

F. DI/TRG/CoE/1(283)/Part-DPC/2011
Government of Tripura
Office of the Director (I&C), Khejurbagan,
Kunjaban, Agartala-799006

Dated, Agartala the 22/04/ 2013

CORRIGENDUM

Separate sealed tenders was invited on behalf of the Governor of Tripura from Manufacturers/Authorized dealers / bonafied suppliers for the following works for Supply, Installation (where necessary) and Commissioning (where necessary) of Workshop Tools, equipment, Machineries etc. for Centre of Excellence (CoE), Industrial Training Institute (ITI), Ambassa, Dhalai, closing date of which has now been extended as mentioned below. Details of work are as follows.

SI No	NIT-No	Name of work(s)	Extended closing date
1	DNIT-CoE/AMB/Basic-FPBT-03 (Milk & Dairy Products)	Supply of tools & equipments-(Group-A), Supply/installation of machines & accessories-(Group-B), Supply and installation of heavy machineries & plants-(Group-C)	04/05/2013 at 3.00 PM instead of 22/04/2013

- Notice Inviting Tender and General Rules & direction for submission of tender for supply of tools & equipments in ITI, Ambassa, Dhalai may be seen in websites: www.tenders.gov.in/ www.tripuraindustries.in. Interested parties may obtain details of Tender documents by post/e-mail on production of documentary proof as mentioned along with cost of tender/may be down loaded from website as uploaded earlier with closing date on 22/04/2013.
- Cost of Tender- **Rs. 5000.00** (Rupees Five thousand) only
- Earnest Money Deposit (EMD) : - **Rs. 50,000.00** (Rupees Fifty thousand) only
- Selling of tender: -Tender documents (Technical Bids and Financial Bids) may be obtained on production of documentary proof of current validity (duly attested) of the tenderer's Nationality, PAN card/ITCC/PTCC/STCC/VAT from the office of the undersigned on cash payment/Bankers cheque or draft payable at any Nationalised Bank branch at Ambassa in favour of "Institute Managing Committee of ITI, Ambassa" on any working days between **11/03/2013 to 04/05/2013 up to 3.00 PM.**
- The tender with list of equipments for each Group may also be down loaded from the website. In case of down loaded from website cost of tender must be accompanied with the tender along with documentary proof of current validity (duly attested) of the tenderer's Nationality, PAN card/ITCC/PTCC/STCC/VAT in a separate envelope subscribing on it "cost of tender for module-Milk & Dairy Product-(Group-A or B or C).
- Last date of submission of tender: **04/05/2013 up to 3.00 PM.**
- Opening of Tender: **-06/05/2013 at 03.00 PM**, if possible, in presence of bidders or authorised representative who wishes to remain present.
- Period of completion of supply: -90(ninety) days
- For details follow the general rules & direction for submission of tender for supply and installation of tools & equipments in ITI, Ambassa, Dhalai.

Sd/-
(Pravin L. Agrawal)
Director (I&C)

GENERAL RULES & DIRECTION FOR SUBMISSION OF TENDER FOR SUPPLY OF TOOLS
& EQUIPMENTS FOR CoE, ITI, AMBASSA, TRIPURA (DHALAI)

A. INTRODUCTION:

- 1) Director (I&C) on behalf of the Govt. of Tripura is intending to procure certain Engineering Tools & Equipments for Center of Excellence at Industrial Training Institute (ITI), Ambassa, Tripura (Dhalai) during the financial year 2012-13.
- 2) Sealed tenders are invited from the reputed manufacturers/ suppliers/ authorized dealers/small scale industries/suppliers of CPWD/MES & Railways having at least 5(five) years' experience dealing with Engineering Tools & Equipments for supplying items of equipments & machines to the ITI, Ambassa, Tripura (Dhalai)
- 3) **Qualification of the Bidder:** The bidder shall provide qualification information, which shall include: -
 - (a) Total monetary value of at least one similar work of value not less than 50% of the estimated cost put to tender in the last 2 (two) years to any Government Organization, preferably in Tripura.
 - (b) Tax clearance certificate from the concerned IT circle;
 - (c) Documents in support of financial credibility/ Bank Statement showing financial capability/transaction equivalent to bid amount in last financial year to the satisfaction of purchaser.

