



GOVERNMENT OF TRIPURA

ANIMAL RESOURCES DEVELOPMENT DEPARTMENT

**REQUEST FOR PROPOSAL (RFP) DOCUMENT
FROM CENTRAL PSU or TRIPURA STATE PSU
FOR
SELECTION OF PROJECT MANAGEMENT CONSULTANCY FOR
Establishment of Veterinary Clinical Complex (VCC) at C.V.SC and A.H.
R.K.Nagar, Agartala Tripura.**

RFP Ref. No.EE/ARDD/2025-26/01

(Participation through e-tender only)

Visit: <https://tripuratenders.gov.in>

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Disclaimer

The information contained in this proposal (*RFP*) document provided to the bidder, by or on behalf of Animal Resources Development Department (ARDD), Government of Tripura or any of its employees or advisors, is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the bidder with information to assist the formulation of their proposals. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for ARDD, Tripura, its employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each bidder who read or uses this RFP document. Each bidder should contact 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 from appropriate sources. ARDD, Tripura, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

Definitions:

In this RFP the words and expression defined below shall have the meaning assigned to them respectively, except where the context requires otherwise:

i) Works: The works means Project Management Consultancy service for Establishment of Veterinary Clinical Complex (VCC) at C.V.SC and A.H,R.K. Nagar, Agartala, Tripura.

ii) "Contract" means the Contract signed by the Parties with all attachments, namely Schedules, Annexure, Supplements, Appendices, Appendages and all modifications, if any, made in accordance with the provisions of this agreement thereof (*between the ARDD, Tripura and the Project Management Consultancy*).

iii) ARDD/Client means Animal Resources Development Department (ARDD), GoT.

iv) 'Approval' means approval in writing by the designated officer of the ARDD.

v) 'Project Management Consultancy' means the Government Agency Selected for executing the work.

vi) 'Service Charge' shall mean the agreed fees payable by ARDD, Tripura to the Project Management Consultancy for the services rendered by it

vii) 'Contractor' means the contractor(s) or suppliers or agencies employed by the Project Management Consultancy for the work.

viii) "Completion" means when works are complete in all respects along with associated services i.e., ready to occupy and are actually handed over to the ARDD.

ix) "CVC" means Central Vigilance Commission, Government of India.

x) "CAG" means Controller Auditor General, Government of India.

**GOVERNMENT OF TRIPURA
ANIMAL RESOURCES DEVELOPMENT DEPARTMENT**

PNleRFP No.: 01/EE(ARDD)/2025-26

Date: 08/10/2025

PRESS NOTICE INVITING REQUEST FOR PROPOSAL

- 1) The Executive Engineer, Animal Resources Development Department , Govt. of Tripura, invites online percentage rate e-tender in two bid system for the following work:**
- 2) RFP No.: EE(ARDD)/2025-26/01**
- 3) Name of work:** Project Management Consultancy Services for Establishment of Veterinary Clinical Complex (VCC) at C.V.SC and A.H, R.K. Nagar, Agartala Tripura.
- 4) Earnest Money Deposit : Rs.50000.00**
- 5) Bid Fee : Rs.5000.00**
- 6) Start date of Bid submission:- 15/10/2025**
- 7) Last date & time for online Bidding : - 24th October'2025, upto 15.00 Hrs.**

The bid forms and other details including **online activities should be done** in the e-procurement portal <https://tripuratenders.gov.in> & [//ardd.tripura.gov.in](http://ardd.tripura.gov.in)

**EXECUTIVE ENGINEER
ENGINEERING CELL, ARDD
GOVT. OF TRIPURA
AGARTALA TRIPURA**

CHECK LIST

Check List of items pertaining to Technical Proposal to be submitted by the bidder on or before the last Date & Time of Bid Submission	
Document No.	Items
1	Letter of proposal by bidder in the prescribed format as per (To be submitted) Appendix 'A'
2	Details of technical eligibility to be submitted by the tenderer (To be submitted) (Appendix 'C1')
3	Description of each Agreement executed by Bidder to illustrate Technical Eligibility <i>[Duly signed by the Client](To be submitted) (Appendix-“C2”)</i>
4	Bankers 'Certificate from a Scheduled Bank (To be submitted) (Appendix-“D”)
5	Detail/Structure of the Project Management Consultancy <i>(To be submitted) (Appendix-“E”)</i>
6	Details of Technical and Administrative Personnel available with the Project Management Consultancy <i>(To be submitted)(Appendix-“F”)</i>
7	Affidavit By The Bidder <i>(To be submitted) (Appendix-“H”)</i>
8	In case of Company –Submit following DOCUMENT: (i) MOA & AOA of the Company (ii) Power of Attorney duly registered & notarized by Company <i>(backed by Resolution of Board of Directors)</i> in favour of individual, signing the tender on behalf of Company
9	Goods Service Tax Registration Number and PAN/TAN Card (To be submitted)
10	Financial Bid to be filled and submitted online

Data Sheet

S. No.	Item	Description
1	Name of Work	Project Management Consultancy Services for “Establishment of Veterinary Clinical Complex (VCC) at C.V.SC and A.H, R.K. Nagar, Agartala Tripura”.
2	Brief Scope of the project for which Project Management Consultancy Services is sought	As per Tender document
3	Tentative Project Cost (Cost of construction of project for which service is sought)	Rs. 13.00 Cr
4	Type of Tender	Open E-tender (Two Bid System)
5	Last date and time of Submission of proposal	24/10/2025 at 3.00 PM
6	Opening of Technical proposal	27/10/2025 at 3.30 PM
7	Date of opening of Financial proposals	To be communicated later to only those bidders /consultants who found technically qualified after opening of technical bid.
8	Date of Presentation	To be communicated later to only those bidders /consultants who found technically qualified after opening of technical bid.
9	Duration of Services:	Project Management Consultancy Services will be for a period of 24 Months (tentative: to be considered from award or execution of MOU of execution contract whichever is later) ; however, Project Management Consultancy Services will be co-terminus with the project and time period is extended for whatsoever reasons, Project Management Consultancy Services also would be deemed to have been extended by the same time period without any extra cost over & above the accepted rate of Project Management Consultancy

		<p>Services Contract.</p> <p>Thus, the Project Management Consultancy Services would be required till completion and handing over of the project to ARDD, including defect liability period of Project Management Consultancy Services Contract</p>
10	Earnest Money Deposit	Rs.50000.00
11	Validity of proposal/Bid	180 days
12	Venue of Pre-bid Meeting online/offline	<p>Video Conference Room, Animal Resources Development Department (ARDD), P.N. Complex, Gurkhabasti, Agartala, Tripura</p> <p>e-mail ID: ecellarddtripura@gmail.com</p> <p>Online Link: PRE-BID MEETING</p> <p>On 14/10/2025 at 11:30 hrs– 12.30pm</p> <p>To be conducted Online through Google meet (interested bidders shall send the request for participation through email on or before 13/10/2025, 04:00 PM at e-mail ID: ecellarddtripura@gmail.com)</p>

SECTION-1
NOTICE INVITING REQUEST FOR PROPOSAL

(Participation through e-tender only)

NOTICE INVITING REQUEST FOR PROPOSAL
RFP No: EE(ARDD)/2025-26/01

(Participation through e-tender only)

1. The Executive Engineer for and on behalf of Animal Resources Development Department (ARDD), GoT invites Request for Proposal (*through open Tender*) in two bid system from **Central PSU or Tripura State PSU** involved in construction activities etc. meeting qualifying requirements and having requisite experience and financial capacity for the following work

Name of the work	Project Management Consultancy Services for -“Establishment of Veterinary Clinical Complex (VCC) at C.V.SC and A.H.R.K. Nagar, Agartala Tripura”.
Type of Tender	Open Tender (Two Bid system)
Client/Owner	Animal Resources Development Department (ARDD), GoT
Issuance Document of Tender	Can be downloaded from the e-tender portal https://tripuratenders.gov.in
Tentative cost of Project	Rs. 13.00 Cr
Earnest Money Deposit	Rs. 50000.00
Project Completion Duration	24 Months from the date of Signing of MoU
Defect Liability Period of PROJECT MANAGEMENT CONSULTANCY Contract	15(fifteen) months from the date of issue of work completion certificate
Validity of offer	180 days from the date of opening of the bid
Performance Guarantee	5% of the Awarded value of the Project Management Consultancy Contract in the form of “Irrevocable Bank Guarantee” drawn in favour of the Executive Engineer, Engineering Cell, ARDD, Agartala, Tripura from a well-recognized scheduled/commercial Bank guaranteed by the Reserve Bank of India having branch at Agartala, Tripura. In case of failure to submit the “Performance Guarantee” by the successful bidder (L1) within the prescribed time, including the extended period if any, the full amount of earnest money so deposited online during the bid submission, will be forfeited to the Government account without any notice to the bidder. The Performance Guarantee shall be initially valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP) Project Management Consultancy Services Contract. In case the time for completion of work gets extended,

	the agency shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After issuing of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest and after the contractor duly performs
e-tendering Website address	https://tripuratenders.gov.in
Date & Time Schedule	
Date of document Download (Online)	From Date 15/10/2025
Pre-Bid meeting with the prospective bidders	14/10/2025 at 11:30 hrs. To be conducted Online through Google meet (interested bidders shall send the request for participation through email on or before 13/10/2025, 04:00 PM at e-mail ID: ecellarddtripura@gmail.com
Issue of Corrigendum, if any	On or before three days from date of submission of Tender (on https://tripuratenders.gov.in)
Bid submission start Date	15/10/2025
Last date of submission of Bid	24/10/2025 at 3.00 PM
Date & Time of Opening of Technical Bid (Online)	27/10/2025 at 3.30 PM (if possible)
Date & Time Presentation (Online)/ Offline	To be intimated after opening of Technical Bid
Date & Time of opening of Financial Bid (online)	To be communicated later to only those bidders /consultants who are found technically qualified after closure of Technical Evaluation & Selection procedure as defined in Section-4 of the RFP document.

- Eligibility criteria of tenderer shall be assessed as per Section-2, Instruction to Bidders & Eligibility Criteria.
- The RFP can be downloaded from the website <https://tripuratenders.gov.in.&ardd.tripura.gov.in> Bidders are advised not to make any corrections, additions alterations in the downloaded RFP document. In case, any corrections, additions or alterations in the downloaded RFP DOCUMENT are made, such proposal shall be **summarily rejected**.

4. The intending tenderer(s) must read the terms and conditions of this bid document RFP carefully and should only submit the proposal bid if considers eligible and in possession of all the DOCUMENT required.
5. Information and Instructions for tenderers posted on website <https://tripuratenders.gov.in> shall form part of RFP document.
6. Interested bidders who wish to participate should visit **e-tender Portal** on the website <https://tripuratenders.gov.in>, which is the only website for bidding their offer.
7. ARDD, GoT may issue addendum(s)/corrigendum(s) to the RFP. In such case, the **addendum(s)/corrigendum(s)** shall be issued and placed **only on e-tender Portal** <https://tripuratenders.gov.in>, at least three days in advance of last date fixed for submission of proposal. The tenderer must keep themselves updated about the latest developments about the tender and ensure that the addendum(s)/Corrigendum(s), if any are downloaded by them from the E-tender Portal (*in PDF Format*) and thereafter is/are uploaded on the E-tender Portal through their digital signature.
8. The tender DOCUMENT should be submitted through online mode only in website <https://tripuratenders.gov.in> . **The offers submitted other than online mode, will not be accepted.** Please refer Section-3 (**Preparation & Submission of Proposal**) to know in detail about procedure for submission of E-tender.
9. To participate in the E-Tender submission, it is mandatory for the bidders to have **user ID & password** to login <https://tripuratenders.gov.in>. Please refer Section-3 (**Preparation & Submission of Proposal**) to know in detail about procedure for submission of E-tender.
10. The intending bidder(s) must have valid class-III digital signature to submit the bid.
11. Bidder (s) should upload DOCUMENT in the form of PDF format.
12. The bidder (s) is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender DOCUMENT and **not to stipulate any deviations**, else, the offer may be liable to be rejected.
13. Notwithstanding anything stated above, ARDD, GoT reserves the right to assess the capabilities and capacity of the tenderers to perform the contract in the overall interest of ARDD, Tripura.
14. The bidder(s) if required, may submit questions in writing or e-mail at ecellarddtripura@gmail.com ARDD to seek clarifications (on or before the date of pre-bid meeting) to the Office of the Animal Resources Development Department , P .N complex, Gurkhabasti, Agartala, Tripura.
15. Technical proposal shall be opened online on E-tender Portal at the address given below at the time and date given in NIT.

Directorate of Animal Resources Development Department

Gurkhabasti, P.N. Complex, Agartala,

West Tripura - 799006

Telephone: +91-381-2323611

16. Financial bid of only technically qualified tenderers will be opened at a later stage after closure of technical selection procedure only.

17 .Any tender received ***without Earnest Money & Bid Fee*** in the form as specified in tender DOCUMENT (online mode) shall not be considered and shall be ***summarily rejected***.

18. ARDD, GoT reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept/reject any or all tenders without assigning any reasons thereof. ARDD's assessment of suitability as per eligibility criteria shall be final and binding. ARDD, GoT also reserves the right for asking of any clarification from the tenderers on the submitted bid for evaluation purpose and the tenderer would have to promptly clarify the same.

19. Bidder(s) may note that, they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. ***EMD*** of such bidder(s) ***shall be forfeited***. The decision of ARDD, GoT in this regard shall be final and binding.

20. JV or Consortium of any kind will not be permitted for this tender.

We look forward for your active participation.

For & On behalf of Governor of Tripura

EXECUTIVE ENGINEER
ENGINEERING CELL, ARDD
GOVT. OF TRIPURA
AGARTALA TRIPURA

SECTION-2
INSTRUCTIONS TO THE BIDDERS (ITB) & ELIGIBILITY CRITERIA

SECTION–2

Instructions to the Bidders (ITB) & Eligibility Criteria

1) Objectives:

ARDD, Tripura intend to avail the service support as Project Management Consultancy (PMC) from the **Central PSU or Tripura State PSU** for -“Establishment of Veterinary Clinical Complex (VCC) at C.V.SC and A.H.R.K. Nagar, Agartala Tripura”.

