TENDER FORM

Name of Work: Repairing of water pipeline including installation of 2HP Submersible pump set at DDRC Office complex, Shyamali Bazar,Agartala, West Tripura.

Total Estimated Cost: - Rs. 35,188.00

Earnest Money: - Rs. 352.00 (Rupees three hundred and fifty two) only to be deposited in favour of the Executive Engineer, RD Agartala Division on any nationalized/scheduled bank ***in the form of DD/D call along*** with tender documents.

Duration of work: - 7 (Seven) days.

PNIT No: - 26/EE/RDAD/2018-19 Dt. 09/01/2019

DNIT NO: DT-5/REP-W-P-LINE-DDRC/SBZR/EE/RDAD/18-19 Dt. 09/01/2019
(3rd Call).

Last Date & Time of Dropping of Tenders: 3 PM of 16/01/2019.

Probable Date & Time of Opening of Tender: 3.30 PM of 16/01/2019.

Cost of Tender Form: Rs.150.00 (Rupees One hundred fifty) only, to be deposited in favour of the Executive Engineer, RD Agartala Division on any nationalized/scheduled bank ***in the form of Demand Draft (DD) along*** with tender documents.

Availability of Tender Documents: Tender form is to be ***downloaded*** from the websites-
http://tripura.gov.in and /or
http://rural.tripura.gov.in/

This is to certify that this Tender form contains 59 (Fifty-nine)nos. written pages including this page and blank pages.

Sd/-
Executive Engineer
R.D Agartala Division

GOVERNMENT OF TRIPURA
RURAL DEVELOPMENT DEPARTMENT
OFFICE OF THE EXECUTIVE ENGINEER
R.D AGARTALA DIVISION

Name of Work: Repairing of water pipeline including installation of 2HP Submersible pump set at DDRC Office complex, Shyamali Bazar, Agartala, West Tripura.

SL No.	SECTION	PARTICULARS	PAGE No.
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2.	Section - II	Instruction to Tenderers	11 to 18
3.	Section - III	Forms of Tenders and Qualification information	19 to 20
4.	Section - IV	Condition of Contract	21 to 49
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6.	Section - VI	Drawings	52 to 53
7.	Section - VII	Forms of Security	54 to 55
8.	Section - VIII	Bill of Quantities	56 to 59

1. Certified that this DNIT contains **59 (Fifty-nine) pages** numbered from **1 to 59;** excluding blank pages.

2. Header of every page is bearing the text "Standard Single Bid Document for R.D Agartala Division."

Sd/-
Assistant Engineer
R.D Agartala Division
Agartala, West Tripura.

Sd/-
Executive Engineer
R.D Agartala Division
Agartala, West Tripura.

DNIT NO:DT-5/REP-W-P-LINE-DDRC/SBZR/EE/RDAD/18-19 Dt. 09/01/2019 (3rd Call)

Draft Notice Inviting Tender for an amount of **Rs. 35,188.00**
(Rupees thirty five thousand one hundred eighty-eight) only **is hereby APPROVED**.

Sd/-
Executive Engineer
R.D Agartala Division
Agartala, West Tripura.

VOLUME - I

SECTION- I

LIST OF IMPORTANT DATES

PRESS NOTICE

NOTICE INVITING TENDERS

SECTION- 1

LIST OF IMPORTANT DATES IN CONNECTION WITH THE TENDER FOR THE WORK.

1.	Completion period for the work	7 (Seven) days
2.	Date of issue of Notice Inviting tender:	09/01/2019
3.	Period of downloading tendering Document from http://tripura.gov.in and /or http://rural.tripura.gov.in/	From 09/01/2019 Up to 16/01/2019
4.	Period of Seeking clarification	From 09/01/2019 15/01/2019
5.	Last Date & Time of Dropping of Tender & Place of Dropping	3.00 P.M. of 16/01/2019
6.	Time and Date of Opening of tender/tenders:	16/01/2019 (At 3.30 PM)
7.	Place of opening bids:	Office of the Executive Engineer, R.D. Agartala Division Gurkhabasti, Agartala
8.	Last date of Bid validity:-	15/07/2019
9.	Officer inviting Bids:	Executive Engineer, R.D. Agartala Division Gurkhabasti, Agartala

*To be filled up by the concerned Executive Engineer.

FORMAT – A
(For publication in the Websites)

GOVERNMENT OF TRIPURA
RURAL DEVELOPMENT DEPARTMENT
OFFICE OF THE EXECUTIVE ENGINEER
R.D. AGARTALA DIVISION

SHORT NOTICE INVITING TENDER NO: 26/EE/RDAD/2018-19 Dt. 09/01/2019

On behalf of the Governor of Tripura, The Executive Engineer, R D Agartala Division, R D Department, Agartala, West Tripura invites percentage rate sealed contract tender in PWD Form No.7 on single bid system from the Central & State public sector Undertaking/Enterprise and eligible Contractors/Firms/Agencies of appropriate class registered with PWD/TTAADC/MES/CPWD/Railway/Other State PWD up to **3.00 P.M. of 16/01/2019** for the following work:-

SL NO	NAME OF THE WORK	ESTIMATED COST	EARNEST MONEY	COST OF TENDER FORM	TIME FOR COMPLETION	LAST DATE & TIME FDROPPING OF TENDER & PALCE OF DROPPING	TIME AND DATE OF OPENING OF TENDER	TENDER DOCUMENTS DOWNLOADED AT	CLASS OF TENDERER
1.	"Repairing of water pipeline including installation of 2HP Submersible pump set at DDRC office complex, Shyamali Bazar, Agartala West Tripura". DNIT NO: DT-5/REP-W-P-LINE-DDRC/ SBZR/EE/RDAD/ 18-19 Dt. 09/01/2019.(3rd Call).	**35,188.00**	**352.00**	**150.00**	**7 (seven) days**	**Up to 3.00 pm of 16/01/2019 Office Of The Executive Engineer R D Agartala Division**	**3.30 PM of 16/01/2019**	http://tripura.gov.in http://rural.tripura.gov.in	**Appropriate class**

Tender form is to be downloaded from the website http://tripura.gov.in and/or http://rural.tripura.gov.in/ by eligible bidders. No tender form will be sold from the office of the undersigned. Subsequent corrigendum/Addendum etc, if any, will be available in the website. The bidders are required to check the websites regularly for this purpose, to take them into account before submission of tender. Cost of tender form is to be deposited in favour of the Executive Engineer, RD Agartala Division on any nationalized/scheduled bank ***in the form of Demand Draft (DD) along*** with tender documents.