B. PROCEDURE FOR SUBMISSION OF TENDERS

Terms & condition of NIT may be seen in the websites also. Interested parties may obtain details of Tender documents for the module by post/e-mail on production of documentary proof as mentioned above along with cost of tender.

The interested bidders shall submit the bids in two parts, namely,

1. **“Technical Bid”**: -

(a) All qualifying requisite documents as contained in the clause **C (I) (a)** of “Terms & Condition” specified below and signed copy of declaration as per Annexure-C available with the tender..

(b) Technical details regarding the items offered by the bidder, compliance of terms and conditions, submission of documents etc. In other words, everything except the rates offered. It should contain booklets/ leaflets/technical information of the offered items costing above Rs.5000 and

2. **“Financial Bid”**: - The “Financial Bid” shall contain only the rates offered for all the items by the bidder. It must contain technical details specification as offered in the technical bid. The EMD should be submitted in a **separate sealed envelope within the envelope containing the Technical bid.** Cover of the envelope shall have the words **“EMD for Basic Module – III-Milk & Dairy Products”** inscribed on it, otherwise the tender may be summarily rejected.

Thereafter, the two bids should be put in 2 separate sealed envelopes, indicating on the cover as to which one is technical bid and which one is the financial bid.. The 2 (two) envelopes shall, thereafter, be placed inside a larger sealed cover. The main envelope containing the two bids shall have the words “Tender for Basic Module – III-Milk & Dairy Products ” inscribed on it and the same may be submitted to the office of the undersigned. While processing the bids, qualifying documents will be checked first and then technical bids of the eligible bidders will be opened. The eligible bidders meeting all requirements/specifications will be short-listed for opening of financial bids.

C. TERMS & CONDITION

I] Technical bids:

(a) **Qualifying documents - The following documents shall be enclosed along with the qualifying bid-**

- i. Valid tax clearance certificate duly attested by Gazetted officer as applicable
- ii. Copy of VAT tax registration certificate
- iii. Performance certificate (at least 5 years) for similar nature of work/supply of Engineering Tools & Equipments in Government Organization/Undertaking. (List of Government Departments/Undertaking with certificates of successful execution of supply should be attached for justifying eligibility. Self-certificate will not be acceptable and will be rejected)
- iv. Documents indicating period of warranty not less than one year and scopes of AMC (optional) for the items after expiry of the warranty period. During entire period of supply, warranty and AMC (optional), the supplier will have to ensure that call is responded to within 24 hour in person at the cost of the supplier. Suppliers with service support during last three years at Agartala would be given preference and documentary proof should be submitted.
- v. Signed copy of “General Rules & Direction” for submission of tender etc. available with tender document
- vi. Signed copy of an agreement as per Annexure ‘C’ available with tender document
- vii. Documents in support of financial credibility/ Bank Statement showing financial credibility.

(b) Technical documents:

- i. The detailed description and specification of the Tools & Equipments intended to be procured are in the Technical Bid along with the location of ITI, where the materials will have to be supplied. The bidder shall fill up the respective columns indicating detail specification, make, model, warranty (at least for one year), AMC (optional) etc.
- ii. The Brand and Make of all quoted items should be clearly indicated. The Makers name in full not in abbreviated form with country in origin must clearly be specified. The terms “best India Make, “Similar make”, Equivalent make” “Equivalent to” etc. are not acceptable and such tenders may be rejected at the discretion of the authority.
- iii. The rate quoted for items costing above Rs. 5000 (Five thousand) should be preferably supported with detail technical specification/ leaflet.
- iv. Tools and equipments should be of latest technology preferably with ISI/ISO mark from reputed Manufacturers/Brand and Make as applicable.
- v. The Tools & Equipments stated to be as per ISI/ISO specification. .
- vi. Technical specification of any item without make may not be accepted and may be summarily rejected at the discretion of authority.
- vii. The bid should accompany a soft copy (in CD) along with the hard copy.
- viii. The bid submitted by the bidder and all correspondence and documents relating to the bid submitted by the bidder; shall be written in English language.
- ix. Item wise complete list of standard accessories with specification where such accessories are required.
- x. Relevant documents in support of offered brand, model, make with specification of the items.