The broad objectives of engaging the Project Management Consultancy is to ensure:

- i) High standards of planning, designing, execution and commissioning of the projects as per requirements;
- ii) High standards of quality assurance in the execution of the works;
- iii) The completion of the works within the stipulated time frame;
- iv) The comprehensive supervision of Project implementation activities including, designing, execution and handing over the project to ARDD, Tripura and its maintenance till defect liability period to be carried out by different contractors;
- v) The efficient construction supervision by personnel who are experienced in modern methods of construction, supervision and contract management;
- vi) The application of reasonable and consistent design, construction and contractual resolutions of the contracts.
- vii) All such other actions required to be taken for satisfactory completion of the project to the entire satisfaction of ARDD, Tripura.

2) Invitation to submit proposal:

Animal Resources Development Department, GoT invites Tender from Proposal (*through open Tender*) in two bid system from **Central PSU or Tripura State PSU** in construction activities etc., for acting as Project Management Consultancy for -“Establishment of Veterinary Clinical Complex (VCC) at C.V.SC and A.H.R.K. Nagar, Agartala Tripura”.

3) Minimum Initial Eligibility Criteria:

- (i) The organization should have experience as Project Management Consultancy/Implementation Agency in executing construction works for a period of minimum 07 (seven) years ending last day of preceding month of the date of this RFP.
- (ii) **Experience on completion of value of any construction work in the name of bidder/bidding firm during the last 05 years ending last day of March'2025:**

Work of **worth upto Rs. 30.00 Crores**

"Construction work" shall mean **Construction of building and allied works in any Central or State Govt. Dept/ Organization/PSU/Autonomous Body etc. in last 5 years in North East.** Documents submitted for qualification shall have specific mention of the works described for the bidder. **For evaluation purpose, the completion cost of works by bidder in his name must be mentioned in the certificate issued.**

(The **Experience certificates** issued by Government Organizations shall be accepted by tendering authority for Evaluation.)

- a) The tenderer shall submit the completion certificate from the client(s) for the eligible assignment as per the formats in Appendix-C1 & C2 of Section-6 as part of its technical offer for demonstrating its technical capacity and claiming the technical score. All documents, either original or photocopy, should be self-attested.
- b) The tenderer shall submit its work experience in the form of eligible assignments in the formats specified at Appendix-C1 & C2 of Section-6 as part of its technical offer for demonstrating its technical capacity and claiming the technical score.
- c) The tenderer should not have been blacklisted by any State/Central Government Department/ Autonomous Bodies/PSU. An affidavit on a non-judicial stamp paper of value Rs. 200/- is to be furnished certifying the same.

d) **Meaning of Similar Works:**

For the purpose of determining the conditions of eligibility and for evaluating the technical offers under this tender, completed/substantially completed contracts of Implementation Agency Services/ Executive Agency Services (services actually provided under the contract) must include work of **“Construction of building and allied works in Any Central or State Govt.**

Dept/ Organization/PSU/Autonomous Body etc. in last 5 years in North East.”

(iii) Financial Capability:

- a)** The tenderer shall have an average annual turnover of Rs. 100.00 Cr or above in the last 3 years with a positive net worth.
- b)** The applicant should have a valid GST registration number.
- c)** The applicant should submit a copy of PAN/TAN in the name of the firm.
- d)** The bidder shall not have incurred a loss in any of the preceding 7 years ending March 2025. Intending applicants are required to submit their last seven years' balance sheets (Profit & Loss Statements) and a certificate duly audited & issued by the Chartered Accountant.
- e)** The applicant must have executed at least 3 (three) works in **Tripura** of any value on a PMC basis within the last 7 years, ending on the last date of submission of the tender. Bidders should submit MOU/ Agreement/ Sanction/ Completion certificates with the client for the work.
- f)** The Applicant should have Project office in TRIPURA from last 10 year. Bidders should submit the Documentary evidence in support of the same

- (iv) Applicants shall have the following **technical manpower** (to be supported with CV) for Assignment and to be considered for technical qualification scoring. The list of key personnel and their qualification and experience are listed below.

S. No.	Team Composition	Required qualification and experience
1	Civil Engineer (B. Tech/B.E)	B. Tech/B.E in Civil Should have minimum 5 years of total experience in Civil, plumbing and sanitary works, sewage distribution works etc.
2	Civil Engineer / Electrical (B. Tech/BE)	B. Tech/B.E in Civil/ Electrical Should have minimum 3 years of total experience in Civil/Electrical works

Note: In case of non-availability of certain in-house technical professional staff, they can hire any reputed consultant/Firm who has the credential in respective field. In support of claimed experience associated with the Bidder, certified copy of Appointment/Offer letter (**duly certified by the individual as well as by authorized signatory of the company**) shall also be attached.

4) General Instructions:

- i. i)For the purpose of this RFP document, a Business Entity shall mean a firm that must be a Public Sector Unit under the Tripura State/Central Government.
- ii. ii)JV/Consortia shall not be eligible.
- iii. Experience of a bidder as a member of a consortium, for any project/work, shall not be considered.
- iv. ARDD, Tripura intends to appoint a PMC for the work. The estimated cost of the work, for which services of Project Management Consultancy are required, is expected to be around **Rs.1300.00 lakh**. ARDD, Tripura shall also have the discretion to increase or decrease the scope of services under the assignment. The service charge of the agency has to be quoted in percentage (%) and uploaded on the online portal. The PMC charge must be exclusive of GST.
- v. ARDD, Tripura intends to adopt a single-stage (two-packet system) bidding process for the selection of Project Management Consultancy for the assignment. Terms of Reference and Scope of Service are set out in Section-4.
- vi. The proposals received from eligible Project Management Consultancy firms shall be evaluated based on the criteria set out in this RFP document. Each bidder shall submit a maximum of one (1) proposal for the assignment. Any bidder who submits more than one proposal for the assignment shall be disqualified. The bidder shall also be responsible for and shall pay for all costs associated with the preparation of its proposal and its participation in the bidding process.
- vii. The successful bidder is required to enter into a Memorandum of Understanding (MOU) as per Appendix B with ARDD, Tripura. The fees shall be paid to the successful bidder by ARDD, Tripura as per the payment schedule set out in this RFP document.
- viii. The proposal shall remain valid for a period not less than 180 days from the last date of the opening of bids. ARDD, Tripura reserves the right to reject any proposal that does not meet this requirement. The proposal validity period may further be extended by mutual consent.

5) BID Security/Earnest Money:

- (i) Bid Security/Earnest Money will not be a part of Security Deposit.
- (ii) The bidders shall pay the amount of Earnest Money for an amount **Rs.50,000.00**, is to be paid in form of electronically over the online payment facility provided in the e-procurement portal any time after start date of bid submission and before bid submission end date using Net Banking facility by the bidders.
- (iii) The successful top scorer bidder (i.e. H1 bidder), has to submit a "Performance Guarantee" equivalent amount @ 5% (five percent) of the Tendered/Bid Amount in the form of "Irrevocable Bank Guarantee" drawn in favour of the **Executive Engineer,Engineering Cell (ARDD), Agartala, Tripura** from a well-recognized scheduled/commercial Bank guaranteed by the Reserve Bank of India having branch at Agartala, Tripura and to be deposited within time period of 30 days from the date of issue of "Letter of Acceptance (LOA)" to the bidder.

- (iv) On receipt of “Performance Guarantee” from the H1 Bidder, the concerned **authority** shall verify these document’s authenticity, validity period and amount from the issuing bank immediately before acceptance.
- (v) The full amount of the Earnest Money of all bidders (technically responsive & non-responsive) including H1 (top scorer bidder) will automatically be returned to their respective bank account, once the online process of “Award of Contract” (AOC) has been completed or tender process has been cancelled in e-procurement portal.
- (vi) In case of failure to submit the “Performance Guarantee” by the H1 within the prescribed time, including the extended period if any, the full amount of earnest money so deposited online during the bid submission, will be forfeited to the Government account without any notice to the bidder.
- (vii) Earnest Money so deposited by the bidders will not carry any interest and it will be dealt with as provided in the condition stipulated in the bid.
- (viii) The Earnest Money shall also be forfeited as follows:
 - a) If the Bidder withdraws the Bid during the validity period of Bid, the full (100%) amount of the earnest money so deposited online, will be forfeited by **the concerned Authority** to the Government account without any notice to the bidder. Also, the bidder shall be liable to be suspended from taking part/ submission of bid, in any bidding process of the Department for 180(one hundred eighty) days starting from the date of withdrawn of bid by the bidder and the same information shall be recorded in his/her enlistment up gradation or revalidation process document.
 - b) In case of minor infirmity / shortfall documents, Tender Inviting Authority may, at his discretion, ask the bidder to respond within 10(ten) days from the date of issue of letter and also mentioning therein that, if the bidder does not comply or respond by the date, his/her tender will be liable to be rejected.

6. Cost of Tender DOCUMENT downloaded from internet:

- (i) Tender document is available on <https://tripuratenders.gov.in> and the same can be downloaded and used as tender DOCUMENT for submitting the offer. The Bid Fee for an amount of **Rs. 5000.00 (Rupees Five Thousand)** only to be paid electronically over the online payment facility provided in the e-procurement portal any time after start date of bid submission and before bid submission end date using Net Banking facility by the bidders, is Non-Refundable (except in case of cancellation of tender before opening of technical bid, Bid Fee is Refundable) and to be deposited to the Government account automatically as revenue. Payment of Bid Fee is mandatory.
- (ii) Please note that **the cost of the tender document & Earnest Money Deposit should be paid separately and not to be clubbed together.**

7. Clarifications and Amendments to RFP DOCUMENT:

- (i) Bidders may request a clarification of any of the issue related to the RFP document up to the date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The responses of ARDD, GoT will be uploaded in the website (<https://tripuratenders.gov.in>), without identifying the source of inquiry.
- (ii) At any time before the proposal due date, ARDD, GoT may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an amendment. The amendment shall be uploaded in the website (<https://tripuratenders.gov.in>) only. The amendments shall be binding on the bidders. To give bidders reasonable time to take an amendment into account in their proposals, the ARDD, GoT may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission by uploading a notice on E-tender Portal only. In case there is a substantial change in RFP, ARDD may publish the revised RFP. Revised RFP will be uploaded on E-tender portal (<https://tripuratenders.gov.in>) only.

8. Conflict of Interest:

ARDD, GoT policies require that selected bidders under contracts provide professional, objective, and impartial advice and at all times hold the ARDD's interest's paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders shall not be engaged for any assignment that would be in conflict with their prior or current obligations to other Govt Department/organization/PSUS, or that may place them in a position of not being able to carry out the assignment in the best interest of ARDD, GoT. Without limitation on the generality of the foregoing bidders, and any of their associates shall be considered to have a conflict of interest and shall **not be engaged under any of the circumstances set forth below:**

- (i) If a consultant combines the function of consulting with those of contracting and/or supply of equipment; or
- (ii) If a consultant is associated with or affiliated to a contractor or manufacturer; or
- (iii) If a consultant is associated with or affiliated to or combines the function of consulting with firm that prepared the Detailed Project Report (DPR) or proof checking engineering, design, supervision for the projects(s) etc. under assignment.
- (iv) If a consultant is owned by a contractor or a manufacturing firm for the projects(s) under assignment. offering services as bidders for the consultant should include relevant information on such relationships along with a statement in the Technical proposal cover letter to the effect that the consultant will limit its role to that of a consultant and disqualify itself and its associates from work, in any other capacity or any future project within the next five years (*subject to adjustment by ARDD in special cases*), that may emerge from this assignment (*including bidding or any part of the future project*). The contract with the consultant selected to undertake this assignment will contain an appropriate provision to such effect; or

- (v) If there is a conflict among consulting assignments, the consultant (*including its personnel*) and any subsidiaries or entities controlled by such consultant shall not be engaged for the relevant assignment.

9.Fraud and Corruption:

ARDD, GoT requires that bidders to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the ARDD:

- (i) Defines, for the purposes of this provision, **the terms set forth below as follows:**
 - (a) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the consultant selection process or in contract execution;
 - (b) “Fraudulent practice” means a representation or omission of facts in order to influence a selection process or the execution of a contract;
 - (c) “Collusive practices” means a scheme of arrangement between two or more bidders, designed to influence the action of any party in a consultant selection process or the execution of a contract;
 - (d) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a consultant selection process, or affect the execution of a contract; and
- (ii) ARDD, GoT will reject a proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (iii) ARDD, GoT will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in ARDD-financed activities if it at any time collusive or coercive practices in competing for, or in executing, an ARDD -financed contract; and
- (iv) ARDD, GoT will have the right to require that, in consultant selection documentation and in contracts financed by the ARDD, a provision be included requiring bidders to permit the ARDD, GoT or its representative to inspect their accounts and records and other DOCUMENT relating to consultant selection and to the performance of the contract and to have them audited by auditors appointed by the ARDD, GoT.

10. Performance Guarantee (P.G.):

The procedure for obtaining Performance Guarantee is outlined below:

- (i) The successful bidder shall have to submit a Performance Guarantee (PG) within **30(thirty)** days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 10 (*ten*) days and upto 7 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. (However, a penal interest of 0.1% per day shall be charged for the delay beyond 10 (*ten*) days, i.e. from 11th day after the date of issue of LOA). In case the consultant fails to submit the requisite PG even after 60 days from the date of issue of LOA, the ***contract shall be terminated duly forfeiting EMD and other dues***, if any payable against that contract. The failed consultant shall be debarred from participating in re-tender for that work.
- (ii) The successful bidder shall submit the Performance Guarantee in the following form amounting to 5% of the **Quoted PMC Values**.
 - i. i) Irrevocable Bank Guarantee
- (iii) The performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the contract agreement. The agreement should normally be signed within 21 (twenty-one) days after the issue of LOA and the Performance Guarantee shall also be submitted within this time limit. This P. G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that **including Defect Liability Period (DLP)**. In case, the time limit for completion of work gets extended, the consultant shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days **including Defect Liability Period (DLP)**.
- (iv) The performance Guarantee (PG) and the security deposit shall be released only after the expiry of the defect liability period and after passing the final bill based on 'No Claim Certificate' from the Consultant.
- (v) **Whenever the contract is rescinded due to the fault of PMC, the Performance Guarantee shall be forfeited and the Performance Guarantee shall be encashed.** The balance work shall be got done independently without risk and cost of the failed Consultant; the failed Consultant shall be debarred from participating in the tender for executing the balance work.