Cost of tender form is to be deposited in favour of the Executive Engineer, RD Agartala Division on any nationalized/scheduled bank ***in the form of Demand Draft (DD) along*** with tender.

Earnest money should be deposited on any nationalized/scheduled Bank of India guaranteed by the RBI in the shape of **"Deposit-at-call"** or **"DD"** in favour of **the Executive Engineer, R.D Agartala Division, Gurkhabasti, Agartala, West Tripura, Tripura.** The ***Earnest money*** in the shape of Deposit-at-call or DD and ***Cost of tender form*** in the shape of DD must be submitted along with the tender.

Tender(s) can be sent through Registered Post/Speed Post or dropped in the tender box/boxes, kept at the office of **Executive Engineer, R.D Agartala Division, Gurkhabasti, Agartala, West Tripura, Tripura** so as to reach or dropped well within the last date for receipt as specified above. Sealed tender(s) received shall be opened by **the Executive Engineer, R.D Agartala Division, Gurkhabasti, Agartala, West Tripura, Tripura** in presence of intending tenderers and other tenderers who may like to be present.

The tendering authority reserves the right to reject any submitted tender, not inconformity with relevant DNIT.

Note: *NO NEGOTIATION WILL BE CONDUCTED WITH THE LOWEST BIDDER*

(Er. S. R. Debbarma)
Executive Engineer
RD Agartala Division
Gurkhabasti, Agartala

CONTRACTOR **EXECUTIVE ENGINEER**

Copy to the:

1. Chief Engineer, RD Department, Agartala.
2. District Magistrate and Collector, West Tripura District.
3. Superintending Engineer, R D 1st Circle, Agartala.
4. Executive Engineer, R. D. Division (Store/Bishramganj/Teliamura/Udaipur/Satchand/Amarpur/ Santirbazar/ Kumarghat/ Kanchanpur/Ambassa/Manu) with request to display the NIT in their respective notice board for publication.
5. Executive Engineer, PWD Division (I, II, III, IV, V, Mechanical, Store, Internal Electrification), Power Division (I, II, III, Transmission, Store), PHE Division (I, IV, Resource, Rig), IFC Division (West), Agri Engineering Division (West/Mechanical/Store) with request to display in their respective notice board for publication.
6. All Block Development Officers under West Tripura District with a request to display the notice in the notice board.
7. All Assistant Engineers, Junior Engineers, Technical Assistant, Head Clerk, Accountant/Cashier/Store keeper, Work assistant, Mechanic, Tender Section of this division. They are requested to take necessary action for wide publication of the same.
8. General Secretary, All Tripura Contractors Association, Aitorma Sentrum, 4thFloor, Sakuntala Road, Agartala-799001, West Tripura for information & necessary action (Ph: 0381 2387236).
9. M/S / Sri_____
10. Tender File - NO.F.3 (7)-EE/RDAD/2018-19/TENDER.
11. Work File. No-
12. Office notice board.

Copy also to the:

1. Officer-in-charge, New Capital Complex, Police Station with request to arrange frequent police patrolling around this office up to the completion of bidding process on **16/01/2019** to avoid any untoward incidents regarding the tender.
2. Officer in-Charge, GB out post for information & necessary action Please.

Executive Engineer

GOVERNMENT OF TRIPURA
RURAL DEVELOPMENT DEPARTMENT
OFFICE OF THE EXECUTIVE ENGINEER
R.D. AGARTALA DIVISION

SHORT NOTICE INVITING TENDER NO: 26/EE/RDAD/2018-19 Dt. 09/01/2019

On behalf of the Governor of Tripura, The Executive Engineer, R D Agartala Division, R D Department, Agartala, West Tripura invites percentage rate sealed contract tender in PWD Form No.7 on single bid system from the Central & State public sector Undertaking/Enterprise and eligible Contractors/Firms/Agencies of appropriate class registered with PWD/TTAADC/MES/CPWD/Railway/Other State PWD up to **3.00 P.M. of 16/01/2019** for the following work:-

SL NO	NAME OF THE WORK	ESTIMATED COST	EARNEST MONEY	COST OF TENDER FORM	TIME FOR COMPLETION	LAST DATE & TIME FDROPPING OF TENDER & PALCE OF DROPPING	TIME AND DATE OF OPENING OF TENDER	TENDER DOCUMENTS DOWNLOADED AT	CLASS OF TENDERER
1.	"Repairing of water pipeline including installation of 2HP Submersible pump set at DDRC office complex, Shyamali Bazar, Agartala West Tripura". DNIT NO: DT-5/REP-W-P-LINE-DDRC/ SBZR/EE/RDAD/ 18-19 Dt. 09/01/2019 (3rd Call).	**35,188.00**	**352.00**	**150.00**	**7 (seven) days**	**Up to 3.00 pm of 16/01/2019 Office Of The Executive Engineer R D Agartala Division**	**3.30 PM of 16/01/2019**	http://tripura.gov.in http://rural.tripura.gov.in	**Appropriate class**

2. Tender documents consisting of qualification information and eligibility criterion of tenderers, plans, specifications, drawings, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be compiled with by the tenderers can be seen in the office of the **Executive Engineer, R.D Agartala Division, R.D Department, Gurkhabasti, Agartala, West Tripura, Tripura** between 11.00 A.M. and 4.00 P.M. on any working days between 09.01.2019 to 15.01.2019 and Tender documents will be available at the website **http://tripura.gov.in**. **&** **http://rural.tripura.gov.in** for download. The interested bidder can download the tender documents from the above mentioned website/s and submit the cost of tender document **Rs.150.00** (Rupees One hundred fifty) only in the form of Demand Draft (Non Refundable) from any nationalized bank in favour of the the **Executive Engineer, R.D Agartala Division, Gurkhabasti, Agartala, West Tripura,** along with tender in the same envelope.

