCWWB. However, TBOCWWB reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.

#### **5.8 Period of Validity of Bids**

Bids shall remain valid for a period of 180 days after the date of bid opening or as may be extended from time to time. TBOCWWB holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

#### **5.9 Extension of Period of Validity**

In exceptional circumstances, prior to expiry of the bid validity period, TBOCWWB may request the Bidders consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

#### **5.10 Procedure for submission of bids**

The Bid shall be submitted in 3 (three) parts, post registration in the <https://www.tripuratenders.gov.in>, as under:

##### **5.10.1 PART-I: EMD**

Earnest Money Deposit (EMD) of Rs.1,00,000/- has to be paid by Online payment option given in e-tender portal only.

##### **5.10.2 PART-II: Pre-Qualification cum Technical bid documents**

Digitally signed Tender Document shall be downloaded by the Bidder, digitally signed and uploaded the same for submission of “Pre-Qualification cum Technical Bid documents” during actual bidding session, which will be regarded as equivalent to signing all pages of the Tender Document.

All documents to be submitted are to be free-format. For all the free-format documents, Bidder is expected to scan the relevant documents into PDF format (in 150 dpi scan resolution).

##### **5.10.3 PART-III: Commercial Bid (As per BoQ)**

Commercial Bid Format in XLS is given in e-Tender portal. Bidders are requested not to change any of the field in the Commercial Bid format given in the portal. Commercial Bid will be considered for evaluation for those Bidders who have cleared the Part-I & Part-II.

**N.B.:** No need to submit hard copy of any document.

**N.B.: Interested bidder mandatorily has to quote financial rate for all items.**

No tender will be considered which is not as per the printed/ typed form. The bidders should ensure that each page of the tender is signed by the person authorized to sign the tender document, affixing the seal of the Bidder.

All entries in the tender forms should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No corrections including overwriting or striking out will be permitted in the Bid document. In such cases, the tender shall be summarily rejected.

No modification or substitution of the submitted bids shall be allowed. The Bids shall be opened on the scheduled date and time in the presence of the representatives of the bidders, if any, who are present on the spot at that time. No separate intimation shall be sent to bidders for the same.

The bidders are required to upload photocopies of the supporting documents, self-certified by the authorized representative of the bidder on the e-Tender website.

## **TBOCWWB: RFP for procurement of Tool Kits**

A bid submitted without the EMD and incomplete or conditional bids shall not be considered and the same will be rejected.

There should be no cutting/overwriting in the Tenders/Quotations.

The TBOCWWB reserves the right to accept or reject any Tender / Quotation in full or in part in case of incomplete quotations and also without assigning any reason thereof. In case of any dispute, decision of the TBOCWWB will be final and binding.

The TBOCWWB reserves the right to retain bids once submitted.

### **5.11 Bid Currency**

All prices shall be expressed in Indian Rupees only.

### **5.12 Bid Language**

The Bid shall be in English Language.

### **5.13 Rejection of Bid**

The Bid is liable to be rejected if:

1. The document does not bear signature of authorized person.
2. It is received through Fax/E-mail.
3. Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by TBOCWWB.

### **5.14 Extension of Deadline for submission of Bid**

TBOCWWB may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through e-tender portal, in which case all rights and obligations of TBOCWWB and Bidders will thereafter be subject to the deadline as extended.

### **5.15 Modifications and Withdrawal of Bids**

- Bids once submitted will be treated, as final and no further correspondence will be entertained on this.
- Once submitted, bid can be modified before the deadline for submission of bids through e-tender portal.

### **5.16 Right to Reject, Accept/Cancel the bid**

TBOCWWB reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.

TBOCWWB does not bind itself to accept the lowest or any Bid and reserves the right to reject all or any Bid or cancel the RFP without assigning any reason whatsoever. TBOCWWB also has the right to re-issue the RFP without the Vendors having the right to object to such re-issue.