(vi) The ARDD shall not make a claim under the Performance Guarantee except for amounts to which, the ARDD, GoT is entitled under the contract (*not withstanding and/or without prejudice to any other provisions in the contract agreement*) in the event of

- a) Failure by the Consultant to extend the validity of the Performance Guarantee as described herein above, in which event the ARDD may claim the full amount of the Performance Guarantee.
- b) Failure by the Consultant to pay ARDD, GoT any amount due, either as agreed by the Consultant or determined under any of the Clauses/conditions of the agreement, within 30 days of the service of the notice to the effect by ARDD.
- c) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the ARDD, GoT.

11) Execution of MOU

The tenderer whose tender is accepted shall be required to appear in person at the office of the Directorate of ARDD, Govt. of Tripura, Agartala, India, or, if a firm or corporation, a duly authorized representative shall appear and execute the MOU as per Appendix B, 30 days after notice that the contract has been awarded to them. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender, in which case, the tender shall stand forfeited, without prejudice to any other rights or remedies. In the event of any tenderer whose tender is accepted refusing to execute the MOU as per Appendix B, as provided above, ARDD, Tripura may determine that such tenderer has abandoned the contract, and thereafter, their tender and acceptance thereof shall be treated as cancelled.

12) Right of Rejection:

ARDD, Tripura reserves the right to reject any proposal that does not address all the requirements of the RFP. In addition, ARDD, Tripura reserves the right to accept or reject any proposal submitted by the agencies, and to cancel the RFP process and reject all proposal submissions at any time, without thereby incurring any liability to the affected agency or any obligation to inform the affected agency of the grounds for ARDD, Tripura's action.

13) Disqualification:

ARDD, Tripura may disqualify bids on account of, but not limited to, the following reasons:

- (i) If received after the last date and time.
- (ii) If the bidder disregards any of the terms and conditions of the bid and/or leaves any ambiguity in the calculation of the service charges.
- (iii) If the participant attempts to influence any member of the selection board.
- (iv) Conditional bids.

- (v) If the bidder provides any misleading information or conceals any information.
- (vi) If the bidder is under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India (GOI), State/Central Government, or any other of their agencies.
- (vii) If the information provided is incomplete.
- (viii) Non-fulfilment of any of the eligibility criteria.

The decision of ARDD, Tripura in the matter of disqualification shall be final, and no further correspondence shall be entertained from any disqualified bidder thereafter.

14) Termination of Bid:

(i) Against all expectations entertained by ARDD, Tripura, if none of the participating firms could be declared by ARDD, Tripura as the winner of the bid, the bidding will be regarded as terminated.

(ii) ARDD, Tripura reserves the right to accept or reject only one or all bidders, including the lowest bidder, without assigning any reason(s) whatsoever.

15) Settlement of Disputes:

The decision of ARDD, Tripura shall be final and binding on the participating firms. In the event of any grievance, the aggrieved party may make a representation before the Director, ARDD, Tripura, within 3 working days of the announcement of the successful bidder. The Director, ARDD, Tripura will decide upon the issue raised by the aggrieved party and provide a written finding within 15 days of receiving the representation. The findings of the Director, ARDD, Tripura will be final and binding upon the aggrieved party.

16) Additional Information:

ARDD, Tripura reserves the right to:

- (i) Postpone and/or extend the date of receipt of bids or to withdraw the bidding notice without assigning any reason thereof, entirely at the discretion of ARDD, Tripura. In such an event, bidders shall not be entitled to any compensation in any form whatsoever.
- (ii) Reject or accept proposals; and
- (iii) Cancel the bidding process and reject all or any of the proposals and will not be bound to accept the lowest or any proposal or to give any reasons for the decision.
- (iv) The RFP and supporting documents shall be signed by the authorized person(s) of the bidder. All pages of the documents shall be stamped and signed by the applicant. The RFP shall contain the name, address, and place of business of the tenderer and shall be signed by the tenderer with their usual signature.

(v) Duration of the Contract:

The Contract Agreement shall be valid until the completion and handing over of the project, including the defect liability period, which will be 12 months from the date of issue of the work completion certificate. This will include rectifications of defects, handing over of completed works to the concerned institutions, and resolution of disputes, if any. No

extra charge will be paid to the Project Management Consultancy in case of extension of the project duration, provided the scope of work has not changed.

SECTION-3
PREPARATION & SUBMISSION OF PROPOSAL

SECTION-3

Preparation & Submission of Proposal

1. Submission of Bids:

1.1 Registration of Bidders on e-Procurement Portal:

All the bidders intending to participate in the tenders processed online are required to get registered (which is **free of cost**) on the centralized e-procurement portal <https://tripuratenders.gov.in>. For online enrolment for e-Procurement as a bidder, the bidder has to go to tender home page, click on “**Online Bidder Enrolment**” link and just fill up the registration form online. On successful submission, the registered login ID can be used to login. Then login again and map the Digital Signature Certificate (DSC) with bidder’s account, which complete the online enrolment process. Please visit the portal for more details.

1.2 Obtaining a Digital Signature Certificate (DSC):

- 1.2.1 The Bids submitted online should be encrypted and signed electronically with a DSC to establish the identity of the bidder bidding online. These DSC are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 1.2.2 The bidders may obtain **Class 3 DSC** from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities (CCA).
- 1.2.3 Bid for a particular tender must be submitted online using the DSC (Signing & Encryption). In case, during the process of a particular tender, if the **user loses his DSC** (*due to virus attack, hardware problem, operating system or any other problem*), he/she **will not be able to submit the bid online**. Hence, the users are advised to **keep a backup of the certificate** and also keep the **copies at safe place under proper security** (for its use in case of emergencies).
- 1.2.4 In case of online tendering, if the DSC, issued to the authorized user of a **firm**, is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate/power of attorney /lawful authorization to that User. The **firm has to authorize a specific individual** through an **authorization certificate signed by all partners** to use the DSC as per **Indian Information Technology Act, 2000**. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act, 2000. The DSC of this authorized user will be binding on the firm.
- 1.2.5 **In case of any change in the authorization**, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 1.2.6 The same procedure holds true for the authorized users in a **private/Public limited company**. In this case, the authorization certificate will have to be signed by the directors of the company.
- 1.2.7 **DSC of one company or agency cannot be used for uploading of bid documents by another company or agency. If it is used**, the same is **illegal** under Indian Information Technology Act, 2000 (IT ACT) and will **attract offenses** as per the provisions of the IT ACT & **rejection of bid/tender**.

1.2.8 **Bidders** participating in online tenders shall **check the validity of his/her DSC before participating in the online Tenders** at the e-procurement portal <https://tripuratenders.gov.in>.

1.3 The Bidders, who are desirous of participating, shall submit their Technical bids, Financial bids etc., in the Standard formats prescribed in the bid documents through the e-procurement portal <https://tripuratenders.gov.in>.

1.4 The Technical as well as Financial Bid, with all necessary softcopies of certificates, documents, BOQ are to be submitted by the bidder through e-procurement portal <https://tripuratenders.gov.in> before the last date and time of bidding.

If any of the certificates, documents, etc., submitted by the Bidder is found to be false / fabricated / bogus, the bidder will be **disqualified for 1(one)year** and the Earnest Money will be forfeited. The **Bidder is liable** to be **blacklisted** if **he/she repeats** the process of submitting/ furnishing false/ fake/fabricated documents.

1.5 **List of documents to be scanned and uploaded:**

1.5.1 **Documents to be kept in “My Document” folder of Bidder:** Before quoting the rate and uploading the ‘Financial Bid’, bidders are advised to upload scanned copies of all the requisite DOCUMENT in the document library of E-tender Portal. Thereafter, attach all these DOCUMENT in the particular Tender through E-tender Portal. For ease of bidding, **the bidders shall scan the following documents at 75-100 dpi resolution and upload them as per the folder structure provided** in his/her **“My Document”**, which is provided free of cost to all bidders, post his/her registration in the e-procurement portal <https://tripuratenders.gov.in>. This operation is expected to be completed, before commencement of actual bidding by the bidder.

Provision of “My Documents” is available to bidders for uploading frequently required documents in advance. **However, uploading of any document in “My Documents” does not imply that the same is submitted along with any tender.**

During actual bidding, the bidder shall select/ check these documents from his/ her “My Document”, which will ensure completion of bidding within the same session, even if the bidder is connecting to the e-procurement portal over a slow speed network.

Similarly, the bidders are required to download the tender document *of the Check List of the tender document* and Addendum/Corrigendum *(if any) (Item No.19 of the Check List of Tender Document)* from the E-tender Portal *(in PDF Format)* and upload the same through digital signature in the document library of the E-tender Portal. Thereafter, attach all these DOCUMENT in the particular Tender through E-tender Portal.

After uploading above DOCUMENT in the document library and thereafter attaching the same in tender document, bidders should quote their rates in the downloaded ‘Financial Bid’ file *(Item No. 20 of the Check list of Tender Document)* and save the file on their computer. After saving, the bidder can upload the duly filled in file at E-tender Portal. The name of the downloaded ‘Financial Bid’ *(‘Financialbid.xls’)* file should not be changed.

Note: Bidder shall take separate printout of the formats of Checklist He / She shall **fill the necessary information & put his/her physical signature with stamp/seal (mandatory), and then scan them into PDF (in 75-100 dpi resolution)**. Finally, **those documents** should be **uploaded (with digital signing using DSC)** either in Bidder’s “My Document” or actual bidding, as the case may be.

- 1.6 **If any of the certificates/documents submitted by the Bidder, found to be false / fabricated / bogus, the bidder will be disqualified for 1(one)year and their Earnest Money will be forfeited. The Bidder is liable to be blacklisted if he/she repeats the process of submitting/ furnishing false/ fake/fabricated documents.**
- 1.7 **Procedure for filling MS Excel BOQ Sheet:**
Bidders are advised to fill the **Macro enabled MS Excel BOQ sheet** as per following instructions.
- 1.7.1 The bidder has to download the **BOQ/Financial Bid (Macro enabled MS Excel BOQ sheet)** containing rates (including Goods and Services Tax) along with tender documents and subsequent Addendum/Corrigendum/ Clarifications, if any, issued at a later stage. Bidders shall fill the required details/prices in BOQ, save it and upload the filled-in BOQ in the portal.
- 1.7.2 Bidder to note that there are '**White**' cells in the BOQ excel sheet (which is locked), which should not be modified by the bidder.
- 1.7.3 Bidders are advised strictly not to alter or change the BOQ format/ contents. Bidders are also advised not to paste any image file in the BOQ work sheet.
- 1.7.3.1 For **Percentage Rate Tender**, the bidder shall quote his **rate in percentage** on overall project bid percentage (**in figures only and limited to a maximum of 2 decimal places**) in Macro enabled MS Excel BOQ sheet with which he intends to execute the work. Thus, the total amount (for overall quoted bid percentage) as computed through Macro Enabled MS Excel BOQ Sheet would be the quoted offered amount for the work, which will be shown in figures & words automatically. **In case rates are quoted to more than 2 decimal places then, the amount quoted towards the tender shall be worked out for the rates quoted to first 2 decimal points without rounding off.** The "Percentage" quoted by the Bidder shall be applicable uniformly to all the rates of the items indicated in BOQ Sheet.
- 1.7.3.2 Only "**Bidder's Name**" and **Percentage (for percentage rate tender)**" or "**to be Quoted**" are to be filled by the bidder in the designated "**Sky Blue Cells**".
- 1.7.4 Do not insert any additional sheet and any condition in BOQ excel sheet. Please do not temper the BOQ excel sheet.
- 1.8 **Tampering of Financial Bid (BOQexcel sheet) Documents:**
The following shall be considered as Tampering of BOQ documents:
- i) Submission of Scanned copy or Photocopy of Financial Bid (BOQ).
 - ii) Submission of any file other than original Financial Bid (BOQ).
 - iii) Insertion of additional sheet(s) in BOQ Excel Sheet.
 - iv) Change in content or context of the original file.
 - v) '**Hacking**' or '**Corrupting**' or '**Change or Removal of password protection**' of BOQ sheet.
- Such Tempered BOQ will be summarily rejected at the time of Tender Evaluation.**
- 1.9 **Online Bid Submission and Confirmation:**
- 1.9.1 **Tender Search & Selection:**
All tenders available on the e-procurement portal can be searched by using the "**Search Active Tenders**" under "**Bid Management**" menu in Bidder's profile. Use any of the searching criteria to search your tender. For a refined search, enter e-tender ID under "**Tender ID**" or enter Work Title under "**Work/Item Title**" and click Submit. The intended tender(s) should be selected by clicking on

the check box & then **“Set Open Tender as Favorite”** to set tender as Favorite. The bid submission process will start by clicking the menu **“My Tenders”**.

1.9.2 Payment of Bid Fee & Earnest Money:

The online bid submission process will start by clicking the menu **“My Tenders”**. In this menu, the bidder has to click **“Proceed for Bid Submission”** to enter the next stage **“Online Payment”** page. The **“Online Payment”** page will display the total Tender Fee (i.e. Bid Fee) & EMD Fee (i.e. Earnest Money). Then the bidder has to click **“Submit”** for submission of Tender Fee (*online mode only*) & EMD Fee (*online or offline mode*); and the system will redirect to **“Online Payment Gateway”>>SBI Bank MOPS Window**. SBI MOPS will have two option for Net Banking – **“SBI” & “Other Banks”**. Bidder can choose any of the options as desired and can **complete the Online Payment Process**.