III] Financial bid:

This will contain only the rates offered by the bidder.

- i. Earnest money deposit is **Rs. 50,000.00 (Rupees fifty thousand) only** in the shape of Deposit at Call/Demand draft/Bankers cheque from any schedule bank guaranteed by R.B.I. pledged in favour of **IMC Society, ITI, Ambassa** must accompany the Technical Bid in a separate envelop. Cover of the envelope shall have the words **“EMD for Basic Module – III-Milk & Dairy Products”** inscribed on it, otherwise the tender may be summarily rejected.
- ii. Rates quoted should be for brand new items as stated in the bid document along with the specification offered in the technical bid.
- iii. The rates quoted must be F.O.R. destination and inclusive of all duties, charges and taxes, insurance, packing, forwarding, handling.
- iv. For convenience, while quoting rates, the same serial numbers of items as mentioned in the list are to be maintained by the Bidders.
- v. The rates must be quoted in figure as well as in words, preferably in type written form. If there is any discrepancy in figures and words, the amount in words will prevail. Prices shall be quoted in Indian Rupees only.
- vi. **The rates quoted by the bidder must remain valid for 180 (One hundred and eighty) days from the date of opening of the tender (Financial bid).**
- vii. **Soft copy of the rates quoted shall also be submitted in a Compact Disk.**

D. GENERAL TERMS & CONDITIONS:

- i. Bidders should submit all the requisite documents with the tender (inside the sealed cover of qualifying bid). Tender of the bidder may be summarily rejected if all the required documents are not found in the sealed cover of qualifying bid.
- ii. The purchaser reserves the right to drop any item/items at the time of issue of supply orders. Preference may be given to the best specification of any or all the items irrespective of cost and decision of the evaluation committee will be final.
- iii. The undersigned reserves the right to waive any minor informality or non-informality or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- iv. **Road Permit may be provided to the bidders of outside State on request; in case of supply order is awarded.**
- v. No other terms & condition of the bidder shall be accepted which contradict partially or wholly any of the terms and conditions mentioned herein.
- vi. Authority reserves the right to reject any or all the tenders or part thereof without assigning any reason.
- vii. Selected bidder should supply all the items as per supply order to the consignee concerned within the stipulated period. In case of failure on the part to supply wholly or partially the items ordered by the purchaser as per the terms & conditions, the earnest money deposited may be forfeited wholly or proportionately at the discretion of the authority. In case of any difficulties faced in supplying of intended item awarded for supply that may be brought to the notice of the authority with causes and if found genuine case may be considered mutually.
- viii. No modification / change in the tenders are permissible after opening of tenders.
- ix. The transportation of Tools & Equipments to the destinations in good conditions shall be at supplier's risk and responsibility.

- x. The tools & equipments will have to be delivered to the consignee as mentioned in the supply order in the State of Tripura.
- xi. **The works is to be completed within 90 (ninety) days**, if awarded. The time shall be reckoned from the 15th day of issue of Purchase Order. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.
- xii. Payment to the second party for the work will be released in the following manner: -
 - i. Payment shall be made after full completion of supply, installation, testing and commissioning of machineries (wherever necessary) with own cost of suppliers.
 - ii. Demonstration and operation will have to be exhibited by the Supplier/manufacturer's representative in respect of the equipments as and when called for.
- xiii. **The second party shall:**
 - a. Complete the supply and arrange for its inspection within the time period as stipulated.
 - b. Have service center at Agartala to attend any call from the purchaser or representative for any difficulties and solve problem within three days.
 - c. employ suitable skilled persons to carry out the installation and commissioning ;
 - d. Be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification:
 - e. Keep the first party informed about the progress of work;
 - f. Be responsible for all security and watch and ward arrangements at site till completion of the work and handing over as well.
 - g. Pay all duties, taxes and other levies payable by agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).
- xiv. **Rates should be quoted for all the items at least of one Group of the module by the bidder positively, without which the tender is liable of rejection at the discretion of authority.**
- xv. For any disputes decision of the authority shall be final.