### **5.17 Contacting TBOCWWB**

From the time of Bid opening to the time of Work Order award, if any Bidder wishes to contact TBOCWWB for seeking any clarification any matter related to the Bid, it should do so in writing by seeking such clarifications from an authorized person. Any attempt to contact TBOCWWB with a view to canvas for a Bid or put any pressure on any official of the TBOCWWB may entail disqualification of the concerned Bidder or his/her Bid.

## 6 Section 6 – Bid Opening and Bid Evaluation

### 6.1 Opening of Bids

Bids will be opened in 2 phases:

**Stage 1** –In the first phase the Eligibility Criteria cum Technical Bids will be opened.

**Stage 2** –In the second phase the Commercial Bids will be opened.

### 6.2 Opening of Eligibility Criteria and Technical Bids

- TBOCWWB will open Technical bids in the presence of Bidders representative(s) who choose to be present on the date, time and address mentioned in Section 1 or as amended by TBOCWWB from time to time.
- The representatives of the Bidders have to produce an authorization letter from the Bidders by way of letter or email to represent them at the time of opening of Eligibility bids. Only one representative will be allowed to represent each Bidder. In case the Bidders representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of the TBOCWWB.
- The Bidders representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for TBOCWWB, the bids shall be opened at the appointed time and place on next working day.

### 6.3 Opening of Commercial Bids

- Only those Bids that are technically qualified will be eligible for opening of commercial bids and will be intimated the date, time and address for opening of Commercial Bids.
- The representatives of the Bidders have to produce an authorization letter from the Bidder/ Identity Cards to represent them at the time of opening of Commercial bids. Only one representative will be allowed to represent each Bidder. In case the Bidders representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of the TBOCWWB.

The bidder's representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for TBOCWWB, the bids shall be opened at the appointed time and place on next working day.

### 6.4 Preliminary Examination of Technical Bids

#### 6.4.1 Part 1 (Bid Security)

Bidders who have paid EMD shall be considered for further evaluation.

#### 6.4.2 Opening and Evaluation of Minimum Eligibility criteria

The Tender Committee would evaluate the Minimum Eligibility criteria as per the clauses given in point 4.2 in this RFP. Any bid not fulfilling any of the clauses mentioned in point 4.2 will be declared as non-responsive. Bidders fulfilling all the criteria as per point 4.2 will be declared technically responsive and these technically responsive bids will only be considered for further Technical bid evaluation.

#### 6.4.3 Evaluation of Technical Bids

In order to facilitate the Technical Bid evaluation, the technical criteria laid down along with the assigned weights have been presented in Technical Evaluation criteria (point 6.5). The marking scheme presented is an indication of the relative importance of the evaluation criteria. Bidders securing a minimum of 70% marks in the technical evaluation will be declared as “Technically Qualified” and these “Technically Qualified” bids only will be considered for further Commercial bid evaluation. Bids which do not secure the minimum specified technical score, will not be considered for further Commercial Bid evaluation.

Subsequently, a quality control inspection team formed by TBOCWWB will inspect the sample tools submitted as per Annexure-II by the bidder during technical evaluation process. During

quality control inspection, the bidder must also secure 25 marks out of maximum 30 to be eligible for further financial bid evaluation.

#### 6.4.4 Opening and Evaluation of Commercial Bids

After evaluating the Technical Bids, TBOCWWB, Govt. of Tripura shall notify the bidders whose Technical Bids were declared as “Technically Qualified”, indicating the date, time and place for opening of the Commercial Bids. Bidder’s representative (maximum 2 persons) may attend the commercial bid opening at TBOCWWB, Govt. of Tripura, Agartala. The bidder quoted lowest in total for all items would be considered as the successful bidder (i.e. L1 bidder). Item wise rate will not be considered.