1.9.3 After completion of payment of Bid Fee (*online mode only*) & Earnest Money (*online mode*), the bidder has to submit the Technical & Financial Bid along with all the copies of documents in the electronic form only through e-procurement portal <https://tripuratenders.gov.in>. Bidder has to ensure that their bid submission is complete in all respect by clicking on the **“Freeze Bid” button. The uploaded documents would not be saved in the portal until **“Freeze Bid”** button is clicked. For bids in which **“Freeze Bid”** button has not been clicked, will be considered as bid not submitted and hence not appear during tender opening stage.**

1.9.4 Any revision/amendment (i.e. resubmission) of bid or withdrawal of bid, after successful bid submission, shall be possible only up to the due date and time of submission of bid. If bidder fails to complete the Online Bid Submission/Re-encryption stage on the stipulated date and time, his/her bid will be considered as bid not submitted, and hence not appear during tender opening stage.

1.9.5 Bidder in turn will receive a bid submission confirmation as “Bid Acknowledgement” against every Successful Bid Submission or Resubmission in ‘Bid Acknowledgement Page’. Bidder shall take printout of the **“Bid Acknowledgement”** as a proof of successful bid submission& keep it in a file for future reference. **Successful submission of bid can also be verified under “My Bids” section.**

1.9.6 Successful bid submission in the e-procurement portal means, the bids as uploaded by the bidder has been received and stored in the portal. Portal does not certify for its correctness.

1.9.7 The bidder should also ensure that the bid documents submitted should be free from virus or non-corrupt and if the documents could not be opened, due to virus/corruption, during Bid opening, the bid is liable to be rejected.

1.9.8 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to any local/internet/banking/financial/other issues etc. Bidders are advised to submit the bid well advance before the last date & time for bid submission.

1.9.9 The time displayed in the Server Clock at the top of the e-procurement portal, will be valid for all actions of bid submission, bid opening etc. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

1.9.10 Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the e-procurement portal <https://tripuratenders.gov.in>.

2. Last date / time for Submission of the Bids:

2.1 Bids must be submitted before the last date and time of bidding as specified in NIT.

- 2.2 The Tender Inviting Authority may **extend the dates** for receipt of bids by issuing an amendment/corrigendum through online process of “**Create Corrigendum**” tool in e-procurement portal, in which case all rights and obligations of the Executive Engineer and the Bidders will remain same as previously.
3. **Late Bids:**
- 3.1 **The e-procurement portal <https://tripuratenders.gov.in> will not allow any Bidder to attempt bidding, after the scheduled date and time prescribed in RFP.**
4. **Pre-Bid Meeting:**
- 4.1 Bidders may request for a clarification on any Clause(s) of the RFP Document on or before the date of Pre-Bid meeting. Any request for clarification must be sent in writing, or by standard electronic means to ARDD. ARDD will respond in writing or by standard electronic means and will send written copies of the response (*including an explanation of the query but without disclosing the source of query*) to all Bidders. If ARDD deem it necessary to amend the RFP Document as a result of clarification or any other reason, it shall do so.
- 4.2 At any time before the submission of tender, ARDD, TRIPURA may modify/amend the RFP document and extend the last date of submission/opening of the tender by issuing a corrigendum/addendum.
- 4.3 Any Corrigendum/Addendum thus issued shall form part of RFP document and shall be posted only on Tender portal and the Bidders are thus advised to update their information by using said website <https://tripuratenders.gov.in>. To give the Bidders reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, ARDD may at its discretion, extend the deadline for the submission/opening of the tender.
- 4.4 A Pre-Bid meeting with the prospective Bidders will be conducted as per the scheduled date & time mentioned in the NIT. However, if any change occurs in date & time of the meeting then it would be communicated through Tender portal only.
5. **Opening and Evaluation of Bids:**
- 5.1 Opening of Bids will be done through online process.
- 5.2 Tender will be opened at the scheduled date & time as mentioned in the NIT in online mode.
- 5.3 **The TECHNICAL BID** will be opened online. In case, the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time. Any modified date and time for submission of tenders shall be uploaded on <https://tripuratenders.gov.in>.
- 5.4 After the opening of “TECHNICAL BID” of all the tenderers, these bids shall be scrutinized and analyzed. If, found necessary by the ARDD, the tenderers shall be asked to furnish clarifications and the ARDD may also hold discussions with the tenderers after giving due notice. The names of the tenderers whose bid are considered complete and meet eligibility criteria shall be short listed.
- 5.5 The **FINANCIAL BID** shall be opened on a subsequent date and time duly notified well in advance. The Financial bids of only those tenderers shall be opened who are short listed after scrutiny of their Technical bid. The Financial bid of the tenderers who do not qualify during scrutiny of Technical bid shall not be opened. **The time of opening, date and venue shall be advised to qualified tenderers** well in advance to enable them to depute their representative. The earnest money of non-qualifying tenderers will be returned within a reasonable period of completion of AOC.
6. **Clause applicable for tender DOCUMENT downloaded from Internet:**
- 6.1 Tenderer/s is free to download tender DOCUMENT at their own cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer.
- 6.2 After award of the work, an agreement will be drawn up. The agreement shall be prepared based on the digitally signed tender DOCUMENT submitted by the Tenderer. In case of any discrepancy

between the tender DOCUMENT downloaded from the internet and the master copy, later shall prevail and will be binding on the Tenderers. No claim on this account shall be entertained.

7. **Care in Submission of Tenders:**

7.1 Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account with that the rates he enters in the tender forms are adequate and all-inclusive.

7.2 Tenderers will examine the various provisions of the Central Goods and Services Tax Act/ Integrated Goods and Services Tax Act/Union Territory Goods and Services Tax Act/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. **Tenders will ensure that while quoting rates.**

7.3 The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to ARDD immediately after the award of contract, without which no payment shall be released to the Consultant. The Consultant shall be responsible for deposition of applicable GST to the concerned authority.

8. **Taxes, Duties etc.:**

8.1 Rate quoted by the bidders will be including of all taxes and duties as applicable Central/State Govt. & as amended from time to time.

8.2 No reimbursement on account of increase/decrease in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Bidder has to make his own assessment of the impact of future variation (*if any*) in rate of taxes/duties/levies etc. in his price bid.

8.3 Payment to the Consultant will be subjected to TDS as per rules in force from time to time. The tax deduction at source (*TDS*) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Consultant by ARDD.

9. **Other Instructions:**

9.1 The Consultants must read the RFP document carefully and submit their bids in strict conformity with the requirements as give in the document. The proposal and related correspondence and DOCUMENT shall be written in English language.

9.2 The Consultants are advised to acquaint themselves with all information including risks, contingencies and other circumstances in execution of the work at their own risk, responsibilities and cost. Consultants are advised to visit site at their own cost and familiarize themselves with the site.

9.3 All the persons working for the consultant are also supposed to follow the highest level of work ethics. If any such person indulges in corrupt and fraudulent practices, the Consultant is liable to be disqualified.

9.4 The Consultant is expected to ensure that person of proven ability and adequately qualified are only employed at site and they work diligently. If client finds any Engineer/ other personnel not up to the mark, the consultant shall withdraw such person(s) from site and replace him / them by posting new ones. In case, an Engineer(s) resigns from his / their employment or is transferred to some other

assignment, the consultant shall immediately provide a substitute of equivalent caliber. Consultant shall not make any changes in the personnel deployed by him without prior permission of client.

- 9.5 Consultants are advised to understand carefully entire scope of work allied activities involved in the execution of the project.

- 9.6 **ARDD, TRIPURA reserves the right to terminate the selection process or postpone the same at any stage without assigning any reasons thereof.**

- 9.7 For the items included in “Scope of Work” for consultant the elaboration / description of work will not be ground for claiming additional fee or remuneration.

- 9.8 **A conditional bid is liable to be rejected.**

- 9.9 The proposal on submission by the Consultants shall become the property of the ARDD.

SECTION-4
EVALUATION AND SELECTION CRITERIA

SECTION-4

EVALUATION AND SELECTION CRITERIA

The PMC will be selected based on the total of weighted marks of technical bid & financial bid. There will be a marking system in financial & technical bid having **30% and 70% weightage** respectively in a scale of 100 marks. Firm with the highest weighted marks after final evaluation will be selected.

1.0 Technical Bid Opening:

1.1 The bids will be opened online by the Bid openers on behalf of the Executive Engineer, Engineering Cell, ARDD, Govt. of Tripura at the time, date and venue as specified in the bid documents. All the Statements, documents, certificates, etc., as submitted/uploaded by the Bidders, will be verified in technical evaluation. The clarifications, particulars, if any, required from the bidders, will be obtained by addressing the bidders. The technical bids will be evaluated against the specified parameters/criteria same as in the case of conventional bids and the technically qualified bidders will be identified. The result of technical bids evaluation will be displayed in the e-procurement portal <https://tripuratenders.gov.in> and all the Bidders who participated in the Bids can access the same.

2. **Clarification on the Technical Bid:** The bid opening authority may call upon any Bidder for clarification on the statements, documentary proof relating to the technical bid. The clarification called for from the Bidders shall be furnished within the stipulated time.

2.1 The Bidder if so, desirous shall agree in writing to furnish the clarification called for within the stipulated time and, for disqualification and rejection of his bid in the event of failure to do so.

3. Examination of technical Bids and Determination of Responsiveness:

3.1 The **ARDD** will evaluate whether each Bidder is satisfying the eligibility criteria prescribed in the bid document and declares them as a qualified Bidder after presentation

- a. Presentation by the eligible bidder: A detailed presentation by the eligible Bidder who clears the technical scrutiny will be held. Date and time of the presentation will be intimated to the concerned PSUs. Presentation shall broadly include:
- b. Understanding of the Scope
- c. Technical approach and methodology.
- d. Work plan including timelines.
- e. Quality Action Plan.
- f. Steps to be taken for timely completion of the project.
- g. Experience of working for similar projects with infrastructure.
- h. Organization and staffing including suitability of the key personnel for the project and any suggestion made by the bidder to improve the terms of reference. This is an illustrative list of items, but not exhaustive. Based on inputs received from the bidders during the presentation, the employer may

modify/amend the terms of reference, staffing schedule, work schedule, logistics, and reporting subsequently. These documents will then be incorporated in the Contract as 'Description of Assignment/job'. Special attention will be paid to clearly define the inputs, and facilities required from the employer to ensure satisfactory implementation of the Assignment/job.

i.If the technical bid of a Bidder is not satisfying any of the eligibility criteria, the **ARDD** will reject it. However, the bid accepting authority detects any error in the evaluation of Bids done by

ARDD.

- If any alteration is made by the Bidder in the bid documents, the conditions of the contract the bid will be rejected.
- **Details of 'Technical Bid Evaluation Committee' shall be uploaded in the e procurement portal <https://tripuratenders.gov.in> and all the bidders can access the same.**

4. Price/Financial Bid Opening:

Only the **Price/Financial Bids** of qualified bidders, whose technical Bids are found satisfying the eligibility criteria, will be **opened online by the authorized Bid openers on behalf of ARDD, Tripura. The result will be seen in the e-procurement portal <https://tripuratenders.gov.in> by all the bidders who participated in the bids.**

The Price/Financial Bid of the Bidders, whose technical bids has been found not responsive, will not be opened.

5. Evaluation of submitted Bids:

- a. Evaluation Criteria-Quantity and Cost Based System (QCBS): As envisaged in DNIT, Bid Evaluation shall be through QCBS. The Bid is in Single Stage Two Envelope (1S2E) process where in there shall be separate evaluation for Technical Bids and Financial Bids. Evaluation shall be in the ratio of 70:30, wherein 70% of the score shall be on Technical Bid and 30% of the score shall be on Financial Bid. During Technical Bid Evaluation, cumulative marks forced entails submitted shall allotted to each bidder. A minimum score of 60 marks shall be required for any bidder to qualify in Technical Evaluation. The total marks obtained above, for each bidder, shall be converted to technical scores. Financial offers of all technically qualified bidders shall be evaluated there after subject to 30% scores. Scores of all bidders shall then be cumulated with respect to scores in Technical Bid and Financial Bids respectively.
- b. **QCBS Evaluation score:** The score for QCBS system is appended below:

i. Technical Score (Ts)=(Technical mark of bidder)X(70/100)

ii. Financial Score (Fs)={ (Lowest Financial Value quoted in Financial Bid/ Rate quoted by the bidder)x30}.

The Total Score shall be evaluated as:

iii.Total Score(ST)=Technical Score(Ts)+Financial Score(Fs)

The **HIGHEST** value obtained in Total Score(ST)by the bidder shall be emerged as Successful Bidder.

Technical Evaluation Criteria			
SL No.	Description		Marks
A.	Experience of the Firm/Agency as a Project Management Consultant (PMC)/ Implementing Agency in executing construction works any Central or State Govt. Dept/ Organization/PSU/Autonomous Body etc.		10
i.	Experience for 7 years	3	
	Experience for 7 to 10 years	6	
	Experience for 10 to 13 years or above	10	
ii.	Experience of completed construction works in any Central or State Govt. Dept/ Organization/PSU/Autonomous Body etc. in last 5 years in the North East		10
	Work of value worth Rs. 30 cr	4	
	Work of value worth Rs. 30 cr to 50 cr	6	
	Work of value worth Rs. 50 to 70 cr	8	
	Work of value worth above Rs.70 cr	10	
B	FINANCIAL STRENGTH		
i.	Average Annual financial turn over on construction work during the last three consecutive from year 2021-22, 22-23, 2023-24	<ul style="list-style-type: none">● >300cr. : 5 marks● > 200<=300 : 3 marks● >150<= 200 : 2 marks● >100<= 150 : 1 mark	5
C	ORGANIZATIONAL STRENGTH		
i.	Presence of in-house professionally qualified staff in North Eastern State		

a.	Civil Engineer 10 marks	Civil Engineer (Min. Qualification – B.Tech/BE) > 20 <= 30 :10 marks > =10 <= 20 :6 marks < 10 :3 marks	10
b.	Electrical Engineer 5marks	Electrical Engineer (Min. Qualification – B.Tech/ BE) > 10 : 5 Marks > =5 <= 10 : 2 marks < 5 : 1 marks	5
c	Presence of Office establishment in Tripura for last 10 Years	More Than 10 Years :10Marks Less Than 10 Years:0 Marks	10
D	RELEVANT EXPERIENCE		
i)	FINANCIAL CAPABILITY		20
	Profit : Company should be profit making in last 3 years ending 2025	Average Annual Profit (Profit Before Tax) in the last 3 years: i. > 40Cr : 20 Marks ii. > 30 <= 40 Cr :15 Marks iii. >20 <= 30Cr :10 Marks	

E	PRESENTATION ON APPROACH AND METHODOLOGY	Marks	
	Consultant Approach and Methodology to perform the Consultancy assignment / job based on the TOR. Presentation date will be intimated to the Eligible Bidders.		
	Consultant Approach and Methodology to perform the Consultancy assignment / job based on the TOR. Presentation date will be intimated to the Eligible Bidders.	<p>Mark to be allotted by Client’s evaluation committee / team on the basis of presentation made by the bidder on the following parameters:</p> <p>i.Understanding of the Project :10 marks</p> <p>ii.Technical approach and methodology: 4 marks</p> <p>iii.Work plan including timelines: 4 marks</p> <p>iv.Steps to be taken for timely completion of the project, Plan B or alternate methods to complete the project in any eventuality: 4 marks</p> <p>v.Experience of working in similar projects: 4 marks</p> <p>vi. Organization and staffing including suitability of the Key personnel for the Project: 4 marks</p>	
Total (A to E) : 100 Marks			

NO NEGOTIATION WILL BE CONDUCTED WITH THE HI BIDDER.