3. a. Tendering documents must be delivered to office of **the Executive Engineer, R.D Agartala Division, R.D Department, Gurkhabasti, Agartala, West Tripura, Tripura** on or before **3.00 PM of 16.01.2019** , If the office happens to be closed on the date of receipt of the tender as specified, the tenders will be received on the next working day at the same time and venue.
b. Tender will be opened at **3.30 PM of 16.01.2019** in the office of the **the Executive Engineer, R.D Agartala Division, R.D Department, Gurkhabasti, Agartala, West Tripura, Tripura** If the office happens to be closed on the date of opening of the tender as specified, the tender will be opened on the next working day at the same time and venue.

4. The tender must be accompanied by the Earnest Money & Cost of tender documents of the amount specified for the work in the Table. The earnest money will have to be in any one of the forms as specified in the tendering Documents.

5. If a tenderer is enlisted in the PWD as well as in MES, P&T, Railways or State PWDs he shall be eligible to tender for works up to the amount permitted by virtue of his enlistment in the PWD even if he may be authorized to tender for bigger works in the CPWD/ MES/P&T and/or Railways.

6. Tendering documents will not be sold to intending tenderer who are near relatives of Divisional Accountant or Superintending Engineer or Executive Engineer or Assistant Engineer or Junior Engineer of the Circle in which the work is to be executed.

Note: A near relative includes wife, husband, parents, in-laws, children, brothers, sisters, uncles, aunts and cousins.

7. No Engineer of Gazette rank or other office employed in the Engineering or Administrative duties in an Engineering Department of the State Government is allowed to work as a tenderer for a period of two years after his retirement from government services, without Government permission. This contract is liable to be cancelled if either the tenderer or any of his employees is found any time to be such a person who has not obtain the permission of the Government as aforesaid before submission of the tender or engagement in the tenderer's service.

8. If the percentage quoted by a tenderer is found to be either abnormally high or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected.

CONTRACTOR **EXECUTIVE ENGINEER**

9. Each tenderer shall submit only one tender for the work. A tenderer who submits more than one tender will cause disqualification of all the tenders submitted by the tenderer.

10. The tenderer, at the tenderer own responsibility and risk is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the tender for entering into a contract, for construction of the work. The costs of visiting the site shall be at the Tenderer's own expense.

11) A) The tender for the work shall remain for acceptance for a period **6(Six) months** from the last date of submission of the tender.

B) If any tenderer withdraws his tender within the validity period then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money @50%.

C) In case the tenderer fails to commence the work specified in the tendering documents on 15th day or such time period as mentioned in letter of award after the date on which the Engineer-In-Charge issues written orders to commence the work, or from the date of handing over of the site, whichever is later, the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.

12. (i) The tenderer should quote entire rates in words including paise to avoid chances of tempering in rates.

(ii) That if on checks there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure shall be followed:

(iii) When there is a difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the tenderer, shall be taken as correct.

(iv) When the amount of an item is not worked out by the tenderer or it does not correspond with the rates writing either in figures or in words, then the rate quoted by the tenderer in words shall be taken as correct.

(v) When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly, the rates quoted by the tenderer shall be taken as correct and not the amount.

(vi) In the case of percentage rate tender, the tenderer are required to quote their rates both in amount as well as in the percentage below / above the rates entered in the schedule. In such cases in the event of arithmetical error committed in working out the amount by the tenderer , the tendered percentage and not the amount should be taken into account.

13. When tenderer's sign their tender in any Indian script or can only write their names in English, the amount of the tender or rate of percentage above or below offered by them should be written in the tenderer's own handwriting in Indian script and in the case of illiterate tenderer the amount of tenders should be attested by one of the witnesses.

14. Earnest money given by all tenderer's except the lowest and 2nd lowest tenderer should be refunded within a week from the date of receipt of tenders. Earnest money of the 2nd lowest tenderer will be refunded on finalization of the tender or expiry of the validity period whichever is earlier.

15. The security deposit will be collected by deductions from the running bills of the contractors at the rate mentioned below and the earnest money will be treated as part of security deposit. Performance security only for tenders with quoted rate less than the 15% of the estimated cost of work put to tender) may be accepted as Bank Guarantee of Scheduled Banks : -

A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the earnest money equal to amount of 10% of the tendered value of the work subject to following limit.

1. Tendered value upto Rs.100.00 lacs Security Deposit @ 10% subject to maximum of Rs.5.0 lacs.

2. Tendered value above Rs.100.00 lacs upto Rs.200.00 lacs Security Deposit @10% subject to maximum of Rs.15.0 lacs.

3. Tendered value above Rs.200.00 lacs Security Deposit @10% subject to maximum of Rs.25.0 lacs. In addition, the contractor shall be required to deposit an amount equal to maximum 5% of the tendered value of the contract as Performance Security (only for tenders with quoted rate less than the (-) 15% of the estimated cost of work put to tender) within the period prescribed for commencement of work in the letter of award issued to him as per condition given in the NIT.

Tenders up to 15% less than the estimated contract value of work, no additional security deposit is required. But for tenders less than 15% of the estimated Contract Value of work, the difference between the tendered amount and 85% of the estimated contract value, shall be paid by the successful tenderer at the time of concluding agreement as an additional security to fulfill the contract through a Bank Guarantee or Demand Draft on a Nationalized Bank / Scheduled bank in the prescribed format valid till completion of the work in all respects.

16. If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation it shall be signed by a

duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence.

17. The percentage/ rate quoted by the contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll taxes of Central and State Governments, local bodies and authorities that the contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

18. Other details can be seen in the tendering documents.

(SIGNATURE)

Designation :-

Sd/-
Executive Engineer
R.D. Agartala Division
Gurkhabasti, Agartala.

SECTION – II

INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS.

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INSTRUCTIONS TO TENDERERS

A – GENERAL

Name of work: Repairing of water pipeline including installation of 2HP Submersible pump set at DDRC Office complex, Shyamali Bazar,Agartala, West Tripura.

1.1 **The Executive Engineer, R.D Agartala Division, R.D Department, Gurkhabasti, Agartala, West Tripura, Tripura** invites tender for the above work during the period, for which dates and time specified in the NIT and will be opened by **the Executive Engineer, R.D Agartala Division, R.D Department, Gurkhabasti, Agartala, West Tripura, Tripura** or his nominee at his office on the date and time mentioned in the NIT.