E. SUBMISSION OF TENDER

The tenders may be dropped in the Office of the Director (I&C), Khejur Bagan, Kunjaban, Agartala, Tripura (West) or may be sent by registered post/courier to the same address **so as to reach the office within 04/05/2013 at 3.00 PM** at the risk of the bidder. **Any bid received by the Purchaser after the deadline for submission of bids will be summarily rejected and returned unopened to the bidder.**

F. OPENING OF TENDER:

- i. Venue: Office of the Director (I&C), Khejur Bagan, Kunjaban, Agartala, Tripura West, Pin-799006.
- ii. The Technical bid will be opened **on 06/05/2013 at 03.00 PM**, if possible. Bidders or one authorized representative of each Bidder may remain present at the time of opening, if wishes to. The eligible bidders meeting all requirements will be short-listed and communicated accordingly.
- iii. The financial bids of qualified bidders will be opened thereafter. Eligible bidders or one authorized representative of each eligible bidder with letter of authority may remain present at the time of opening of the technical/financial bid, if wishes to.

G. Evaluation of tender: -

The purchaser will evaluate and compare the tenders determined to be substantially responsive i.e. which

- (a) Meet the qualification criteria
- (b) Are properly signed and
- (c) Conform to the terms and conditions and specifications.
- (d) **Item wise lowest will be considered for evaluation of rates.**

PRELIMINARY EVALUATION /EXAMINATION, COMPARISON AND APPROVAL ACCEPTANCE OF THE RATES:

Tender evaluation committee of the Department will examine the tenders-Technical bid as well as Financial bids. The Committee constituted will also compare and evaluate the quoted rates. Decision of the Committee will be final to accept or reject any or all specification.

H. Award of contract

The Purchaser will award the contract to the bidder whose bid has been determined to be substantially responsive, who meets the specified qualification criteria, offered specifications of item of equipments etc. intended to be purchased and offered the lowest evaluated bid price in accordance to intended/desired specification considered by the tender evaluation committee.

1. Notwithstanding the above, the purchaser reserves the right to accept or reject any tenders and to cancel the bidding process and reject all tenders at any time prior to the award of contract.
2. The bidder whose bid is accepted will be notified of the award of contract by the purchaser prior to expiration of the tender validity period. **Selected bidder shall have to execute an agreement in stamp paper as per the annexure available with the tender document.** The terms of the accepted offer shall be incorporated in the purchase order.

I. Payments under its contract:

Payment to the second party for the work will be released in the following manner: -

- i. Payment shall be made after full completion of supply, installation, testing and commissioning of machineries (wherever necessary) with own cost of suppliers.
- ii. Demonstration and operation will have to be exhibited by the Supplier/manufacturer's representative in respect of the equipments as and when called for.

J. Security money

The security money shall be deducted from the bill payable to the supplier(s) for an amount equivalent ***to ten percent*** of the contract price. The Security money shall be valid till the expiry of the ***warranty period/defect liability period.*** The security money shall be refunded after expiry of the ***defect liability period.*** ***OR the security money may be released to the supplier on production of Bank Guarantee*** for an amount equivalent ***to ten percent*** of the contract price.

K. Completion time

The works is to be completed within **90 (ninety)** days. The time shall be reckoned from the 15th (fifteenth) day from the date of issue of Purchase Order. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

L. Liquidated damages

If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the 1.00 percentage of the contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10.00 Percent. Once the maximum is reached, the Purchaser may consider termination of the Contract.

M. Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, in competing for or in executing the Contract

N. Force Majeure

- 1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

O. Dispute settlement: -

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and of workmanship or materials used on the work or as to any other question, claim, right matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions orders or those, conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Director (I&C), Govt. of Tripura, Agartala Tripura (West). The arbitrator to whom the matter is originally referred being transferred or vacating

his office or being unable to act for any reason, Director (I&C), Govt. of Tripura, Agartala Tripura (West) shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such persons shall be entitled to proceed with the reference from the stage at which his predecessor left it.