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

6. Process to be Confidential.

- a. Information relating to the examination, clarification, evaluation, and comparison of Bids, as well as recommendations for the award of a contract, shall not be disclosed to the Bidders or any other persons not officially involved in such processes until the award to the successful Bidder has been announced by the bid-accepting authority. Any effort by a Bidder to influence the processing of Bids or award decisions may result in the rejection of their Bid.
- b. No Bidder shall contact the Tender Inviting authority or any authority concerned with finalization of bids on any matter relating to its Bid from the time of the Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the ARDD, it should do so in writing.
- c. Before recommending/accepting the bid, the bid recommending/accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience.

7. Award of contract:

a. Selection of Bidder for Award of Work:

The final selection of the tenderer for the award of work will be based on the scores secured by it in the Evaluation of Technical Bid and the price quoted by it in the financial bid as detailed below:

- **70% weightage** will be considered for Technical Score (TS) obtained in the Evaluation of Technical Bid

Technical Score (Ts)= (Technical mark of bidder) X (70/100)

- **30% weightage** will be considered for the price quoted by the bidder in the financial bid, this will be termed as Financial score (Fs).

Financial score of the proposals will be determined using the following formula:

Financial Score(Fs)={ (Lowest Financial Value quoted in Financial Bid/ Rate quoted by the bidder)x30}.

- For the purpose of calculation of Composite score (S) for each bidder, the weightage shall be **70%** for the Technical Score (TS) and **30%** for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:

Total Score(ST)=Technical Score(Ts)+Financial Score (Fs)

The **HIGHEST value obtained in Total Score(ST)** by the bidder shall be emerged as **Successful Bidder**.

SECTION –5
Terms of References & Scope of Work

SECTION-5

Terms of References & Scope of Services

1. Objective of the Assignment:

ARDD, Tripura intend to avail the service support as Project Management Consultancy(PMC) from the **Central PSU or Tripura State PSU** for -“Establishment of Veterinary Clinical Complex (VCC) at C.V.SC and A.H.R.K. Nagar, Agartala Tripura”.

a.The broad scope of services shall include but not limited to the following:

- i. **“Establishment of Veterinary Clinical Complex (VCC) at C.V.SC and A.H.R.K. Nagar, Agartala Tripura”.**
- ii. In the process, the PMC shall monitor and control the progress to keep the works completed on Schedule and within Budget.
- iii. The PMC shall be fully responsible for planning, designing, execution and commissioning of the projects as per the requirements of the project, monitoring quality and standards for the project and shall ensure for necessary statutory compliances.
- iv. The PMC shall ensure that all the components of the work are carried out in full compliance with the engineering design, technical specifications and contract conditions.
- v. The PMC shall make adequate and correct documentation of the project for dealing with legal and contractual aspects of the civil works.
- vi. PMC is required to provide particular emphasis on safety during construction.

b) The brief requirements for which PROJECT MANAGEMENT CONSULTANCY SERVICES is being hired:

- i.**“Establishment of Veterinary Clinical Complex (VCC) at C.V.SC and A.H.R.K. Nagar, Agartala Tripura”.**

2.Scope of Work:

- 2.1 Discussions with ARDD, Tripura, and finalization of the project brief, including an understanding of ARDD, Tripura’s requirements.
- 2.2 Preparation of a comprehensive Master Plan for the entire area, detailed architectural design and drawings, and preliminary engineering presentations, site development (including roads, street lighting, traffic & signage systems, landscaping, boundary wall, open parking/covered parking, drains, and sewers, etc.).
- 2.3 Preliminary structural design with calculations following NDMA guidelines (simplified guidelines for earthquake safety of buildings from NBC) and drawings for the preparation of Detailed Estimate,

Detailed Design-Based Report, including design concept & vetting by the competent authority, ensuring necessary statutory compliances.

- 2.4 MEP and HVAC systems, internal electrical & lighting system, firefighting, power supply, internal and external electrification, PA system, acoustics, CCTV, as per the requirements detailed in the RFP schedules.
- 2.5 Design of internal and external drainage and waste management systems, water supply and sewerage system, site development works, services, landscape work, garden and greenery planning, fixed and temporary furniture and equipment types, designs, and specifications as per the project requirements, including art work (interior and exterior), etc.
- 2.6 Preparation of detailed technical specifications, material specifications, machinery specifications, and all estimates shall be prepared based on the Tripura Schedule of Rates 2023 (Building work, Road works, and DWS works), norms wherever applicable, and market rate analysis where CPWD: DSR (latest schedule) / state schedule of rates, etc., are not applicable. These estimates should be comprehensive and include all items as per drawings and specifications. Detailed analysis for items not included in the state schedule of rates / DSR, etc., shall be submitted.
- 2.7 Project Management Consultancy (PMC) shall prepare the tender documents and invite tenders based on estimates vetted by the competent authority and get them approved by ARDD, Tripura. Tenders will be invited and work awarded to contractors/vendors as per the approved procedure, following the Manual for Procurement of Works, 2020 of Tripura/CVC guidelines, and with approval from ARDD, Tripura.
- 2.8 Project Management Consultancy will be the Principal Employer for all contracts executed by them in this project.
- 2.9 Execute and supervise the various contracts awarded in the project.
- 2.10 Ensure high standards of quality assurance while carrying out construction supervision. Manage and inspect on-site activities/daily supervision of works under execution to achieve high-quality construction and installation in accordance with drawings and specifications; ensure that construction and installations are in line with design intent and approved method statements, and that the correct sequence of construction is followed.
- 2.11 Take complete responsibility for the timely completion of the project, ensuring the quality and structural safety of the construction.
- 2.12 Ensure complete compliance with the contract documents, including the drawings, specifications of material & workmanship, and other provisions as outlined in the contract documents.
- 2.13 Record measurements of works under execution in proper Measurement Books (MB) and maintain proper custody of the MBs to be produced for inspection and measurement records when needed. Check and certify the bills submitted by the Contractor, including required documents and attachments, for processing. Statutory deductions shall be made accordingly. Copies of bills, etc., shall be submitted to ARDD before processing and produced for verification if and when required.
- 2.14 Project Management Consultancy shall ensure adherence to relevant local body norms, PWD, GoT/CPWD Specifications, BIS codes, CVC guidelines, environmental regulations, and other regulatory requirements. It shall also ensure that all approvals from authorities and local bodies are obtained.
- 2.15 Project Management Consultancy shall settle and resolve any disputes that may arise between PMC and the contractors/vendors engaged by the PMC.
- 2.16 Project Management Consultancy shall execute the works at the sanctioned cost, including agency charges. If there is an increase in the anticipated cost during the detailed design/execution stage, the Execution Agency shall submit the details with supporting documents and technical/administrative

justifications to ARDD. PMC shall also ensure that the sanctioned cost of the project is not exceeded without approval from ARDD, Tripura.

- 2.17 Project Management Consultancy shall be wholly responsible for any observations/comments/defects pointed out by any Government Agency in the planning and execution of this project. PMC shall prepare replies to observations made by CAG Audit / Vigilance, etc., if required, and ensure their compliance and closure.
- 2.18 Project Management Consultancy shall initiate and defend arbitration and court cases (preparation of claims, counter statements of claims/defense, counterclaims, affidavits of evidence, compliance with court orders, rejoinders, filing appeals, challenging awards and court orders, written submissions, etc. through counsel) until the final CVC/CAG settlement of disputes.
- 2.19 Any defects discovered and brought to the notice of the Project Management Consultancy during the defect liability period shall be rectified by the contractor appointed by PMC. If the contractor fails to rectify the defects, PMC shall ensure that the defects are rectified at the contractor's cost, without prejudice to any other rights available in law.
- 2.20 Unless otherwise specified, the Project Management Consultancy shall be fully responsible for the procurement of all materials and services for the construction activities.
- 2.21 Settlement of all accounts of the contractors, including reconciliation of materials supplied to the contractors, if any.
- 2.22 Ensure the organization/provision of all operation and maintenance manuals (if any) through contractors, and impart training to ARDD, Tripura, and Institute personnel on maintenance and safety procedures.
- 2.23 Preparation and submission of the Final Report to ARDD, which shall contain both technical and financial information of the project.
- 2.24 All records, drawings, etc., related to the project and maintained by Project Management Consultancy during the execution phase shall be handed over to ARDD, Tripura, upon completion of the project.
- 2.25 Project Management Consultancy will ensure the carrying out of all mandatory tests at the site or at reputed testing laboratories to establish and document the quality of materials used in the project.
- 2.26 Project Management Consultancy shall hand over the completed works, along with completion certificates, final drawings, etc., from authorities, free from all encumbrances, including complete site clearance, vacation of temporary workers' hutments (if any), to ARDD, Tripura or to any person/body authorized by them. PMC shall be involved in final inspection, snagging, supervision of testing, and commissioning of various systems, and assist ARDD, Tripura, in taking over parts of the work and various systems.
- 2.27 Project Management Consultancy shall maintain all registers/records during the execution of works as stipulated in the CPWD Works Manual. Provisions shall be made for the involvement of ARDD, Tripura's representative for inspection of work, records, registers, documents, etc., in the contract between Project Management Consultancy and the contractor.
- 2.28 At the end of every month and at the end of the project, Project Management Consultancy shall submit an expenditure and utilization of funds statement in the format prescribed in the CPWD Manual or as per the format approved by ARDD, Tripura. Along with the expenditure and utilization certificates, Project Management Consultancy shall provide ARDD with a deviation statement comparing costs with budgeted amounts for various stages, against cash flow.
- 2.29 Project Management Consultancy shall not make any material deviation, alteration, addition, or omission from the work shown and described in the contract document without first obtaining the written consent of ARDD, Tripura.

- 2.30 Project Management Consultancy will address deficiencies raised by ARDD, Tripura, within a reasonable time and submit a compliance report to settle the observations.
- 2.31 Ensure adequate safety supervision is in place to confirm that the safety programs set up by the contractor comply with prevalent laws and regulations. Monitor the day-to-day implementation of safety procedures.
- 2.32 Any other activity deemed necessary for project execution and completion, but not included in the above-mentioned list, shall form part of the scope of work for Project Management Consultancy. The decision of ARDD, Tripura, shall be final in this regard.
- 2.33 During various stages of execution, Project Management Consultancy shall keep ARDD informed about the detailed progress of the work and submit monitoring reports on a monthly basis as deemed fit by ARDD, Tripura. The report shall include the following:
- Name of Project
 - Project Management Consultancy
 - Contractor
 - Scope of Work of Contractor
 - Date of Commencement / Date of Completion: Scheduled & Actual
 - Major Issues and Decisions Pending, including Drawing Constraints (if any), Site Constraints (if any), Equipment Constraints (if any)
 - Status of Progress of Work: Financial & Physical Progress Reports
 - Areas of Concern
 - Fund Utilization

3.Completion Stage:

- 3.1 Obtaining the completion and occupation certificates shall be the responsibility of PMC, wherever necessary, from the local bodies after the completion of work and inspection by Fire/Electrical Inspectors or any appropriate agency. The PMC shall supply the same to the Department. For this purpose, any assistance required from the Department will be provided to the PMC. Any statutory fees payable to local bodies for the issuance of the completion certificate shall be borne by the Department.
- 3.2 Prepare completion drawings, including 1:100 scale plans, elevations, and cross-sections, etc., indicating the details of the building and all internal and external services as completed. PMC shall supply 2 sets of completion drawings to the Department and also hand over the original completion drawings to the Department. Any changes during the execution of the work will be communicated by the Department to the consultants for the preparation of the above drawings.
- 3.3 Preparation and submission of completion reports, operation and maintenance manuals, completion of as-built drawings, and documents for the project as required and acceptable to ARDD, Tripura, including obtaining the “completion certificate” from the concerned authorities, if required.

4.Obligation of ARDD, TRIPURA:

- 4.1 The ARDD, Tripura shall designate, in writing, a representative or representatives authorized to act on its behalf with respect to the project. This designated representative shall interact with the Project Management Consultancy on all matters related to the project.
- 4.2 Release funds to the Project Management Consultancy for the smooth and timely execution of the work, as per the agreed schedule of payment.

5. Deployment of Staff of Project Management Consultancy:

5.1 The Project Management Consultancy team shall comprise a team of professionals headed by the Project Engineer. The Project Engineer shall be responsible for overall planning, preparation of drawings, estimates, supervision, coordination, and management of all project assignments.

5.2 The number of positions and the duration of deployment of personnel shall be decided, reviewed, and adjusted periodically by ARDD, Tripura, in consultation with the Project Management Consultancy, as may be appropriate for the efficient performance of services. The Project Management Consultancy shall make adjustments in the deployment schedule without delay.

5.3 The general composition of the Project Management Consultancy team shall be as follows:

SL No.	Team Composition	Desired qualification	Desired no. of Personnel	Minimum Experience (Yrs)
1	Project Engineer Civil)	Civil Engineer (B. Tech/B.E)	1	Should have minimum 5 years of total experience in Civil, plumbing and sanitary works, sewage distribution works etc.
2	Site Engineer (Civil/Electrical)	B. Tech/B.E In Civil/ Electrical	2	B. Tech/B.E in Civil/ Electrical Should have minimum 3 years of total experience in Civil/Electrical works

Note: In case of non-availability of certain in-house technical professional staff they can hire any reputed consultant/Firm who has the credential in respective field. In support of claimed experience associated with the Bidder, certified copy of Appointment/Offer letter (**duly certified by the individual as well as by authorized signatory of the company**) shall also be attached.