1.2 The tenders should be in the prescribed form invited by **the Executive Engineer, R.D. Agartala Division, Gurkhabasti, Agartala, West Tripura, Tripura.**

1.3 The dates stipulated in the tender notice are firm and under any circumstances, they will not be relaxed unless officially extended.

1.4 The Tender opening Authority will not consider any tender received after expiry of date and time fixed (As specified in NIT) for receipt of tenders.

1.5 Tenderers shall furnish declaration that they have not been blacklisted in any department in Tripura. Any wrong declaration in this regard which comes to notice at a later date will disqualify them and the tenders so received will be rejected.

1.6 The successful tenderer is expected to complete the work within the time period specified in the NIT.

2. Firms Eligible to Tender:

2.1 The Firms who

i) Possess the valid registration in the class and category mentioned in the NIT and satisfy all the conditions therein.

ii) Are not blacklisted or debarred or suspended by the Government for What ever the reason, prohibiting them not to continue in the contracting business

iii) Have complied with the eligibility criteria specified in the NIT are the eligible tenderers.

2.2 **Firms Ineligible to Tender:**

i) A retired officer of the Govt. of Tripura or Govt. of India executing works is disqualified from tendering for a period of two years from the date of retirement without the prior permission of the Government.

ii) The Tenderer who has employed any retired officer as mentioned above shall be considered as an ineligible tenderer.

iii) The contractor himself or any of his employees is found to be Gazetted Officer who retired from Government Service and had not obtained permission from the Government for accepting the contractor's employment within a period of 2 years from the date of his retirement.

iv) The Contractor or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.

v) Contractor shall not be eligible to tender for works in the Division / Circle where any of his near relatives are employed in the rank of Assistant Engineer and above on the Engineering side and Divisional Accounts Officer and above on the Administrative side. The Contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazetted /Non-Gazetted, State Government Employees related to him. Failure to furnish such information tenderer is liable to be removed from the list of approved contractors and his contract is liable for cancellation.

Note: Near relatives include

1. Sons, step sons, daughters, and step daughters.
2. Son-in-law, and daughter-in-law.
3. Brother-in-law, and sister-in-law.
4. Brothers and sisters.
5. Father and mother.
6. Wife and Husbant.
7. Father-in-law and Mother- in- law.
8. Nephews, nieces, uncle and aunties.
9. Cousins and
10. Any person residing with or dependent on the contractor.

3. Qualification data of the Tenderers

3.1 The tenderer shall furnish the following particulars in the formats.

a) Attested copies of documents relating to the Registration of the firm/Registration as Civil Contractor/Partnership deed, Articles of Association, Professional Tax clearance certificate, GST Registration certificate, valid license regarding engagement of workers in the contract works from Labour Department, Government of Tripura, etc.

Note: The Partnership firms, which are registered as Contractors shall intimate the change in partnership deed, if any, within one month of such change. Failure to notify the change to the registration authority in time will entail the

firms to forfeit their registration and their tender will be rejected. The intimation of change of partners if any and the acceptance by the Registration authority may be enclosed.

b) ~~Availability of key personnel for administration / site manager required for the work (Statement -I)~~;

c) Information regarding any litigation, with Government during the last 5(five) years, in which the Tenderer is involved in (Statement-II)

3.2 Tenders from Joint Ventures are not acceptable unless specifically stated otherwise.

3.3 **QUALIFICATION CRITERIA.**

A) Each tenderer should further demonstrate.

a) Availability of major quality control equipment
The major quality control equipment (Concrete Mixer, Needle Vibrator, Hydraulic Excavator, Tipper etc.) to attain the completion of works in accordance with the requirement of the progress of work. (either owned or leased or to be procured as and when required for this work.).

b) Availability of the Key personnel
i. Graduate Engineer (for work costing above Rs.3.00 crores) ...1(one) No.
ii. Diploma Holders (for work costing Rs.1.00 crore to Rs.3.00 crores) ...1(one) No.

3.4 Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted if they have.

- ✓ Furnished false / fabricated particulars in the forms, statements and / annexures submitted in proof of the qualification requirements and/or
- ✓ Not turned up for entering into agreement, when called upon.
- ✓ Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
- ✓ Participated in the previous tendering for the same work and had quoted unreasonably high tender percentage and
- ✓ Even while execution of the work, if found that the work was awarded to the Contractor based on false / fake certificates of experience, the Contractor will be blacklisted and necessary action will be taken as per rules.

3.5 For tenders up to 15% less than the estimated contract value of work, no additional security deposit is required. But for tenders less than 15% of the estimated Contract Value of work, the difference between the tendered amount and 85% of the estimated contract value, shall be paid by the successful tenderer at the time of concluding agreement as an additional security to fulfill the contract through a Bank Guarantee or Demand Draft on a Nationalized Bank / Scheduled bank in the prescribed format valid till completion of the work in all respects.

a) If the percentage quoted by a tenderer is found to be either abnormally high or it is found that unethical practices is adopted at the time of tendering process, such tenders shall be rejected.

b) A tenderer submitting a Tender which the tender accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tenderer overall percentage should be based on the controlled prices for the materials, if any, fixed by the Government or the reasonable prices permissible for the tenderer to charge a private purchaser under the provisions of clause-6 of the hoarding and profiteering prevention ordinance of 1943 as amended from time to time and on similar principle in regard to labour supervision on the construction.

4. One Tender per Tenderer:

4.1 Each Tenderer shall submit only one Tender for the work. A tenderer who submits more than one tender will cause disqualification of all the tenders submitted by the tenderer.

5. Cost of Tendering

5.1 The tenderer shall bear all costs associated with the preparation and submission of his Tender and the tender inviting authority will in no case be responsible and liable for those costs.

6. Site Visit.

6.1 The Tenderer, at the tenderer's own responsibility and risk is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the tender for entering into a contract, for construction of the work. The costs of visiting the site shall be at the tenderer's own expense.

B. TENDER DOCUMENT

7. Contents of Tender document.

7.1 One set of Tender document, comprises of the following:

1) Notice Inviting Tenders (NIT).
2) Instruction to Tenderers.
3) Forms of Tender and qualification data of the tenderer.
4) Conditions of Contract.
5) Specifications.
6) Drawings.
7) Forms of Securities, i.e. EMD, Additional Security etc.
8) Bill of Quantities.

