

NOTICE INVITING e-TENDER

for

**“SELECTION OF TRAINING PARTNERS (TPs) FOR
IMPARTING SKILL DEVELOPMENT TRAINING FOR
DIRECTORATE OF TRIBAL WELFARE (TRP&PTG),
GOVT. OF TRIPURA.”**

Notice Inviting Tender No. F.11-108/DEV/TRP&PT/20

Dated: 22.01.2021

DIRECTORATE OF TW (TRP&PTG)

Govt. of Tripura

PN Complex, Gurkhabasti, Kunjavan, Agartala-799006

Disclaimer

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

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

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1. Section 1

1.1 BID Schedule and Address

S. No	Description	Timeline
1	Name of Project	Selection of Training Partner for imparting Skill Development Training
2	Tender Reference Number	No. F.11-108/DEV/TRP&PT/20
3	Date of publishing the RFP	25.01.2021
4	Last date for receiving Bidder's Pre-bid clarifications in writing	29.01.2021, 3.00 PM
5	Date and Time for Pre-bid Meeting if any	29.01.2021, 4.00 PM
6	Date of publication of amendment if any	01.02.2021
7	Last date and time for Bid Submission	06.02.2021, 1.00 PM
8	Date and Time of Technical Bid Opening	06.02.2021, 4.30 PM
9	Name and Address for communication	Directorate of TW (TRP & PTG) Address: PN Complex, Gurkhabasti, Kunjavan, Agartala-799006
10	Bid cost	NIL
11	Bid Security (EMD)	Rs.30,000/- (Thirty Thousand only)

2 Section 2 – Introduction

2.1 About Directorate of TW (TRP&PTG)

The Directorate of TW (TRP&PTG) was established during 1985-86. The State Government, initially, taken up rehabilitation of PTGs through the Forest Department by establishing 3(three) Tribal Rehabilitation Divisions namely Manu, Ambassa, Jatanbari since 1983- 84.

The Reangs, out of the 19 (Nineteen) Scheduled Tribes of Tripura, were recognized by Government of India as the Primitive Tribe, now known as the Particularly Vulnerable Tribal Group. The population of the Reangs are 1, 71,251 (as per Survey conducted by the Directorate of TRP&PTG during 2013). As the Reangs were inhabitants of Forest areas / lands the rehabilitation was taken up through plantation of Teak along with some other activities like health care, financial assistance for housing, rearing of domestic animal etc. development of infrastructure in and around their habitations.

2.2 Objective of this RFP

Directorate of TW (TRP&PTG) proposes to hire (empanelment at fixed cost) Training Partners (TPs) for imparting Skill Development Training on various job roles. This is required to ensure prompt, efficient and seamless service levels. The Bidder should have adequate experience as sought in the RFP to undertake the above-mentioned activities.

2.3 Cost of the RFP

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

The Bidders can submit the bid response through e-tender portal <https://.tripuratenders.gov.in> only.

2.4 Ownership of this RFP

The content of this RFP is a copyright material of Directorate of TW (TRP&PTG). No part or material of this RFP document should be published on paper or electronic media without the prior written permission from Directorate of TW (TRP&PTG).

2.5 Due Diligence

The Bidders are expected to examine all instructions, terms and conditions stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders risk and may result in rejection of the bid. Directorate of TW (TRP&PTG) is not bound to disclose the grounds for rejection of Bid. The decision of the Directorate of TW (TRP&PTG) regarding the final declaration of the selection of TPs shall be final.

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

3 Section 3 – Scope of Work

3.1 Location of imparting training

Skill Development Training will be conducted at Taidu and Amarpur, Tripura. In each location, number of candidates to be trained is 50. Total number of candidates to be trained is 100.