- List of these personnel with name and their Bio data shall be submitted to ARDD, Tripura before signing of Contract agreement
- Failure to deploy above mentioned personnel without approval of ARDD, Tripura will invite penalty @ double of their salary at minimum of the scale as prescribed by Govt. of India, time to time. Prolonged non availability of required manpower

even after advice from ARDD, Tripura can lead to breach of contract and termination of contract besides any other remedy available

- c. Should it become necessary due to unavoidable circumstance to replace personnel of the team specified by name the Project Management Consultancy would forthwith provide a replacement acceptable to the ARDD, TRIPURA with comparable or better qualifications. The person shall only be engaged after approval of ARDD, TRIPURA. In the event that the person replaced is, at the time of replacement, in the field, the Project Management Consultancy shall bear the travel and other related costs arising out of or incidental to the replacement. The rate of remuneration allowable for such replacement shall be the same as agreed between the ARDD, TRIPURA and the Project Management Consultancy for the person being replaced.
- d. In the event that any of the personnel is found by the ARDD, Tripura, to be incompetent, guilty of misbehaviour, or incapable of discharging the assigned responsibilities satisfactorily, the ARDD, Tripura may issue a notice of seven (7) days to the Project Management Consultancy, at the expense of the Project Management Consultancy, instructing them to provide a replacement with suitable qualifications and experience acceptable to the ARDD, Tripura.
- e. The decision of ARDD, TRIPURA in such event shall be final and binding on the Project Management Consultancy.

6.Office Setup:

- a. Project Management Consultancy shall setup suitable site office.

SECTION-6

(Appendices)

**Section-6
Appendices**

TITLE	APPENDIX
Letter of Proposal	Appendix-A
MOU	Appendix-B
Summary of work executed by the Project Management Consultancy to assess Technical Eligibility	Appendix-C1
Description of each Agreement executed by Bidder to illustrate qualifications <i>[Duly signed by the Client]</i>	Appendix-C2
Bankers' Certificate from a Scheduled Bank	Appendix-D
Detail/Structure of the Project Management Consultancy	Appendix-E
Details of Technical and Administrative Personnel	Appendix-F
Performa of Performance Guarantee	Appendix-G
Affidavit of the Bidder	Appendix-H
Financial Bid	Appendix-I

(Letter of Proposal on Applicant's Letter Head)

To
The Executive Engineer,
E-Cell, ARDD
P.N. Complex, Agartala.
Tripura West.

Dated :

Sub: Project Management Consultancy for -“Establishment of Veterinary Clinical Complex (VCC) at C.V.SC and A.H, R.K. Nagar, Agartala Tripura”.

Dear Sir,

With reference to your RFP document. RFP Ref. **No.EE(ARDD)/2025-26/01**

1. I/we, having examined the Bidding DOCUMENT and understood their contents, hereby submit my/our proposal for the aforesaid Project. The proposal is unconditional and unqualified.
2. All information provided in the proposal and in the Appendices are true and correct.
3. This statement is made for the purpose of qualifying as a bidder for undertaking the project.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that, in the last three years, we have neither failed to perform on any contract, as evidenced by the imposition of a penalty, a judicial pronouncement, or an arbitration award, nor been expelled from any project or contract, nor had any contract terminated for breach on our part.
7. We certify that we have not been barred by the ARDD, Tripura, or any other state government in India (SG), or the Government of India (GoI), or any of the agencies of SG/GoI from participating in its projects.
8. **I/We declare that:**
 - (a) I/ We have examined and have no reservations to the Bidding DOCUMENT, including any Addendum issued by the Authority.
 - (b) I/We do not have any conflict of interest in accordance with the RFP document.
 - (c) I/We have not directly or indirectly, or through an agent, engaged in or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in the RFP document, in respect of any tender or

- request for proposal issued by, or any agreement entered into with, the Authority, or any other public sector enterprise, or any government, Central or Tripura State;
9. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to bid for the project, without incurring any liability to the bidders, in accordance with the RFP document.
 10. I/We declare that we are not a member of any other firm submitting a proposal for the project.
 11. I/We certify that we have not been convicted by a Court of Law, indicted, or had adverse orders passed by a regulatory authority which could cast doubt on our ability to undertake the project or which relates to a grave offense that outrages the moral sense of the community.
 12. I/We further certify that, in regard to matters relating to the security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offense committed by us or by any of our associates.
 13. I/We further certify that no investigation by any regulatory authority is pending either against us, our associates, our Assistant Engineer, or any of our Officer/Employees of the Department.
 14. I/We undertake that in case, due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall immediately intimate the Authority of the same.
 15. I/We hereby irrevocably waive any right we may have at any stage at law, or otherwise, to challenge or question any decision taken by the Authority in connection with the selection of the bidder or in connection with the Bidding Process itself, in respect of the above-mentioned project and the terms and implementation thereof.
 16. In the event of my/our being declared as the successful bidder, I/We agree to enter into an MOU in accordance with the draft that has been provided to me/us prior to the proposal due date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same."
 17. I/We have studied all the Bidding documents carefully and also surveyed the project site. We understand that, except to the extent as expressly set forth in the MOU, we shall have no claim, right, or title arising out of any document or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process, including the award of the assignment.
 18. The Service Charge has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP and the draft MOU.
 19. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the last date of opening of the bid as specified in the RFP.
 20. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/We submit this proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the Authorized signatory)

(Name and designation of the Authorized signatory)

Name and seal of bidder

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made on the _____th day of _____ 2025
at ARDD, TRIPURA.

BETWEEN

Executive Engineer, Engineering Cell, ARDD, GoT and having its principal place of Head Office at Directorate of ARDD, P. N. Complex, Gokhabasti, Agartala, Tripura-799006
(hereinafter called '**the EE(ARDD)**'), AND

-----, accompany /corporation incorporated under the laws of-----

having its principal place of business at -----, (hereinafter referred to as the "Project Management Consultancy") which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns of the Other Part ARDD, TRIPURA and the Project Management Consultancy are collectively referred to as 'Parties' and individually as "Party".

WHEREAS:

In reference to a call for Tender for "*RFP for selection of Project Management Consultancy for-----*"

As per Tender No. " "

,the Project Management Consultancy has submitted a Tender hereto and whereas the said Tender of the Project Management Consultancy has been accepted for "*RFP for selection of Project Management Consultancy for-----*") as per copy of the Letter of Acceptance No-----dated complete with enclosure at the accepted rates.

The following shall be a part of MOU:

- (i) Appendix A: Letter of Proposal
- (ii) Appendix B: MOU
- (iii) Appendix D: Bankers Certificate from Schedule Bank
- (iv) Appendix E: Detail/Structure of Project Management Consultancy
- (v) Appendix F: Details of Technical and Administration Personnel, in the organization and to be employed for the work.
- (vi) RFP document
- (vii) Appendix H: Affidavit of the bidders
- (viii) Appendix I: Accepted Financial Bid

- (ix) DOCUMENT regarding Constitution of the Firm(*Proprietorship Certificate/ MOA & AOA of the Company, and related DOCUMENT*).
- (x) Any correspondence made with the bidder past opening of financial bid and before acceptance of the tender.

General Condition of Contract:

NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. Relationship between the Parties:

Nothing contained herein shall be construed as establishing a relationship of employer and employee or agent between ARDD, Tripura, and the Project Management Consultancy. The Project Management Consultancy, subject to this Agreement, has complete charge of personnel performing the services, conforming to all statutory requirements with respect to the personnel deployed, providing all appropriate benefits to them, and shall be fully responsible for the services performed by it or on its behalf. The Agreement shall commence on the date it is executed by the parties.

2. Terms of Payment:

i)Payment Conditions:

The necessary fund (within sanctioned project cost) for construction will be released in phased Manner by the **ARDD** as per time schedule and work progress. Client shall release fund as per GFR Rules invoked from time to time.

The PMC will submit the fund requisition based on the work progress including for PMC service charges. Client has to provide the fund within 30 days from the date of requisition for smooth functioning of the project. Subject to the availability of fund with ARDD. Any amount remains unadjusted from previous advances shall be taken account while depositing the fund in the PMC account for further payment to the contractor.

PMC shall be paid fees (in %) as per rate quoted in the Financial Bid (with all taxes etc. excluding GST) on the actual cost of project. The project cost shown in this bid document is indicative and may be increased or decreased based on actual work /measurement of work. PMC shall be paid GST separately.

ii)The Actual Cost of work shall include the following:

- a. All the final payments (if any) made to the consultant appointed by PMC, for survey, preparation of design (Architectural & Structural), detail drawing, B.O.Q., specification of work, tender drawing etc.
- b. All the final payments made to the contractor (s) as agreed upon in the tender (if the work is being tendered) for the execution & completion of project.

- c. Contingencies — the expenditure incurred / payment made for items other than above.
 - d. Actual expenditure incurred in tests required for quality control of the work not attributable or recoverable from the contractor(s). Record of all such tests would be made available to the Owner
 - e. Project Management Consultancy shall submit expenditure statements. On completion of the Project, Project Management Consultancy shall submit a final expenditure statement along with utilization certificate.
3. **Performance Security, Liquidated Damages and Penalties:**

i. **i)Performance Security (*Performance Guarantee*):**

Please refer Para-10 of Section-2(*Instruction to Bidders & Eligibility Criteria*)

ii. **ii)Liquidated Damages for delay:**

In case of delay, liquidated damages, not exceeding an amount equal to 0.2% (*zero point two percent*) of the **contract value** per week, subject to a maximum of 5% (*five percent*) of the contract, shall be imposed and shall be recovered from the **running bill** payments due or by appropriation from the Performance Security or otherwise. **From the contract or** however, in case of delay due to reasons beyond the control of the Project Management Consultancy/ **Contractor**, suitable extension of time in writing may be granted by ARDD, TRIPURA. Project Management Consultancy shall submit documentary proof of the reasons for delay, which shall be scrutinized by the ARDD for granting EOT.

iii. **iii)Appropriation of Performance Security:**

The ARDD, Tripura shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Project Management Consultancy in the event of breach of this Agreement or for the recovery of liquidated damages specified herein above.

iv. **iv)Penalty for deficiency in Services:**

In addition to the liquidated damages not amounting to penalty, warning may be issued to the Project Management Consultancy for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action may be taken by ARDD, TRIPURA, including debarring for a specified period or with holding.

- v. In the event of total default / failure by the Project Management Consultancy in providing the Services, ARDD, TRIPURA reserves the right to get the Services executed by any

other Project Management Consultancy after appropriating the Performance Security (*Performance Guarantee*) following due procedure as per the contract.

4. Suspension:

ARDD, TRIPURA may by written notice of suspension to the Project Management Consultancy, suspend all payments to the Project Management Consultancy hereunder if the later fails to perform any of its obligations under this Contract, including the carrying out of the services provided that such notice of suspension(i) shall specify the nature of the failure and (ii)request the Project Management Consultancy to remedy such failure within the period not exceeding fifteen (15) days after the Project Management Consultancy of such notice of suspension.

5. Termination:

(i) By ARDD, TRIPURA:

ARDD, Tripura may, by not less than thirty (30) days' written notice of termination to the Project Management Consultancy (except in the events listed in paragraphs (e) & (f) below, for which there shall be a written notice of not less than Forty-Five (45) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause, terminate this Contract:

- (a) If the Project Management Consultancy fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 4 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as the ARDD, Tripura may have subsequently approved in writing;
- (b) If the Project Management Consultancy becomes insolvent or bankrupt, enters into any contracts with their creditors for relief of debt, takes advantage of any law for the benefit of debtors, or goes into liquidation or receivership, whether compulsory or voluntary;
- (c) If the Project Management Consultancy fails to comply with any final decision reached as a result of arbitration proceedings;
- (d) If the Project Management Consultancy submits to the ARDD, Tripura a statement that has a material effect on the rights, obligations, or interests of the ARDD, Tripura and which the Project Management Consultancy knows to be false;
- (e) If, as a result of Force Majeure, the Project Management Consultancy is unable to perform a material portion of the services for a period of not less than Forty-Five (45) days; or
- (f) If the ARDD, Tripura, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) If the Project Management Consultancy, in the judgment of the ARDD, Tripura, has engaged in corrupt or fraudulent practices in executing the Contract.
- (h) In case the contract is terminated, the balance amount of the advance fee, if any, paid earlier shall be paid back by the Project Management Consultancy to ARDD, Tripura within thirty (30) days of the termination letter, failing which the same shall be recovered by encashing the existing

Performance Guarantee or recovering from the Security Deposit submitted by the Project Management Consultancy.

(ii) By the Project Management Consultancy:

The Project Management Consultancy may, by not less than sixty (60) days' written notice to the ARDD, Tripura, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause, terminate this Contract:

- a) If the ARDD, Tripura is in material breach of its obligations under this Contract and has not remedied the breach within a reasonable time (or such longer period as the Project Management Consultancy may have subsequently approved in writing) following receipt of the Project Management Consultancy's notice specifying the breach;
 - b) If, as a result of Force Majeure, the Project Management Consultancy is unable to perform a material portion of the Services for a period of not less than forty-five (45) days; or
 - c) If the ARDD, Tripura fails to comply with any final decision reached through arbitration pursuant to this agreement.
6. Cessation of Rights and Obligations:
Upon termination of this Contract pursuant to Clause 4 or Clause 5 hereof, or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except:
- a) Such rights and obligations as may have accrued on the date of termination or expiration;
 - (b) The obligation of confidentiality set forth in this agreement;
 - (c) Any right which a Party may have under the Applicable Law.
7. Cessation of Services:
Upon termination of this Contract by notice of either Party to the other pursuant to Clause 4 or Clause 5 hereof, the Project Management Consultancy shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to minimize expenditures for this purpose.
8. Payment upon Termination:
Upon termination of this Contract pursuant to Clause 4 or Clause 5 hereof, the ARDD, Tripura shall make payments for Services satisfactorily performed prior to the effective date of termination to the Project Management Consultancy, after offsetting against these payments any amount that may be due from the Project Management Consultancy.
9. Disputes about Events of Termination:
If either Party disputes whether an event specified in Clause 4 or Clause 5 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to this agreement. This Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
10. Confidentiality and Publicity:

The Project Management Consultancy and its personnel shall treat all details of the project output and the services as confidential, for the Project Management Consultancy's internal use only. They shall not

publish or disclose any details of the output, deliverables, milestones submitted to the ARDD, Tripura, or the services, in any professional or technical journal, paper, or elsewhere, in any manner whatsoever, without prior written consent from ARDD, Tripura.