It is also a term of this contract that no person other than a person appointed by such Director (I&C), Govt. of Tripura, Agartala Tripura (West) or as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs.50, 000(Rupees Fifty Thousand) and above, the arbitrator shall give reasons for the award. Subject as aforesaid the provisions of the Arbitration Act, 1940, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this part.

It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this part together with the amount or amounts claimed in respect of each such dispute.

It is also a term of the contract that if the Bidder(s) do/does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the Director (I&C), Govt. of Tripura, Agartala Tripura (West) that the bill is ready for payment, the claim of the Bidder(s) will be deemed to have been waived and absolutely barred and the purchaser shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

INCOMPLETE TENDERS WILL BE STRAIGHTWAY REJECTED WITHOUT FURTHER REFERENCE.

Sd/-
(Pravin L. Agrawal)
Director (I&C)
Govt. of Tripura,

Annexure

AGREEMENT FORM FOR

SUPPLY OF TOOLS & EQUIPMENTS FOR ITI, AMBASSA FOR THE
MODULE _____
(Name of work)

ARTICLES OF AGREEMENT

1. This deed of agreement is made on _____ day _____ month _____ 2013 _____, between the _____ (Purchaser) or his authorized representative (hereinafter referred to as the first party) and _____ (Name of the Bidder), S/O _____ resident of _____ (hereinafter referred to as the second party), to execute the work of _____ (Hereinafter referred to as works) on the following terms and conditions.

2. Cost of the Contract

The total cost of the works (hereinafter referred to as the "total cost") is Rs. _____ as reflected in Annexure of Letter No. _____ dated _____

3. Payments under its contract:

3.1 Payment to the second party for the work will be released by the _____ (first party) in the following manner: -

- i. Payment shall be made after full completion of supply, installation, testing and commissioning of machineries (wherever necessary) with own cost of suppliers.
- ii. Demonstration and operation will have to be exhibited by the Supplier/manufacturer's representative in respect of the equipments as and when called for.

4. Completion time

The works is to be completed within **90 (ninety)** days. The time shall be reckoned from the 15th (fifteenth) day from the date of issue of Purchase Order. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

5. Liquidated damages

If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the 1.00 percentage of the contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction

of 10.00 Percent. Once the maximum is reached, the Purchaser may consider termination of the Contract.

6. Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (d) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, in competing for or in executing the Contract

7. Force Majeure

- 7.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 7.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 7.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

8. The second party shall:

- a. Complete the supply and arrange for its inspection within the time period as stipulated.
- b. Have service center at Agartala to attend any call from the purchaser or representative for any difficulties and solve problem within three days.
- c. employ suitable skilled persons to carry out the installation and commissioning ;
- d. Be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification:
- e. Keep the first party informed about the progress of work;
- f. Be responsible for all security and watch and ward arrangements at site till completion of the work and handing over as well.
- g. Pay all duties, taxes and other levies payable by agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).

9. Security money

The security money shall be deducted from the bill payable to the supplier(s) for an amount equivalent *to ten percent* of the contract price. The Security money shall be valid till the expiry of the

warranty period/defect liability period. The security money shall be refunded after expiry of the **defect liability period.** **OR the security money may be released to the supplier on production of Bank Guarantee** for an amount equivalent **to ten percent** of the contract price.

10. Dispute settlement: -

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and of workmanship or materials used on the work or as to any other question, claim, right matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions orders or those, conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Director (I&C), Govt. of Tripura, Agartala Tripura (West). The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, Director (I&C), Govt. of Tripura, Agartala Tripura (West) shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such persons shall be entitled to proceed with the reference from the stage at which his predecessor left it.

It is also a term of this contract that no person other than a person appointed by such Director (I&C), Govt. of Tripura, Agartala Tripura (West) or as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs.50, 000(Rupees Fifty Thousand) and above, the arbitrator shall give reasons for the award. Subject as aforesaid the provisions of the Arbitration Act, 1940, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this part.

It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this part together with the amount or amounts claimed in respect of each such dispute.