8. Clarification on Tender Documents

8.1 A prospective Tenderer requiring any clarification on Tender documents may contact the Tender Inviting Officer at the address indicated in the NIT. The Tender Inviting Officer will also respond to any request for clarification, received through post.

9. Amendment to Tender Documents

9.1 Before the last date for submission of Tenders, the Tender Inviting Officer may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum.

9.2 Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document and it shall either be communicated in writing to all the purchasers of the Tender documents or notified in the News Papers in which NIT was published.

9.3 To give prospective Tenderers reasonable time to take an addendum into account in preparing their tenders, the Tender Inviting Officer may extend if necessary, the last date for submission of tenders.

C. PREPARATION OF TENDERS.

10. Language of the Tender.

10.1 All documents relating to the tender shall be in the English Language only.

11. Documents comprising of the Tender.

11.1 The tender comprise the following.

(a) Drawings.
(b) Qualification data of the tenderers.
(c) Bill of quantities (Schedule –A) and the tender offer.

12. Tender Offer:

12.1 Bill of Quantities called Schedule "A" and the tender offer accompanies the tender document as Volume-II. It shall be explicitly understood that the Tender Inviting Officer does not accept any responsibility for the correctness or completeness of this schedule 'A' and this schedule 'A' is liable to alterations by omissions, deductions or additions at the discretion of the Executive/Superintending Engineer or as set forth in the conditions of the contract. The Schedule "A" shall contain the items of work indicated as part– I. The percentage quoted by the contractor shall be applicable only to part –I. The tenderers will have to state clearly their willingness to execute the work at certain specific percentage of excess or less or at par of the ECV indicated in Part-I at the space provided therein in Schedule 'A'. The tenderer should however quote his lump sum tender based on this schedule of quantities. He should quote his offer as a overall tender percentage. The over all tender percentage should be written both in words and figures. The tender offers i.e., percentage shall be written both in figures and words legibly and free from errors.

12.2 The Schedule –A contains not only the quantities but also the rates worked out by the Department and the amount for each item and total value of the estimated contract. The tenderer should workout his own rates keeping in view the work, site conditions and quote his overall tender percentage with which he intends to execute the work.

12.3 The tender offer shall be for the whole work and not for individual items / part of the work.

12.4 All duties, taxes, and other levies payable by the contractor as per State / Central Government rules or value added tax (VAT) shall be included in the tender percentage/ rate quoted by the tenderer.

12.5 The tendered contract amount as computed based on overall tender percentage is subject to variation during the performance of the Contract in accordance with variation in quantities etc.

13. Validity of Tenders:

13.1 Tenders shall remain valid for a period of not less than **6 (six) months** from the last date for receipt of Tender specified in NIT.

13.2 During the above-mentioned period, no plea by the tenderer for any sort of modification of the tender based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.

13.3 In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Officer may request the tenderers to extend the period of validity for a specified additional period. Such request to the Tenderers shall be made in writing. A Tenderer may refuse the request without forfeiting his E.M.D. A Tenderer agreeing to the request will not be permitted to modify his Tender, but will be required to extend the validity of his E.M.D. for a period of the extension.

14. Earnest Money Deposit

14.1 The Tenderer shall furnish, Earnest Money Deposit equivalent to 1.00% of ECV along with the tender. (As specified in NIT)
This earnest money deposit (EMD) can be in the form of :
a) A DD on any scheduled bank / Nationalized bank.
b) Deposit at call on any scheduled bank / Nationalized bank.

14.2 Demand Drafts furnished towards EMD along with tender shall be valid for a period of **6 (six) months** from the last date of receipt of tender or more.

14.3 Earnest money given by all tenderers except the lowest and 2nd lowest tenderer should be refunded within a week from the date of receipt of tenders . Earnest money of the 2nd lowest tenderer will be refunded on finalization of the tender or expiry of the validity period whichever is earlier.

14.4 The earnest money deposited by the successful tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender.

14.5 The E.M.D. shall be forfeited.
(a) In 50% if the Tenderer withdraws the Tender during the validity period of Tender.
(b) In full, In case the contractor fails to commence the work specified in the tender documents on 15th day or such time period as mentioned in letter of award after the date on which the Engineer-In-Charge issues written orders to commence the work, or from the date of handing over of the site, whichever is later.

15. Alteration

15.1 No alteration which is made by the tenderer in the contract form, the conditions of the contract, the drawings, specifications or statements / formats or quantities accompanying the same will be recognized; and, if any such alterations are made the tender will be void.

D. SUBMISSION OF TENDERS.

16 Submission of Tenders:

16.1 The Tenderers who are desirous of participating shall submit their tender in the Standard formats prescribed in the Tender documents. The tenderers shall sign on all the statements, documents, certificates owning responsibility for their correctness / authenticity.
The tenders with the attested copies of certificates, documents, (except the tender / offer) are to be submitted by the tenderer to the Concerned Executive/ Superintending Engineer. Failure to furnish any of the documents, certificates along with the tender will entail rejection of the tender. Similarly, if any of the certificates, documents, etc., furnished by the tenderer is found to be false / fabricated / bogus, the tenderer will be blacklisted and the EMD forfeited.

16.2 The following certificates, documents etc., are to be produced along with the tender.

a) Attested copies of documents relating to the Registration of the firm, Registration as Civil Contractor, Partnership deed, Articles of Association under appropriate class.
b) Professional Tax clearance certificate, GST Registration certificate, valid license regarding engagement of workers in the contract works from Labour Department, Government of Tripura, etc.
c) The availability of Key personnel in Statement-I.
d) The information and litigation history in Statement-II.

16.3 Any other condition regarding receipt of tenders in conventional method appearing in Tender document may be treated as Non-applicable.

17 Last date / time for Submission of the Tenders.

17.1Tenders must be submitted not later than the date and time specified in NIT.

17.2 The Executive Engineer may extend the dates for issue and receipt of Tenders by issuing an amendment in which case all rights and obligations of the Executive Engineer and the tenderers will remain same as previously.

18 Late Tenders.

18.1Tenders will not be received after the last date / time prescribed in NIT.

E. TENDER OPENING AND EVALUATION

19 Tender opening

19.1 The tender will be opened by the concerned Executive Engineer at the time and date as specified in the tender documents. All the Statements, documents, certificates, Demand Draft / Bank Guarantee etc.,be submitted by the Tenders will be verified during opening of the tenderer.