#### 6.4.5 Technical Bid Evaluation Criteria

<b>SL</b>	<b>Criteria</b>	<b>Maximum marks</b>
1	Existence of the firm <ul style="list-style-type: none"> <li>• 5 years to 8 years - 10 marks</li> <li>• 8 years to 15 years – 15 marks</li> <li>• More than 15 years – 20 Marks</li> </ul>	20
2	Organization’s Finance capabilities <p>Bidder having average annual turnover in the last 3 financial years ending with 31/03/2022. If FY21-22 is not available then previous 3 years from FY20-21 will be considered.</p> <ul style="list-style-type: none"> <li>• More than 40 Lakhs but less than 80 Lakhs - 5 marks</li> <li>• More than 80 Lakhs but less than 1.2 Crore – 10 Marks</li> <li>• More than 1.2 Crore= 15 marks</li> </ul>	15
3	The bidder having at least one supply order for supply of tools / Similar Items to any Govt. Department/ Organization with minimum order value of Rs. 30 Lakh in FY 2022-21, 2021-20, 2020-19	15
4	The bidder having presence in Tripura. Yes= 10 marks, No= 0 mark	10
5	Literature/ catalogue/booklets of the proposed item as per Annexure-II	10
6	The bidder has to submit sample of all tools mentioned in Annexure-II. The bidder has to secure minimum 25 marks during the inspection of sample with comparison to the detailed specification mentioned in Point 3.1.	30
<b>Total</b>		<b>100</b>

## **7 Section 7 – Terms and Conditions**

### **7.1 Forfeiture of Bid Security**

The Bid security may be forfeited either in full or in part, at the discretion of the Secretary, on account of one or more of the following reasons:

- The Bidder fails to co-operate in the Bid evaluation process.
- If the bid or its submission is not in conformity with the instruction mentioned herein.
- If the Bidder violates any of the provisions of the terms and conditions of the tender.
- In the case of a successful Bidder fails to (a) accept award of work or (c) the Bidder violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of TBOCWWB, Govt. of Tripura in timely finalization of this tender.
- No interest will be paid on the EMD.
- The bidder has uploaded fake documents.

### **7.2 Award of Work/Contract**

TBOCWWB, Govt. of Tripura will award the contract/work to successful Bidder whose bid has been determined to be responsive and has been determined to be most competitive.

### **7.3 Bid Rejection Criteria**

- Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.
- Bids submitted without EMD, or which do not confirm unconditional validity of the bid as prescribed in the Tender Document or if the information provided by the Bidder is found to be incorrect/ misleading at any stage/time during the Tendering Process or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be rejected.
- If the Technical Bid contains commercial details or reveals prices in any form or by any reason before opening the Commercial Bid or fails to furnish all information required as per the Tender Document or a bid which is not substantially responsive to the Tender Document in every respect or the Bidders not quoting for the complete Scope of Work as indicated in the Tender document, addendum (if any) and any subsequent information given to the Bidder, or Bidders not complying with the Technical Specifications and General Terms & Conditions as stated in the Tender Document or the Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of Work and Service Level or if the bid does not confirm to the time lines indicated in the tender, the bids shall be rejected.
- Any incomplete Commercial Bid that do not conform to the Tender's Commercial bid format, or bids where the total price quoted by the Bidder does not include all statutory taxes and levies applicable or the bids having any hidden costs or conditional costs, shall be rejected.
- If a Bidder bids partly or in an isolated manner, not as a whole, and not for both locations, the bid will be rejected.

### **7.4 Fraudulent & Corrupt Practice**

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the TBOCWWB of the benefits of free and open competition.

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of project execution. TBOCWWB 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, or in executing, the project.

### 7.5 Taxes and Duties

All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per prevailing rates while making any payment.

### 7.6 Project schedule

Sl	Activity	Timeline
1	Acceptance of supply order by agency	7 days from the date of issuance of work order
2	Completion of supply order	60 days

### 7.7 Payment Schedule

SL	Tool kits category	Payment terms
1	Bar bending Tool Kits	100 percent after delivery of ordered quantity
2	Electrician Tool Kits	100 percent after delivery of ordered quantity
3	Mason Tool Kits	100 percent after delivery of ordered quantity
4	Plumbing Tool Kits	100 percent after delivery of ordered quantity

Payment will be made after tool kits category wise full delivery but part payment may be made as per discretion of the authority.