It is also a term of the contract that if the Bidder(s) do/does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the Director (I&C), Govt. of Tripura, Agartala Tripura (West) that the bill is ready for payment, the claim of the Bidder(s) will be deemed to have been waived and absolutely barred and the purchaser shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

For and on behalf of Purchaser

For and on behalf of Supplier

Name:

Name:

Signature:

Signature:

Seal of the Head of SIC, Director
(I&C), Govt. of Tripura, Agartala
Tripura (West)/Representative

Seal of the Firm/Supplier

Date

Date

Place.....

Place.....

DECLARATION OF THE TENDERER

I/We hereby declare that I/We have personally gone through the pamphlet of “GENERAL RULES & DIRECTION FOR SUBMISSION OF TENDER FOR SUPPLY OF ENGINEERING TOOLS & EQUIPMENTS” in ITI, Ambassa, Dhalai Tripura and also the clauses of the tender in notice inviting tender for the supply.

I/We am/are agree to accept the above terms and conditions there in including up to date modification made by the Management of ITI, Ambassa as per guideline as these will be included in the agreement.

I/We hereby declare that I/we are agreeable to accept payment after actual delivery of tools & equipments at the destination in perfect condition to the best of satisfaction of the authority after successful testing, commissioning, demonstration and operation as may be necessary and as per ordered specifications in case of orders are received by me/us against the tender No. _____ date_____

For and on behalf of

Date

Name:

Signature:

Place.....

Seal of the Firm/Supplier

(Tech Bid)

Sl. No.	Name of items	Specification	Quantity	Specification offered by the bidder	Warranty
1	2	3	4	5	6
1	Lactometer	Lactometers as per ISI specifications	4 nos.		
2	Dairy product catalogue of different product	with description and making process of different dairy products	2 sets		
3	Milk testing kit	with detail description how to test milk purity	4 nos.		
4	Fat measuring kit	with detail description how to measure fat	4 nos.		
5	Electric Kettle	of 2 liters made of Stainless steel	4 nos.		
6	Moisture box	Aluminum, 100 g capacity cylindrical	4 nos.		
7	Measuring glass	Standard	8 nos.		
8	Hand gloves	of different sizes	16 nos.		
9	Apron	Standard	16 nos.		
10	Cap	Standard	16 nos.		
11	Boots	different sizes, water washable, fire resistive	16 nos.		
12	Hand bag	various sizes	16 nos.		
13	Milk cans	Made of steel/ Aluminum, 40 lit capacity	4 nos.		
14	Milk cans	Made of steel/ Aluminum, 100 lit capacity	4 nos.		
15	Gerber tubes	for fat estimation	1 no.		
16	Electric oven	Standard for training purpose	1 no.		
17	Kettle	5 liter made of SS	1 no.		
18	Vernier caliper	15 cm. 0.01 mm LC	2 nos.		
19	Hot plate	Electrical 2 KW	1 no.		
20	Screw Gauge	Micrometer, 0.001 mm LC, 10 cm cap	4 nos.		
21	Steel scale	12 " standard steel	2 nos.		
22	Steel tape	Scales 1 meter, and of 50 ft	2 nos.		
23	Pressure cooker	5 Kg SS	1 no.		
24	Pressure cooker	10 Kg SS	1 no.		
25	Moisture box	Aluminum, 100 g capacity cylindrical	1 no.		
26	Weight box	For balances	1 no.		
27	Cutting equipments	Different knives, Cutters for fruits /Veg	16 sets		
28	Sinks	standard size	1 no.		
29	Sugar Coating pan	SS, Revolving type with speed control	1 no.		
30	Bottle opener	Heavy duty, Stainless Steel	1 no.		
31	Burette	50 ml digital Automatic/ ordinary glass	1 no.		
32	Pipette	5-50 ml capacities, glass	16 nos.		

33	Lab glass wares	Different sizes and types	16 sets		
34	Working tables	Stainless Steel Size 6' X 3'	1 no.		
35	Improved stoves	Made of MS with proper safety Measures, Valves etc	1 no.		
36	Stainless steel / Aluminum pots	Different Capacities	16 nos.		
37	Wooden spoons	Different sizes	16 nos.		