11. PRESENTATIONS, WARRANTIES AND RESPONSIBILITIES

The Project Management Consultancy represents and warrants to ARDD, Tripura that Power, Capacity, and Authority

(i) The Project Management Consultancy has full power, capacity, and authority to execute, deliver, and perform this agreement. It has taken all necessary actions (corporate, statutory, or otherwise) to execute, deliver, and perform the agreement, and it is fully empowered to enter into and execute this agreement, as well as to perform all its obligations hereunder.

(ii) Upon execution of the agreement and for the duration of its validity, the Project Management Consultancy agrees that it shall be responsible for and shall carry out the assignment in accordance with the highest standards of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment. It shall ensure that the staff assigned to perform the services under this contract will conduct themselves in a manner consistent with these standards. The Project Management Consultancy shall also do the following:

- (a) Take out, carry, and maintain applicable insurance.
- (b) Keep accounts and records for inspection and auditing for up to 5 years from the expiration or termination of the contract.
- (c) Submit for approval a checklist of activities requiring ARDD, Tripura's approval.
- (d) Prepare documents for facilitation, which shall remain the property of ARDD, Tripura.

(iii) The Project Management Consultancy represents that none of its directors, officers, or employees are in close or blood relations with any ARDD, Tripura employees or officers. In the event such a relationship arises during the course of this agreement, the Project Management Consultancy shall immediately inform ARDD, Tripura and seek instructions on how to eliminate any potential conflict of interest.

12. OBLIGATION OF PROJECT MANAGEMENT CONSULTANCY

(i) Performance:

The Project Management Consultancy shall perform the tasks/services in accordance with generally accepted professional standards and practices, sound management principles, and appropriate technology, utilizing safe and effective equipment, and shall submit reports as required.

The Project Management Consultancy shall hold ARDD, Tripura's interests paramount, without consideration for future work, and shall avoid any conflict with other assignments or its own corporate interests. The Project Management Consultancy shall not assign this contract or subcontract any portion of the work without the prior written consent of ARDD, Tripura.

The Project Management Consultancy shall be responsible for paying all taxes, duties, fees, levies, and other impositions levied under applicable law. ARDD, Tripura shall perform its duties regarding the reimbursement or deduction of such taxes as may be lawfully imposed.

Any trade commission, discounts, or similar payments received in relation to the Project fund utilization under this contract shall be passed on to ARDD, Tripura's account.

The Project Management Consultancy shall follow the basic provisions of the GFRs 2017 (and any amendments), CVC guidelines, and the guidelines posted on the Ministry of Finance website (www.finmin.nic.in), as updated from time to time.

(ii) Insurance by the Project Management Consultancy

During the performance of services under this contract, the Project Management Consultancy shall take out, carry, and maintain the following insurance, as applicable:

(a) Insurance against fire, theft, damage, and loss of all property owned by the Project Management Consultancy at the construction site, if any.

(b) Group Personnel Accident Insurance covering the Project Management Consultancy's employees operating from the site, as per the Project Management Consultancy's established practices.

(c) Automobile liability insurance covering all vehicles owned by the Project Management Consultancy at the Project site, in accordance with the Motor Vehicles Act.

(d) Relevant insurance coverage that will remain in force until the successful completion of the Project, covering all structures, imported and indigenous equipment, machinery, materials, and third-party liabilities, including storage and erection.

(e) Workman's compensation insurance covering employees/contract workers of the Project Management Consultancy under the Workman Compensation Act.

(f) Any other insurance cover required by law or for any other reason.

13. Indemnification Provisions

(a) Indemnifying ARDD, Tripura by the Project Management Consultancy

The Project Management Consultancy shall indemnify and hold harmless ARDD, Tripura against all actions, suits, claims, and demands brought or made against it in respect of anything done or committed by the Project Management Consultancy and its staff in the execution of or in connection with the services provided under this agreement. This includes any loss or damage to ARDD, Tripura arising from actions or suits brought against the Project Management Consultancy for any actions taken during the execution of this agreement, including losses or damages related to infringement of intellectual property rights of any third party.

The Project Management Consultancy shall adhere to job safety measures prevalent in India and indemnify ARDD, Tripura from any demands or responsibilities arising from accidents or loss of life caused by the Project Management Consultancy's negligence. The Project Management Consultancy shall pay all indemnities arising from such incidents without any extra cost to ARDD, Tripura and shall not hold ARDD, Tripura responsible or obligated.

ARDD, Tripura may, at its discretion and entirely at the cost of the Project Management Consultancy, defend such suits either jointly with the Project Management Consultancy or separately if the later chooses not to defend the case. This indemnification obligation will survive the termination of the contract for one year.

(b) Indemnification of the Project Management Consultancy by ARDD, Tripura

The Project Management Consultancy shall take the necessary insurance for any eventualities in the name of the Contractor. They shall not make any claims based on "Acts of God" or natural events.

ARDD, Tripura undertakes no responsibility of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel of Project Management Consultancy, Contractors, Sub-Contractors, vendors and specialist / Contract employees

associated with them for the performance neither of service nor for any family of any person.

14. Project Management Consultancy's Representatives:

The Project Engineer shall be the representative of the Project Management Consultancy and shall have the authority to act on behalf of the Project Management Consultancy for all purposes in connection with the Services, in accordance with all the provisions under the Agreement.

15. Indemnity and Insurance:

(a) The Project Management Consultancy shall take out and maintain adequate professional indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Services.

(b) ARDD, Tripura undertakes no responsibility in respect of life, health, accident, travel, or any other insurance coverage for the personnel or for the dependents of any such personnel.

(c) The Project Management Consultancy shall indemnify and save harmless ARDD, Tripura from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses, and disbursements of whatsoever nature that may be imposed on, incurred by, or asserted against ARDD, Tripura during or in connection with the Services by reason of:

- Infringement or alleged infringement by the Project Management Consultancy of any patent or other protected right; or
- Plagiarism or alleged plagiarism by the Project Management Consultancy.

(d) The Project Management Consultancy shall indemnify, protect, and defend, at the Project Management Consultancy's own expense, ARDD, Tripura, its agents, and employees, from and against any and all actions, claims, losses, or damages arising out of the Project Management Consultancy's failure to exercise the skill and care required under this agreement, provided, however, that:

- The Project Management Consultancy is notified of such actions, claims, losses, or damages no later than twelve months after the conclusion of the Services; and
- The ceiling on the Project Management Consultancy's liability shall be limited to the estimated cost approved by ARDD, Tripura, except that such ceiling shall not apply to actions, claims, losses, or damages caused by the Project Management Consultancy's gross negligence or reckless conduct.

(e) In addition to any liability the Project Management Consultancy may have under this agreement, the Project Management Consultancy shall, at its own cost and expense, upon

the request of ARDD, Tripura, re-perform the Services in the event of the Project Management Consultancy's failure to exercise the skill and care required.

(f) The Project Management Consultancy shall have no liability whatsoever for actions, claims, losses, or damages occasioned by:

- ARDD, Tripura's overriding decision or recommendation of the Project Management Consultancy or requiring the Project Management Consultancy to implement a decision or recommendation with which the Project Management Consultancy does not agree; or
- The improper execution of the Project Management Consultancy's instructions by agents, employees, or independent building contractors of ARDD, Tripura.

16 Force Majeure:

- a) If either party is temporarily unable, by reason of force majeure, to meet any of its obligations under the Contract, and if such party gives written notice of the event within fifteen (15) days after its occurrence, such obligations of the party that is unable to perform by reason of the event shall be suspended for as long as the inability continues. Neither party shall be liable to the other party for any loss actually incurred or damage sustained by such other party arising from any event or delays arising from such an event.
- b) The term "force majeure" shall mean events beyond the control of either party, which prevent the affected party from performing and fulfilling its obligations under the Contract, and which could not have been reasonably anticipated or foreseen, or although foreseen, were inevitable. Such events include acts of war (whether or not war is declared), public disorders, insurrection, riots, sabotage, explosions, violent demonstrations, blockades, and other civil disturbances, epidemics, pandemics (e.g., Covid-19), nuclear contamination, landslides, earthquakes, typhoons, volcanic eruptions, floods, washouts, and other natural calamities or acts of God, strikes, lock-outs, or other industrial action or equivalent disruptions or disturbances, boycotts, and embargoes or the effects thereof, and any other similar events.
- c) In the case of disagreement between the parties as to the existence or extent of force majeure, the matter shall be submitted to arbitration in accordance with the provisions of this agreement.

17. Other Conditions:

- a) In the event ARDD, TRIPURA desires the Project Management Consultancy to perform additional services that are not within the Terms of Reference, the Project Management Consultancy shall agree to perform such additional services on renegotiated, modified, and new terms and conditions as may be mutually agreed upon by the Parties.
- b) ARDD, TRIPURA shall provide the Project Management Consultancy with documents, information, or reports as may be required by the Project Management Consultancy to enable it to provide the services. ARDD, TRIPURA undertakes and agrees to furnish to the Project Management Consultancy, from time to time, such other documents, reports, or information in its possession and/or knowledge as it may consider relevant to performing the services, as and when such information is received by or available to ARDD, TRIPURA.

- c) All intellectual property conceived, originated, devised, developed, or created by the Project Management Consultancy or its agents specifically for the purpose of rendering the services shall vest with ARDD, TRIPURA, unless otherwise agreed between ARDD, TRIPURA and the Project Management Consultancy. ARDD, TRIPURA, as sole beneficial owner, shall be entitled to use such intellectual property for the purpose of the project.
- d) Unless otherwise agreed, ARDD, TRIPURA shall have the copyright on all reports, documents, maps, etc., authored, prepared, or generated during the course of the services to be provided by the Project Management Consultancy.

18. Compliance with Laws:

The Project Management Consultancy shall take due care that all its documents comply with all relevant laws, such as the Minimum Wages Act, EPF & ESI Act, etc., and statutory regulations, ordinances, and guidelines in force which includes all laws in force and effect as of the date hereof, and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs of, or orders of any court of record, as may be in force and effect during the subsistence of this Agreement, applicable to the Project Management Consultancy.

19. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The High Courts at Agartala shall have exclusive jurisdiction over all matters arising out of or relation to this Agreement.

20. Dispute Resolution:

20.1 Amicable Resolution:

Any dispute, difference, or controversy of whatever nature between the Parties, howsoever arising under, out of, or in relation to this Agreement (the "Dispute") shall, in the first instance, be attempted to be resolved amicably through discussions between the Parties.

20.2 Arbitration:

a. Procedure:

Any dispute which is not resolved amicably within 30 days shall be referred to the Director, ARDD, TRIPURA. Thereupon, the Director, ARDD, TRIPURA, shall appoint a sole arbitrator within thirty days. The proceedings of the arbitration shall be conducted in accordance with the Arbitration & Conciliation Act, 1996.

b. Place of Arbitration:

The place of arbitration shall ordinarily be ARDD, TRIPURA's premises, but by agreement of the Parties, the arbitration hearings, if required, shall be held only in Agartala.

c. English Language:

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders, and awards shall be in English, and, if oral hearings take place, English shall be the language to be used in the hearings.

d. Enforcement of Award:

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act, subject to the rights of the aggrieved parties to seek relief from any higher forum.

e. Performance during Dispute Resolution:

Pending the submission of and/or decision on a dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

21. Severability:

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

22. Waiver:

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- a. Shall not operate or be construed as a waiver of any other or subsequent default thereof or of other provisions or obligations under this Agreement;
- b. Shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- c. Shall not affect the validity or enforceability of this Agreement in any manner. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions, and provisions of this Agreement or any obligation hereunder, nor time or other indulgence granted by a Party to the other Party, shall be treated or deemed as a waiver/breach of any terms, conditions, or provisions of this Agreement.

23. Modification:

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

24. Notices:

Unless otherwise stated, notices to be given under this Agreement, including but not limited to a notice of waiver of any term, breach of any term of this Agreement, and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized National/International courier, E-mail, and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove. Notice will be deemed to be served as specified below:

- (i) In the case of personal delivery or registered mail, on delivery.
- (ii) In the case of telegrams, 24 hours following confirmed transmission; and
- (iii) In the case of E-mail, upon submission of the E-mail to the registered Email-ID.

25. Transfer of Assignment:

No Party may assign its interests in the Agreement without the prior written consent of the other Party.

Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

26. Completion of Project:

26.1 When the construction of all the works are completed in all respects, i.e., all civil, structural, electrical, mechanical, services works, etc., are completed, and equipment is installed and aligned (if any) and statutory approvals obtained etc., Project Management Consultancy shall notify the ARDD in writing that the Project has been completed in all respect.

26.2 Upon notification of completion of works in writing by the Project Management Consultancy, ARDD, TRIPURA will inspect the same. Any defects observed shall be informed to the Project Management Consultancy at the earliest. The Project Management Consultancy shall ensure the rectification of such defects prior to occupancy at no extra cost to the owner.

26.3 The date of acceptance by ARDD, TRIPURA, as aforesaid, along with the rectification of defects identified and submission of all documents as per the handing-over procedure, shall be considered to be the date of completion of the Project (hereinafter called **COMPLETION**) for the purpose of this contract. However, this does not exclude the responsibility of the Project Management Consultancy for the defect liability period.

27. Patents:

27.1 The Project Management Consultancy shall, subject to the limitations contained in this Article, indemnify and hold ARDD harmless from all costs, damages, and expenses arising out of any claim, action, or suit brought against ARDD by third parties in respect of any infringement of any patent, registered design, or any similar rights resulting from the use of any technical information, data, or process or design belonging to the Project Management Consultancy and furnished to ARDD, as long as it is used by the Project Management Consultancy for the purposes of this project only.