### 7.8 Penalty for default in delivery

SL	Tool kits category	Payment terms
1	Bar bending Tool Kits	If the selected bidder has failed to meet the timeline, 0.5% of <b>the particular tool kit value</b> penalty will be imposed for per week delay. Beyond 6-week delay, the supply order may be getting cancelled, PBG will be forfeited.
2	Electrician Tool Kits	
3	Mason Tool Kits	
4	Plumbing Tool Kits	

### 7.9 Repeat Order

TBOCWWB has the right to place repeat order with the selected agency for additional supply of same items at the quoted rates and finalized as per the terms of the RFP.

### 7.10 Indemnity

The bidder shall indemnify, protect and save TBOCWWB and hold TBOCWWB harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or work order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to intellectual property rights, breach of confidentiality obligations, breach of warranty.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. However, in case of damages, loss or liabilities suffered by TBOCWWB arising out of claims made by its customers and/ or regulatory authorities, indemnity would be unlimited.

### 7.11 Bidders Liability

The selected Bidder will be liable for all the deliverables.

## **TBOCWWB: RFP for procurement of Tool Kits**

The Bidder's aggregate liability in connection with obligations undertaken under the work order, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract/ work order.

The Bidder's liability in case of claims against TBOCWWB resulting from gross misconduct or gross negligence of the Bidder, its employees, contractors, and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

### **7.12 Termination of Contract**

For Convenience: TBOCWWB by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving three (3) months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective. TBOCWWB may consider request of the bidder for pro-rata payment till the date of termination.

For Insolvency: TBOCWWB at any time may terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TBOCWWB.

For Non-Performance: TBOCWWB reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions) in a calendar year to maintain the service level prescribed by TBOCWWB.

### **7.13 Effect of Termination**

- The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by TBOCWWB, continue to provide facility to TBOCWWB at no less favorable terms than those contained in this RFP. In case TBOCWWB wants to continue with the Bidder's facility after the completion of this contract then the Bidder shall offer the same terms to TBOCWWB.
- TBOCWWB shall make such prorated payment for services rendered by the Bidder and accepted by TBOCWWB at the sole discretion of Secretary, TBOCWWB in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.
- TBOCWWB may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- Upon cancellation of contract/completion of period of service, the Bidder should do peaceful handover of the legal possession of all the assets provided and obtain discharge from TBOCWWB. TBOCWWB also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.

### **7.14 Force Majeure**

If either party is prevented, restricted, delayed or interfered by reason of: a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics; b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion; c) Any law, order, proclamation, ordinance or

requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations; d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or e) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than twenty (20) days either party shall be entitled to terminate the Agreement at any time thereafter without notice.

Notwithstanding the provisions of the supply order, the successful bidder or TBOCWWB shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving TBOCWWB or the successful bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the successful bidder shall promptly notify TBOCWWB in writing of such condition and cause thereof. Unless otherwise directed by TBOCWWB in writing, the successful shall continue to perform its obligations under contract as far as possible.

Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

#### **7.15 Compliance with Applicable Laws of India**

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify TBOCWWB about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Contract and shall indemnify, keep indemnified, hold harmless, defend and protect TBOCWWB /officers/staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate TBOCWWB and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and TBOCWWB will give notice of any such claim or demand of liability within reasonable time to the Bidder.

#### **7.16 Legal Compliances**

The Bidder confirms to TBOCWWB that its personnel/employees/staff are covered under the provision of various Acts enacted for the protection and benefits of workmen /employees/staff or otherwise such as Employees State Insurance Act and Employees Provident Fund Miscellaneous Provision Act etc. and such other Acts like Profession Tax Act etc. as applicable and that Bidder is duly registered under the provisions of the said Acts and is complying with the provisions of the Acts.