Basic Module – III-Milk & Dairy Products (Group-B- Machines & Accessories)

Sl. No.	Name of items	Specification	Quantity	Specification offered by the bidder	Warranty
1	2	3	4	5	6
1	Flash evaporator.	Standard for training purpose	1 no.		
2	Can body reformer	Standard for training purpose	1 no.		
3	Can seamer	Standard for training purpose	1 no.		
4	Exhaust box.	Standard for training purpose	1 no.		
5	Cup sealer	Standard for training purpose	1 no.		
6	Vacuum pan	Standard for training purpose	1 no.		
7	Pickle mixer	Rotatory type, Contact Parts of SS	1 no.		
8	Heat sealing machine : Hand / pedal operated	Standard for training purpose	1 no.		
9	Tanks SS	50 liters capacity, cylindrical with cap	1 no.		
10	Syrup tanks	50-100 lit capacity SS	1 no.		
11	Liquid filling machine	For filling liquid in bottles 200 ml. Manual	1 no.		
12	Liquid filling machine	For filling liquid in bottles 500 ml. Manual	1 no.		
13	Liquid filling machine	For filling liquid in bottles 1000 ml. Manual	1 no.		
14	SS filter	Sieve type cloth filter, hydraulic	1 no.		
15	Steam jacketed kettle with surface scrapper	Standard for training purpose	1 no.		
16	Packaging machine hand operated	Standard for training purpose	4 nos.		
17	Hand operated weighting unit	with different value of weights	4 nos.		
18	Hand operated sealing machine	Standard for training purpose	4 nos.		
19	Deep fridge	Standard for training purpose	1 no.		
20	Automatic pouch machine / filler sealer machine	Standard for training purpose	1 no.		

Basic Module – III-Milk & Dairy Products (Group-C- Heavy Machines & Plants)

Sl. No.	Name of items	Specification	Quantity	Specification offered by the bidder	Warranty
1	2	3	4	5	6
1	Mini dairy plant	Mini dairy plant,Mini processing unit for milk standard for training purpose	1 no.		
2	Milk Chiller	Standard for training purpose	1 no.		
3	Cream separator	Cream separator, Standard	1 no.		
4	Cheese vat	Standard for training purpose.	1 no.		
5	Plate pasteurizer	Standard for training purpose.	1 no.		
6	Butter churner	Standard for training purpose	1 no.		
7	Boiler	Standard for training purpose	1 no.		
8	Mawa machine	Standard for training purpose	1 no.		
9	Form fill seal machine	Standard for training purpose	1 no.		
10	Crown capping machine	Standard for training purpose	1 no.		
11	Ice cream plant	Standard for training purpose	1 no.		
12	Centrifuge	For Fat estimation in milk, Standard for training purpose	1 no.		

Financial Bid

Basic Module – III-Milk & Dairy Products (Group-A- Tools & Equipments)						
Sl. No.	Name of items	Specification	Quantity	Specification offered by the bidder	Rate with all taxes	Amount
1	2	3	4	5	6	7
1	Lactometer	Lactometers as per ISI specifications	4 nos.			
2	Dairy product catalogue of different product	with description and making process of different dairy products	2 sets			
3	Milk testing kit	with detail description how to test milk purity	4 nos.			
4	Fat measuring kit	with detail description how to measure fat	4 nos.			
5	Electric Kettle	of 2 liters made of Stainless steel	4 nos.			
6	Moisture box	Aluminum, 100 g capacity cylindrical	4 nos.			
7	Measuring glass	Standard	8 nos.			