The tenderers or their authorized representatives can be present at the time of opening of the tenders. Either the tenderer himself or one of his representative with proper authorization only will be allowed at the time of tender opening. If any of the tenderer is not present at the time of opening of tenders, the tender opening authority will, on opening the tender of the absentee tenderer, reads out and record the deficiencies if any, which shall be binding on the tenderer.

19.2 Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence Conditions the Tender accepting authority shall communicate the same which will be binding both on the tender Opening authority and the Tenderer. In case of any ambiguity, the decision taken by the Tender Accepting Authority on tenders shall be final.

20 Evaluation and Comparison of tender rate

20.1 The Executive/ Superintending Engineer will evaluate and compare the tender rates of all the qualified Tenderers.

20.2 **NO NEGOTIATION WILL BE CONDUCTED WITH THE LOWEST BIDDER.**

21 Discrepancy in Tender percentage quoted.

21.1 In case of any discrepancy between the overall tender percentage quoted in words and figures, the lowest percentage quoted shall prevail.

22 Process to be Confidential.

22.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced by the tender accepting authority. Any effort by a Tenderer to influence the processing of Tenders or award decisions may result in the rejection of his Tender.

22.2 No Tenderer shall contact the Superintending Engineer or any authority concerned with finalization of tenders on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Superintending Engineer, it should do so in writing.

22.3 Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements of previous works executed by the lowest tenderer may be called for.

F. AWARD OF CONTRACT

23 Award Criteria

23.1 The Executive/ Superintending Engineer / Chief Engineer will award or recommend to the Competent tender accepting authority for award of the contract to the Tenderer who is found Technically qualified as per the Tender conditions and whose offer rate is lowest.

23.2 The tender accepting authority reserves the right to accept or reject any Tender or all tenders and to cancel the Tendering process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the reasons for such action.

24 Notification of Award and Signing of Agreement.

24.1 The Tenderer whose Tender has been accepted will be notified of the award of the work by the Executive/ Superintending Engineer, prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") will indicate the sum that the Government will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Amount").

24.2 When a tender is to be accepted the concerned tenderer shall attend the office of the Executive/ Superintending Engineer concerned on the date fixed in the Letter of acceptance. Upon intimation being given by the Superintending Engineer/ Executive Engineer of acceptance of his tender, the tenderers shall make payment of the additional security deposit wherever needed by way of Demand Draft or Deposit at call obtained from a Nationalized / Scheduled Bank with required validity period and sign an agreement in the form prescribed by the department for the due fulfillment of the contract. Failure to attend the Executive/ Superintending Engineer's

office on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money deposited. The written agreement to be entered into between the contractor and the Government shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contract on behalf of the Government.

CONTRACTOR **EXECUTIVE ENGINEER**

24.3 The successful tenderer has to sign an agreement within a period of 15 days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

25 Corrupt or Fraudulent Practices

25.1 The Government require that the tenderers / suppliers / contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government

(a) Define for the purposes of the provision, the terms set forth below as follows:

(i) "Corrupt practices" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a Government official in procurement process or in contract execution: and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish in Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government Contract.

(d) Further more, Tenderers shall be aware of the provisions stated in the General Conditions of Contract.

SECTION - III

FORMS OF TENDER

QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

Annexure –I

CHECKLIST TO ACOMPANY THE TENDER

SL. No.	Description	Submitted	Page No. (see Note below)
1	2	3	4
1.	Attested copies of documents relating to the Registration of the firm, Registration as Civil Contractor, Partnership deed, Articles of Association,	Yes / No	
2.	Attested copies of Professional Tax clearance certificate, GST Registration certificate, valid license regarding engagement of workers in the contract works from Labour Department, Government of Tripura, etc.	Yes / No	
3.	~~Availability of Key personnel in Statement-I.~~	Yes / No	NA
4.	Litigation history in Statement –II.	Yes / No	
5.	List of certificates enclosed	Yes / No	

Notes:-

1) All the statements copies of the certificates, documents etc., shall be given page numbers on the right corner of each certificate, which will be indicated in column (4) against each item. The statements furnished shall be in the formats appended to the tender document.
2) The information shall be filled-in by the Tenderer in the checklist and statements I to II, for the purposes of verification as well as evaluation of the tenderer's compliance to the qualification criteria as provided in the Tender document. Hard copies of only the Certificates, as per check-list shall be submitted by the tenderer before the date and time of tender opening.

DECLARATION

I / we ..... have gone through carefully all the Tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or termination of contract or any other action deemed fit, taken by, the Department against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I / we hereby declare that, I / We have not been blacklisted / debarred / Suspended / demoted in any department in Tripura or in any State of India due to any reasons.

Signature of the Tenderer

STATEMENT – I

Availability of Key Personnel

Qualification and experience of Key Personnel proposed to be deployed for execution of the Contract.

Sl. No	Name	Designation	Qualification	Total Experience	Working with the Tenderer since.
1	2	3	4	5	6

Signature of the Tenderer

STATEMENT – II

Information on litigation history in which Tenderer is the Petitioner.

Sl. No	Case No. / Year	Court where filed.	Subject Matter / Prayer in the case.	Respondents i.e., SE / CE	Present Stage.
1	2	3	4	5	6

Signature of the Tenderer

CONTRACTOR **EXECUTIVE ENGINEER**

SECTION- IV

CONDITIONS OF CONTRACT

TENDER

Date: ……

To
The Executive Engineer,
R.D Agartala Division
Gurkhabasti, Agartala
West Tripura District, Tripura.

Sir,

I / We do hereby tender and if this tender be accepted, under take to execute the following work viz. **Repairing of water pipeline including installation of 2HP Submersible pump set at DDRC Office complex, Shyamali Bazar,Agartala, West Tripura.**

As shown in the drawings and described in the specifications deposited in the office of **the Executive Engineer, R.D Agartala Division, Gurkhabasti, Agartala, West Tripura District, Tripura.** with such variations by way of alterations or additions to, and omissions from the said works and method of payment as provided for in the "conditions of the contract" for the sum of Rupees……* ……
To Be Filled In During Signing Of Agreement)…… or such other sum as may be arrived under the clause of the standard preliminary specifications relating to "Payment on lump-sum basis or by final measurement at unit rates"

I/WE have also quoted percentage excess or less on E.C.V., in Schedule 'A' Part-I, annexed (in words and figures) for which I/We agree to execute the work when the lump sum payment under the terms of the agreement is varied by payment on measurement quantities.