3.2 Job role wise number of candidates to be trained

Sl	Job Role	Hours of training / Candidate	Number of Candidates	Taidu	Amarpur
1	Electrician	240	20	10	10
2	Plumbering	240	20	10	10
3	Cake & Bread making	240	20	10	10
4	Mobile Repairing	240	20	10	10
5	Catering & Decoration	240	20	10	10
Total			100	50	50

3.3 Training Cost

Total training cost for each candidate will be Rs.16,000/- including applicable taxes. The selected Training partner must provide stipend of Rs.1000/- (One Thousand only) to each candidate via Online Net Banking facility to their respective bank account. If the selected TP is unable to pay the stipend as mentioned, the TP must inform the authority in appropriate time. In that case TRP & PTG may release the stipend directly to the selected candidates.

The TP may provide stationary/ course materials, refreshment during training program and must provide course completion certificate at the end of training program.

3.4 Duration of training program

The training program should conclude withing three months from the date of acceptance of the work order by TPs. Training of each job role for each candidate must have duration of 240 hours.

4 Section 4 – Eligibility Criteria

4.1 Pre-requisite

The individual bidder should possess the requisite resources and capabilities in imparting the above-mentioned training program. The Bidder should also possess the financial wherewithal that would be required to complete the scope of work. The Bid must be completed in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for financial bid evaluation.

4.2 Minimum Eligibility Criteria (Pre-Qualification)

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

- i. Legal entity: Bidder should be either a company/ partnership firm/ proprietorship firm/ LLP incorporated in India under the Companies Act, 1956 and subsequent amendments thereto or a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932 based in Tripura. Relevant document has to be uploaded.
- ii. The bidder should upload copy of GST and PAN.
- iii. The bidder has not been blacklisted by any Central / State Government institution (self-declaration to be submitted).
- iv. The agency must be NSDC registered as Training Partner. Proof must be uploaded.
- v. The bidder should have associated with at least 5 Trainers as on RFP publishing date. The bidder should submit resumes of trainers, duly verified by authorized signatory.
- vi. The bidder must not be in litigation with any Govt. Organization / Society / Trust / Board / Corporation. Self-declaration must be uploaded.
- vii. The bidder should not be joint venture/joint bidding/consortium.

Failure to provide the desired information and documents will lead to disqualification of the Bidder without any intimation.

5 Section 5 – Instruction to Bidders

5.1 RFP

RFP shall mean Request for Proposal. Bid, Tender and RFP are used to mean the same.

The Bidder is expected to examine all instructions, forms, Terms and Conditions in the Bidding Document. Submission of a Bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid without any further reference to the Bidder.

5.2 Clarifications of Bidding Documents

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

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

Sl No	Page No	Clause No	Description	Clarification sought	Additional remarks

5.3 Amendment of Bidding Documents

At any time prior to the deadline for submission of Bids, Directorate of TW (TRP&PTG) may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.

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

In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, Directorate of TW (TRP&PTG) may, at its discretion, extend the deadline for submission of the Bids, in which case, the extended deadline will be published on e-tender portal.

From the date of issue, the Addenda / Corrigenda to the tender shall be deemed to form an integral part of the RFP.

5.4 Earnest Money Deposit (EMD) /Bid Security

Earnest Money Deposit (EMD) of Rs 30,000/- (Rupees Thirty Thousand only) is to be paid electronically over the Online Payment facility provided in the Portal, **any time after Bid Submission Start Date & before Bid Submission End Date**, using the supported Payment Mode (Net Banking).

5.5 Return of EMD

EMD of selected TPs will be retained by the Tender Inviting Authority (TIA) once work order is place. Other bidders EMD will be returned automatically by the portal in their bank Account.

5.6 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

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

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

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

5.7 Period of Validity of Bids

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

5.8 Extension of Period of Validity

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

5.9 Procedure for submission of bids

The Bid shall be submitted in 2 (two) parts, post registration in the <https://www.tripuratenders.gov.in>, as under:

5.10.1 PART-I: EMD

Earnest Money Deposit (EMD) of Rs. 30,000 has to be paid by Online payment option given in e-tender portal only.