8	Hand gloves	of different sizes	16 nos.			
9	Apron	Standard	16 nos.			
10	Cap	Standard	16 nos.			
11	Boots	different sizes, water washable, fire resistive	16 nos.			
12	Hand bag	various sizes	16 nos.			
13	Milk cans	Made of steel/ Aluminum, 40 lit capacity	4 nos.			
14	Milk cans	Made of steel/ Aluminum, 100 lit capacity	4 nos.			
15	Gerber tubes	for fat estimation	1 no.			
16	Electric oven	Standard for training purpose	1 no.			
17	Kettle	5 liter made of SS	1 no.			
18	Vernier caliper	15 cm. 0.01 mm LC	2 nos.			
19	Hot plate	Electrical 2 KW	1 no.			
20	Screw Gauge	Micrometer, 0.001 mm LC, 10 cm cap	4 nos.			
21	Steel scale	12 “ standard steel	2 nos.			
22	Steel tape	Scales 1 meter, and of 50 ft	2 nos.			
23	Pressure cooker	5 Kg SS	1 no.			
24	Pressure cooker	10 Kg SS	1 no.			
25	Moisture box	Aluminum, 100 g capacity cylindrical	1 no.			
26	Weight box	For balances	1 no.			
27	Cutting equipments	Different knives, Cutters for fruits /Veg	16 sets			
28	Sinks	standard size	1 no.			
29	Sugar Coating pan	SS, Revolving type with speed control	1 no.			
30	Bottle opener	Heavy duty, Stainless Steel	1 no.			
31	Burette	50 ml digital Automatic/ ordinary glass	1 no.			
32	Pipette	5-50 ml capacities, glass	16 nos.			
33	Lab glass wares	Different sizes and types	16 sets			
34	Working tables	Stainless Steel Size 6’ X 3’	1 no.			
35	Improved stoves	Made of MS with proper safety Measures, Valves etc	1 no.			
36	Stainless steel / Aluminum pots	Different Capacities	16 nos.			
37	Wooden spoons	Different sizes	16 nos.			

Basic Module – III-Milk & Dairy Products (Group-B- Machines & Accessories)

Sl. No.	Name of items	Specification	Quantity	Specification offered by the bidder	Rate with all taxes	Amount
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1	2	3	4	5	6	7
1	Flash evaporator.	Standard for training purpose	1 no.			
2	Can body reformer	Standard for training purpose	1 no.			
3	Can seamer	Standard for training purpose	1 no.			
4	Exhaust box.	Standard for training purpose	1 no.			
5	Cup sealer	Standard for training purpose	1 no.			
6	Vacuum pan	Standard for training purpose	1 no.			
7	Pickle mixer	Rotatory type, Contact Parts of SS	1 no.			
8	Heat sealing machine : Hand / pedal operated	Standard for training purpose	1 no.			
9	Tanks SS	50 liters capacity, cylindrical with cap	1 no.			
10	Syrup tanks	50-100 lit capacity SS	1 no.			
11	Liquid filling machine	For filling liquid in bottles 200 ml. Manual	1 no.			
12	Liquid filling machine	For filling liquid in bottles 500 ml. Manual	1 no.			
13	Liquid filling machine	For filling liquid in bottles 1000 ml. Manual	1 no.			
14	SS filter	Sieve type cloth filter, hydraulic	1 no.			
15	Steam jacketed kettle with surface scrapper	Standard for training purpose	1 no.			
16	Packaging machine hand operated	Standard for training purpose	4 nos.			
17	Hand operated weighting unit	with different value of weights	4 nos.			
18	Hand operated sealing machine	Standard for training purpose	4 nos.			
19	Deep fridge	Standard for training purpose	1 no.			
20	Automatic pouch machine / filler sealer machine	Standard for training purpose	1 no.			

Basic Module – III-Milk & Dairy Products (Group-C- Heavy Machines & Plants)

Sl. No.	Name of items	Specification	Quantity	Specification offered by the bidder	Rate with all taxes	Amount
1	2	3	4	5	6	7
1	Mini dairy plant	Mini dairy plant, Mini processing unit for milk standard for training purpose	1 no.			

2	Milk Chiller	Standard for training purpose	1 no.			
3	Cream separator	Cream separator, Standard	1 no.			
4	Cheese vat	Standard for training purpose.	1 no.			
5	Plate pasteurizer	Standard for training purpose.	1 no.			
6	Butter churner	Standard for training purpose	1 no.			
7	Boiler	Standard for training purpose	1 no.			
8	Mawa machine	Standard for training purpose	1 no.			
9	Form fill seal machine	Standard for training purpose	1 no.			
10	Crown capping machine	Standard for training purpose	1 no.			
11	Ice cream plant	Standard for training purpose	1 no.			
12	Centrifuge	For Fat estimation in milk, Standard for training purpose	1 no.			