I/WE have quoted Percentage excess or less on E.C.V., in Schedule 'A' Part – I both in words & figures. In case of any discrepancy between the Percentage excess or less on E.C.V., in words and figures, the lowest rates quoted only shall prevail.

I/WE agreed to keep the offer in this tender valid a period of **6(six) months** mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited to Government.

I/WE hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and the preliminary specifications and that I/We have made such examination of the contract documents and the plans, specifications and quantities and of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the Government based upon or arising out of any alleged misunderstanding or misconception /or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.

I/WE enclosed to my/our application for tender a crossed demand draft/Deposit at call (No……..dated:……..) for Rs…… (Rupees……)as earnest money not to bear interest.

I/WE shall not assign the contractor or sublet any portion of the same.

IF MY/OUR tender is not accepted the sum shall be returned to me/us on application when intimation is sent to me/us of rejection or at the expiration of **6(six) months** from last date of receipt of this tender, whichever is earlier. If my/our tender is accepted the earnest money shall be retained by the Government as security for the due fulfillment of this contract. If upon written intimation to me/us by the Superintending / Executive Engineer's Office, I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us by the Superintending /Executive Engineer or acceptance of my/our tender, and if I/We fail to make the additional security deposit or to enter into the required agreement as defined in condition-3 of the tender notice, then I/We agree the forfeiture of the earnest money. Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us hereunder shall be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by post to (registered or ordinary) or left at my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time wherein due course of post it would be delivered at the address to which it is sent.

I/WE fully understand that the written agreement to be entered into between me/us and Government shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of Government.

CONTRACTOR **EXECUTIVE ENGINEER**

I AM/WE ARE professionally qualified and my/our qualifications are given below:

Name	Qualifications

I/WE will employ the following technical staff for supervising the work and will see that one of them is always at site during working hours, personally checking all items of works and paint extra attention to such works as required special attention (e.g.) Reinforced concrete work.

Name of members of technical staff proposed to be employed	Qualification.

I / WE declare that I/WE agree to recover the salaries of the technical staff actually engaged on the work by the department, from the work bills, if I/We fail to employ technical staff as per the tender condition.

TENDERERS/CONTRACTOR'S CERTIFICATE.

(1) I/WE hereby declare that I/We have perused in detail and examined closely the Standard Specifications of Government of Tripura, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I/We tender, before I/We submit such tender and agree to be bound and comply with all such specifications for this agreement.

(2) I/WE certify that I/We have inspected the site of the work before quoting my Percentage excess or less on ECV, I /We have satisfied about the quality, availability and transport facilities for stones, sand and other materials.

(3) I/WE am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.

(4) I/WE hereby declare that I/We will pay an additional security deposit in terms of conditions, the difference between 85% of ECV and my/ our tender amount, in case if my / our offer is less than (-)15%.

(5) I/WE hereby declare that I/We will not claim any price escalation if the estimated cost for the work is less than Rs. 1.00 Crore & time for completion is less than or equal to **24(twenty four) months.**

(6) a) I/WE declare that I/WE will procure all the required construction materials (except stipulated materials) including earth and use for the work after approval of the Engineer-in-Charge. The responsibility for arranging and obtaining the land for borrowing or exploitation in any other way shall rest with me/us for the materials for construction, I/WE shall ensure smooth and un-interrupted supply of materials.

b) I/WE declare that the responsibility for arranging and obtaining the land for disposal of spoil/soil not useful for construction purposes shall rest with me/us.

c) I/WE declare that I/WE shall not claim any compensation or any payment for the land so arranged for disposal of soil and the land for borrow area. My/our quoted percentage excess or less ECV., are inclusive of the land so arranged and I/We will hand over the land so arranged for disposal of soil to; the department after completion of work.

d) I/WE declare that I/WE will not claim any extra amount towards any material used for the work other than the quoted works for respective schedule 'A' items.

(7) I/WE declare that I/WE will execute the work as per the mile stone programme, and if I/WE fail to complete the work as per the mile stone programme I abide by the condition to recover liquidated damages as per the tender conditions.

(8) I/WE declare that I/WE will abide for settlement of disputes as per the tender conditions.

CONTRACTOR **EXECUTIVE ENGINEER**

DECLARATION OF THE TENDERER.

1) I/WE have not been black listed in any department in Tripura due to any reasons.

2) I/WE have not been demoted to the next lower category for not filing the tenders after buying the tender schedules in a whole year and my/our registration has not been cancelled for a similar default in two consecutive years.

3) I/WE agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our tender.

Address of the Tenderer :

Phone No: **Mobile No:**

Fax No.:
CONTRACTOR.

Note: If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence.

SIGNATURE OF THE CONTRACTOR

CONTRACTOR **EXECUTIVE ENGINEER**

CONDITIONS OF CONTRACT
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CONDITIONS OF CONTRACT

A. GENERAL

1. Interpretation:

1.1 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice-versa. Headings have no significance. Works have their normal meaning under the language of the contract unless specifically defined. The Engineers-In-Charge will provide instructions clarifying queries about the conditions of Contract.

1.2 The documents forming the Contract shall be interpreted in the following order of priority:

1) Agreement
2) Letter of Acceptance, notice to proceed with the works
3) Contractor's Tender.
4) Conditions of contract
5) Specifications
6) Drawings
7) Bill of quantities.
8) Any other document listed as forming part of the Contract.

2. Engineer-In-Charge's Decisions:

2.1 Except where otherwise specifically stated, the Engineer-in-charge will decide the contractual matters between the Department and the Contractor in the role representing the Department.

3. Delegation:

3.1 The Engineer-In-Charge may delegate any of his duties and responsibilities to other officers and may cancel any delegation by an official order issued.

4. Communications:

4.1 Communications between parties, which are referred to in the conditions, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act)

5. Other Contractors:

5.1 The Contractor shall cooperate and share the Site with other contractors, Public authorities, utilities, and the Department. The Contractor shall also provide facilities and services for them as directed by the Engineer-In-charge.