5.10.2 PART-II: Technical bid documents

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

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

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

No tender will be considered which is not as per the printed/typed form.

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

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

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

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

There should be no cutting/overwriting in the Tender documents.

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

The Directorate of TW (TRP&PTG) reserves the right to retain bids once submitted.

5.10 Bid Language

The Bid shall be in English Language.

5.11 Rejection of Bid

The Bid is liable to be rejected if:

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

5.12 Extension of Deadline for submission of Bid

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

5.13 Modifications and Withdrawal of Bids

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

5.14 Contacting TRP & PTG

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

6 Section 6 – Bid Opening and Bid Evaluation

6.1 Opening of Technical Bids

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

6.2 Evaluation of Technical Bids and marking

6.4.1 Part 1 (Bid Security)

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

6.4.2 Evaluation of pre-qualification

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

6.4.3 Evaluation of Technical Bids

The Tender Committee would evaluate the technical responsive bids and will give marks as per the clauses given in 6.4.4. The bidders scoring 80 or more will be declared as selected TPs. Depending on their expertise, the authority may distribute job role wise number of candidates to each selected agency to be trained by them. Bidders scoring less than 80 marks will not be selected as TP against this RFP and their EMD will be returned.

6.4.4 Scoring sheet for Technical Bid Evaluation

Sl.	Parameters	Maximum Marks
1	Complete and duly filled up PAF in the prescribed format only. No hand written response would be accepted	20 Marks
2	Content of the curriculum with hourly wise session plan for each job	20 marks
3	Complete CV of Trainers along with photograph and with photocopy of certificates (highest qualification mark sheet, experience document, if any, Relevant certificate from prominent institute on specific field for which trainer is proposed). All the CVs and experience certificates has to be duly signed by candidate (For each job role shall be attached)	20 Marks
4	Presentation on Training planning/ methodology etc	20 Marks
5	Original Notarized Premise ownership document at training location (10 marks for each location)	20 marks
	Total	100 Marks

7 Section 7 – Terms and Conditions

7.1 Forfeiture of Bid Security

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

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

7.2 Award of Work/Contract

Director Directorate of TW (TRP&PTG), Govt. of Tripura will award the contract/work to successful Bidder whose bid has been determined to be responsive and has been determined to be most competitive.

7.3 Bid Rejection Criteria

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

7.4 Fraudulent & Corrupt Practice

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

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of project execution. Directorate of TW (TRP&PTG) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the project.

7.5 Taxes and Duties

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

7.6 Repeat Order

Directorate of TW (TRP&PTG) has the right to place repeat order with the selected TPS for imparting skill development training to additional number of candidates in same or other job roles at the same financial rates and as per the terms of the RFP.

7.7 Indemnity

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

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

7.8 Bidders Liability

The selected Bidder will be liable for all the deliverables.

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

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

7.9 Termination of Contract

For Convenience: Directorate of TW (TRP&PTG) by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving one (1) month prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective. Directorate of TW (TRP&PTG) may consider request of the bidder for pro-rata payment till the date of termination.

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

7.10 Force Majeure

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

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

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

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

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

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

7.11 Compliance with Applicable Laws of India

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

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

7.12 Legal Compliances

The Bidder confirms to Directorate of TW (TRP&PTG) that its personnel/ employees/ staff are covered under the provision of various Acts enacted for the protection and benefits of workmen /employees/staff or otherwise such as Employees State Insurance Act and Employees Provident Fund Miscellaneous Provision Act etc. and such other Acts like Profession Tax Act etc. as applicable and

that Bidder is duly registered under the provisions of the said Acts and is complying with the provisions of the Acts.

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

7.13 Governing Language

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

7.14 Addresses for Notices

Directorate of TW (TRP&PTG)

Govt. of Tripura

PN Complex, Kunjavan, Agartala- 799006