27.2 Similarly, ARDD shall indemnify and hold the Project Management Consultancy harmless from all costs, damages, and expenses arising out of any claim, action, or suit brought against ARDD by third parties in respect of any infringement of any patent, registered design, or any similar rights resulting from the use of any information furnished to the Project Management Consultancy by ARDD or by others on behalf of ARDD, as long as it is used by the Project Management Consultancy for the purposes of this project only.

28. Variations:

ARDD, TRIPURA may, by written notice to the Project Management Consultancy, direct the Project Management Consultancy to vary the scope, sequence, or timing of the services, and the Project Management Consultancy shall be bound to comply with that direction. All such variations shall be in writing.

The Project Management Consultancy shall always act in respect of any matter relating to this contract or the services as faithful advisers to ARDD, TRIPURA, and shall at all times support and safeguard ARDD, TRIPURA's legitimate interest in any dealings with third parties.

EXECUTED BY ARDD, TRIPURA by being signed by a duly authorized officer in the presence of:

Title: _____

Witness: _____

EXECUTED BY PROJECT MANAGEMENT CONSULTANCY by being signed by a duly authorized officer in the presence of:

Title: _____

Witness: _____

APPENDIX-C1

Summary of Project Management Consultancy/Implementation Agency work executed by the Agency to assess Technical Eligibility

S.No .	Name of project for which Service provided	Name of Client	Total cost of project	Work completed	Service Fee received	Enclosure No. of Appendix- C1
1.						
2.						
3.						
4.						
5.						
6.						
7.						

Date of submission:

Signature of Applicant

APPENDIX-C2

DESCRIPTION OF EACH AGREEMENT EXECUTED BY BIDDER TO ILLUSTRATE

QUALIFICATIONS [DULYSIGNED BY THE CLIENT]

(Please provide information only for projects where your firm was legally contracted by the client)

(1)	Name of the Project Management Consultancy	
(2)	Agreement No. of the Contract	
(3)	Name of the Project executed by the Project Management Consultancy	
(4)	Cost of the project as per the contract in the above Agreement	
(5)	Project Location	
(6)	Name & Contact No. of Client for whom the above project has been executed	
(7)	Agreement value of the project in the above agreement	
(8)	Actual value of the project completed before tender	

	submission date		
(9)	Total Service charge/ fee received against the contract	BeforeFY2019-20	
		FY2019-20	
		FY2020-21	
		FY2021-22	
		FY2022-23	
		FY2023-24	
		FY2024-25	
(10)	Date of start of the Agreement as per LOA		
(11)	Whether the above work is completed/substantially completed		
(12)	Scheduled date of completion of the above Agreement		
(13)	Actual date of completion of the above Agreement		
(14)	Brief description of Services provided		
(15)	Professional Staff Provided by the Firm: No. of Staff:		
(16)	No. of Person-Months:		
(17)	No. of Person-Months:		
(18)	Name of Senior Staff(<i>Project Director/Coordinating Team Leader of Project Management Consultancy</i>) Involved and Functions Performed		
(19)	Performance of the Project Management Consultancy Very Good/Good/Average/Poor		

Meaning of substantially completed work:

A **substantially completed** contract means a contract, in which, the Service Charge/ fee of at least eighty percent (80%) of the contract value has been received & is equal to or more than the minimum value stipulated for eligible assignment of present tender.

(Signature of the Client)

Designation:

Contact Number:

Office Seal

APPENDIX-D

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

The is to certify that to the best of our knowledge and information that M/s./ Shri.....having marginally noted address, a customer of our bank are/ is respectable and can be treated as good for any engagement up to a limit of Rs..... (Rupees).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Date: (Signature)

For the Bank

NOTE:

- (1) **Bankers certificates should be on letter head of the Bank, in sealed cover addressed to tendering authority.**
- (2) **In case of partnership firm, certificate should include names of all partners as recorded with the Bank.**

APPENDIX-E

Detail/Structure of the Project Management Consultancy

1.	Name and address of the bidder	
2.	Telephone No.(<i>landline and Mobile</i>)/Fax No./email address	
3.	<p>Legal status of bidder(<i>Attach copies of original document defining the legal status</i>).</p> <p>The applicant is:</p> <p>(a) An individual (b) A proprietary Firm (c) A Firm in partnership (d) A limited company or corporation.</p>	
4.	<p>Particulars of registration with various Govt. bodies(<i>Attach attested photocopies</i>)</p> <p>a) Registration Number b) Organization/Place of registration. c) Date of validity</p>	
5.	Name and title of Directors and officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization.	
7.	<p>Was the bidder ever required to suspend construction for a period of more than six months continuously after he commenced the construction? If so, give the name of the project and reasons of</p> <p>suspension of work.</p>	
8.	Has the bidder or any constituent partners(s) in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for	
9.	Has the bidder ever been debarred/ blacklisted for tendering in any organization at any time? If so, give details.	
10.	Has the bidder, ever been convicted by the court of law? If so, give details.	
11.	In which field of Civil Engineering construction the bidder has specialization and interest?	
12.	Any other information considered necessary but not included above.	

(Signature of Applicant)

APPENDIX-F

Details of Technical and Administrative Personnel, in the organization and proposed to be employed for the tendered work.

SL No.	Designation	Total Number	Number available for this work	Name	Qualification	Professional experience and details of works carried out	Remarks
1	2	3	4	5	6	7	8

Date:

(Signature of Applicant)

APPENDIX-G

Format of Bank Guarantee for Performance Security

Bank Guarantee no.....

Dated.....

To
The Executive Engineer,
E-Cell, ARDD
P.N. Complex, Agartala.
Tripura West.

Reference: Contract No. _____, awarded on _____.

This Deed of Guarantee is made this day of _____, between (name of Bank), having its registered office at _____, and branch office at _____ (hereinafter referred to as "the Bank") of the one part, and the Animal Resources Development Department (hereinafter referred to as "ARDD") of the other part.

Whereas, the Animal Resources Development Department, GoT has awarded Contract No. _____, RFP for the selection of an executing agency for the construction of _____ (hereinafter referred to as "the Contract") to M/s _____, with its registered office at _____ (hereinafter referred to as "the Project Management Consultancy").

Whereas, the Project Management Consultancy is bound by the said Contract to submit to the ARDD an irrevocable performance security guarantee bond for a total amount of Rs. _____ (Rupees _____ only).

Now, we, the undersigned (name of Bank officials), of the bank, being fully authorized to sign and incur obligations for and on behalf of the Bank, hereby declare that the said Bank will guarantee to the ARDD the full amount of Rs. _____ (Rupees _____ in words) as stated above.

After the Project Management Consultancy has signed the aforesaid contract with the ARDD, the Bank further agrees and promises to pay the amount due and payable under this guarantee, without any demur, merely on a demand from the ARDD, stating that the amount claimed is due by way of loss or damage caused, or would be caused or suffered by the ARDD by reason of any breach by the said Project Management Consultancy of any of the terms or conditions contained in the said agreement, or by reason of the Project Management Consultancy's failure to perform the said agreement. Such demand 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 _____ in words) only.

We, _____ (name of Bank), further undertake to pay to the ARDD any money so demanded, notwithstanding any dispute or claims raised by the Project Management Consultancy in any suit or proceeding pending before any court or tribunal, relating to liability under this present guarantee, which shall be absolute and unequivocal.

The payment made by us (name of Bank) under this bond shall be a valid discharge of our liability for payment thereunder, and the Project Management Consultancy shall have no claim against us for making such payment.

We.....(*indicate the name of Bank*), to further agree that the guarantee herein contained shall remain in full force 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 ARDD under or by virtue of the said agreement have been full paid and its claims satisfied or discharged by (*Designation & Address of Contract signing authority*) on behalf of ARDD certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Project Management Consultancy and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein, the liability of the Bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the ARDD or until (date of validity/extended validity), whichever is earlier. No claim shall be valid under the guarantee unless notice in writing thereof is given by the ARDD within the validity/extended validity period of the guarantee from the date aforesaid.

Provided always that we, (Name of Bank), unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be, on being called upon to do so by the ARDD. If the guarantee is not renewed or the period extended on demand, we, (Name of Bank), shall pay the ARDD the full amount of the guarantee on demand without demur.

We, (*indicate the name of Bank*), further agree with the ARDD that the ARDD shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said contract from time to time, or to postpone for any time or from time to time any power exercisable by the ARDD against the said Project Management Consultancy, and to forbear or enforce any of the terms and conditions of the said agreement. We shall not be relieved from our liabilities by reason of such variation or extension being granted to the said Project Management Consultancy, or by any forbearance, act, or omission on the part of the ARDD, or any indulgence by the ARDD to the said Project Management Consultancy, or by any such matter or thing whatsoever which, under the law relating to sureties, would relieve us from the liability.

The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Project Management Consultancy.

The expressions "the ARDD," "the Bank," and "the Project Management Consultancy" hereinbefore used shall include their respective successors and assigns.

We, (Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the ARDD in writing.

Notwithstanding anything to the contrary contained hereinbefore:

i) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rs. in words).

ii) This Bank Guarantee shall be valid up to, unless extended on demand by the ARDD.

iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the ARDD serves a written claim or demand on or before _____.

IN WITNESS WHEREOF, we, of the Bank, have signed and stamped this guarantee on this day of, being duly authorized.

Bank Seal

Signature of Bank Authorized Official with Seal

Name: _____

Designation: _____

Address: _____

Witness:

1. Name: _____

Designation: _____

Address: _____

2. Name: _____

Designation: _____

Address: _____

APPENDIX-H

AFFIDAVIT OF THE BIDDER

*(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only)
duly attached by Notary Public)*

Affidavit of Mr. S/o R/o I, the deponent

above named do hereby solemnly affirm and declare as under:

1. I am the Proprietor/Authorized Signatory of M/s _____ having its Head Office/Registered Office at _____.
 2. That the information, documents, and experience certificates submitted in support of the technical and financial capacity by M/s _____ along with the tender for the work of _____ (Name of Work) to the Animal Resources Development Department (ARDD), Tripura are genuine and true, and nothing has been concealed.
 3. I shall have no objection in case the ARDD, Tripura verifies them from the issuing authority(ies). I shall also have no objection in providing the original copies of the documents in case the ARDD, Tripura demands so for verification.
 4. I hereby confirm that in case any document, information, and/or certificate submitted by me is found to be incorrect, false, or fabricated, the ARDD, Tripura, at its discretion, may disqualify, reject, or terminate the bid/contract and also forfeit all dues (if any).
 5. I shall have no objection in case the ARDD, Tripura verifies any or all Bank Guarantee(s) under any of the clauses of the contract, including those issued towards performance guarantees, from the Zonal Branch/Office of the issuing bank. I/we shall have no right or claim on the submitted bank guarantee(s) before the ARDD, Tripura receives the said verification.
- I, _____ (Name), the Proprietor/Authorized Signatory of M/s _____, hereby confirm that the contents of the above affidavit are true to my knowledge, and nothing has been concealed therefrom, and that no part of it is false.

Verified at.....this.....day of.....

ATTESTED BY (NOTARYPUBLIC)

DEPONENT

APPENDIX-I

Financial Bid *(To be submitted along-with the Tender documents)*

Subject: PROJECT MANAGEMENT CONSULTANCY Services – “Establishment of Veterinary Clinical Complex (VCC) at C.V.SC and A.H.R.K. Nagar, Agartala Tripura”.

Sr.No.	Particulars	Quoted Fee in percentage (%)
1	<p>Project Management Consultancy's Service Charge/ Fee in percentage of completed cost of work is to be mentioned in figures and in words in English.</p> <p><i>The Construction cost for bid comparison purposes has been assumed as Rs.1300.00 Lakh which is only indicative and actual project cost may vary at completion stage.</i></p>	<p>Percentage.....on actual completed cost of work(<i>excluding GST</i>).</p> <p>(Note: The percentage (%) must be quoted upto two places of decimal only).</p>

NOTES:

- The percentage rates quoted by the tenderer shall be inclusive of all taxes and levies, but excluding GST. The GST, as legally leviable and payable by the bidder under the provisions of applicable laws or acts, shall be paid extra by ARDD, Tripura. Therefore, bidders should quote their rates after considering the Input Tax Credit (ITC) on their input materials and services. Bidders should ensure that the full benefit of ITC likely to be availed is duly considered when quoting their rates.
- The fees quoted will be firm, and no escalation will be applicable.
- The Project Management Consultancy shall pay all other taxes, duties, and similar government impositions arising from this contract and shall indemnify ARDD, Tripura against the same.
- The bidder must be registered under the CGST/IGST/UTGST/SGST Act and should submit the GSTIN, along with other details required under the applicable GST Acts, to ARDD. No deposit shall be released to the Project Management Consultancy without these details.
- The project cost is indicative and may increase or decrease. The actual service charge will be based on the final cost of the completed project

Tender Inviting Authority: Executive Engineer, Directorate of ARDD, Govt. of Tripura, Agartala

Name of Work: Architectural & Engineering Consultancy Services for Establishment of Veterinary Clinical Complex (VCC) at C.V.SC and A.H, R.K. Nagar, Agartala, Tripura.

NleRFP No.: EE(ARDD)/2025-26/01

Name of the Bidder/ Bidding Firm / Company :				
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)				
NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quoted Fee in percentage(%) including GST	Quoted Fee in percentage(%) including GST	Quoted Fee in percentage(%) including GST In Words
1	2	7	12	13
1	Architectural & Engineering Consultancy Services for Establishment of Veterinary Clinical Complex (VCC) at C.V.SC and A.H, R.K. Nagar, Agartala, Tripura.			
1.01	Consultant's Fee in percentage of completed cost of work is to be mentioned in figures (including GST). The Project cost for bid comparison purposes has been assumed as Rs.1300.00 Lac is only indicative and actual project cost may vary at completion stage. (Note: The percentage (%) must be quoted upto two places of decimal only).		0.00	INR Zero Only
Total in Figures	0.00			INR Zero Only
Quoted Rate in Words	INR Zero Only			

END OF TENDER DOCUMENT