## ***TBOCWWB: RFP for procurement of Tool Kits***

The Bidder shall allow TBOCWWB as well as regulatory authorities to verify books in so far as they relate to compliance with the provisions of these Acts and shall provide on demand by TBOCWWB & regulatory authorities such documentary proof as may be necessary to confirm compliance in this regard. TBOCWWB shall not be responsible in any event to the employees of Bidder for any of their outstanding claims or liability in that regard. TBOCWWB shall not be responsible for any claim or demand made by such personnel for their dues outstanding against Bidder.

### **7.17 Governing Language**

All correspondences and other documents pertaining to this Agreement shall be in English only.

### **7.18 Addresses for Notices**

TBOCWWB  
Govt. of Tripura  
2<sup>nd</sup> Floor, SHRAM BHAVAN  
Office Lane, Agartala- 799001

8 Section 8 - Annexure

8.1 Annexure-I: Bid Offer Form

*(Bidder's Letter Head)*

**BID OFFER FORM**

Date:

To  
The Secretary,  
TBOCWWB,  
Govt. of Tripura

Subject: RFP No.F.3(13)TB&OCWWB/STORE/E-PROCUREMENT/2022, Dated: 12.08.2022  
for "Selection of Agency for supply of Tool Kits for TBOCWWB, Govt. of Tripura".

Dear Sir,

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.

We acknowledge having received and studied all the following addenda / corrigenda to the RFP document.

While submitting this bid, we certify that:

1. Prices have been quoted in INR.
2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
4. We agree that the rates / quotes, terms and conditions furnished in this RFP are for TBOCWWB.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

**8.2 Annexure-II: Make and Model offered by the interested agencies**

Tool Category wise Make and Model offered		
Bar bending Tools		
S1	Item	Make and Model
1	Hammer	
2	Cold Chisel	
3	Binding hooks set of 8 Nos	
4	Lever	
5	Plumb line (bob)	
6	Measuring Tape	
7	Try Square	
8	Pin Plate	
9	Small Bar cutting tools	
Electrician Tool Kits		
S1	Specifications	Make and Model
1	Impact Drilling Machine 550 Watts, Capacity 12mm.	
2	5 Masonry drill bits : 4, 5, 6, 8, 10 mm	
3	4 Wood drill bits : 4, 5, 6, 8 mm	
4	30 Wall plugs : 10 x 5ø/25 mm, 10 x 6ø/30 mm, 10 x 8ø/35 mm	
5	4 Screw drivers with sleeves 100mm, 125mm, 150mm, 200mm.	
6	CYL2 concrete drill bits set in the pouch - 3,4,5,6,7,8,9,10mm	
7	Multi meter Digital, 3 1/2 digit, DC Voltage 200mV to 1000 V, AC voltage 2V to 750V, DC Current 2mA to 10A, AC Current 20mA to 10A, Resistance 200 ohms to 200	
8	Sliding knife	
9	Hammer ball pin 1 lb with handle.	
10	Combination plier cum wire cutter 6 in./ 150mm with insulated grips.	
Mason Tool Kits		
S1	Item	Make and Model
1	Plumb Line (BOB)	
2	Right Angle	
3	Hammer	
4	Brick Hammer	
5	Level Tube	
6	Spirit Level	
7	Gare Chakke	
8	Guru Mal	
9	Set of 4 number Trowel Karne (Thyapi)	
10	Measuring Steel Tape	
11	Measuring Tape	
12	Matgol	
13	Painting Brush	
14	Concrete and wall Chisel set of 2 numbers	
Plumbing Tool Kits		
S1	Item	Make and Model
1	Impact Drilling Machine	
2	Masonry drill bits	
3	Allen keys #1.5	
4	RV bits 50mm	

5	Wall Plugs	
6	Wrenches	
7	Hammer	
8	Hack saw frame with blade (Cutter)	