6. Personnel:

6.1 The Contractor shall employ the required Key Personnel named in the Schedule of Key Personnel to carry out the functions stated in the Schedule or other personnel approved by the Engineer-In-Charge. The Engineer-In-charge will approve any proposed replacement of Key Personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

6.2 Failure to employ the required technical personnel by the contractor the following amounts will be recovered from the contractor over and above the provision made in part two of schedule-A from the contractors bills.

6.3 The technical personnel should be on full time and available at site whenever required by Engineer-In-Charge to take instructions.

6.4 The names of the technical personnel to be employed by the contractor should be furnished in the statement enclosed separately.

6.5 In case the contractor is already having more than one work on hand and has undertaken more than one work at the same time, he should employ separate technical personnel on each work.

6.6 If the contractor fails to employ technical personnel the work will be suspended or department will engage a technical personnel and recover the cost thereof from the contractor.

6.7 If the Engineer-In-charge asks the Contractor to remove a person who is a member of Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the site forthwith and has no further connection with the work in the contract.

7. Contractor's Risks:

7.1 All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the contract are the responsibility of the Contractor.

8. Insurance:

8.1 The Contractor shall provide, in the joint names of the Department and the contractor, insurance cover from the Start Date to the end of the Defects Liability Period i.e., **12(twelve) months** after completion for the following events which are due to the Contractor's risks.

a) Loss of or damage to the Works, Plant and Materials;
b) Loss of or damage to the Equipment;
c) Loss of or damage of property in connection with the Contract; and
d) Personal injury or death of persons employed for construction.

8.2 Policies and certificates of insurance shall be delivered by the Contractor to the Engineer-in-charge at the time of concluding Agreement. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred.

i) The contractor shall furnish insurance policy inforce in accordance with proposal furnished in the Tender and approved by the Department for concluding the agreement.
ii) The contractor shall also pay regularly the subsequent insurance premium and produce necessary receipt to the Engineer-in-Charge, well in advance.
iii) In case of failure to act in the above said manner the department will pay the premium and the same will be recovered from the Contractors payments.

8.3 Alterations to the terms of insurance shall not be made without the approval of the Engineer-in-Charge.

9. Site Inspections:

9.1 The contractor should inspect the site and also proposed quarries of choice for materials source of water and quote his percentage including quarrying, conveyance and all other charges etc.

9.2 The responsibility for arranging the land for borrow area rests with the Contractor and no separate payment will be made for procurement or otherwise. The contractor's quoted percentage will be inclusive of land cost.

10. Contractor to Construct the Works:

10.1 The Contractor shall construct and Commission the Work in accordance with the specifications and Drawings.

11. Diversion of streams / Drains.

11.1 The contractor shall at all times carry out construction of cross drainage works in a manner creating least interference to the natural flow of water while consistent with the satisfactory execution of work. A temporary diversion shall be formed by the contractor at his cost where necessary. No extra payment shall be made for this work.

11.2 No separate payment for bailing out sub-soils, water drainage or locked up rain water for diversion, shoring, foundations, bailing of pumping water either from excavation of soils from foundations or such other incidental will be paid. The percentage to be quoted by the contractor are for the finished item of work in situ and including all the incidental charges. The borrow pits are also to be de-watered by the contractor himself at his expense, if that should be found necessary.

11.3 The work of diversion arrangements should be carefully planned and prepared by the contractor and forwarded to the Executive Engineer technically substantiating the proposals and approval of the Executive Engineer obtained for execution.

11.4 The contractor has to arrange for bailing out water, protection to the work in progress and the portion of works already completed and safety measures for men and materials and all necessary arrangements to complete the work.

11.5 All the arrangements so required should be carried out and maintained at the cost of the contractor and no separate or additional payments is admissible.

11.6 Coffer Dams.

Necessary cofferdams and ring bunds have to be constructed at the cost of contractor and same are to be removed after the completion of the work. The contractor has to quote his percentage keeping the above in view.

12. Power Supply.

12.1 The contractor shall make his own arrangements for obtaining power from the Electricity department at his own cost. The contractor will pay the bills of Electricity Department for the cost of power consumed by him.

12.2 The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under Rule-45(I) of the Indian Electricity Rules, 1956 as amended from time to time and other pertinent rules.

12.3 The power shall be used for bonafide Departmental work only.

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13. Temporary Diversions (Works on roads)

13.1 The contractor shall at all times carryout work on the roads in a manner creating least interference to the flow of traffic while consistent with the satisfactory execution of the same. For all works involving improvements to the existing roads, the contractor shall in accordance with the directions of the Engineer-In-charge provide and maintain during the execution of the work a passage for traffic, either along a part of the existing carriage way under improvement or along a temporary diversion constructed close to the roads.

13.2 If in the opinion of the Engineer-in-Charge, it is not possible to pass the traffic on part width of the carriage-way for any reason, a temporary diversion close to the road shall be constructed as directed. It shall be paved with the materials such as hard moorum, gravel and stone, metal to the specified thickness as directed by the Engineer-In-Charge. In all cases, the alignment, gradients and surface type of the diversion including its junctions, shall be approved by the Engineer-In-charge before the highway is closed to traffic.

13.3 The contractor shall take all necessary measures for the safety of traffic during construction and provide erect and maintain such barricades, including signs, markings, flags lights and information and protection of traffic approaching or passing through the section of the highway under improvement. Before taking up any construction, an agreed phased programme for the diversion of traffic on the highway shall be drawn up in consultation with the Engineer-In-charge.

13.4 The barricades erected on either side of the carriage way portion of the carriage way closed to traffic, shall be of strong design to resist violation and painted with alternative black and white stripe. Warnings lights shall be mounted on the barricades at night and kept lit throughout from sunset to sunrise.

14. Ramps:

Ramps required during execution may be formed wherever necessary and same are to be removed after completion of the work. No separate payment will be made for this purpose.

15. Monsoon Damages:

Damages due to rain or flood either in cutting or in banks shall have to be made good by the contractor till the work is handed over to the Department. The responsibility of de-silting and making good the damages due to rain or flood rests with the contractor. No extra payment is payable for such operations and the contractor shall therefore, have to take all necessary precautions to protect the work done during the construction period.

16. The works to be Completed by the Intended Completion Date:

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer-In-Charge, and complete the work by the Intended Completion Date.

17. Safety:

17.1 The Contractor shall be responsible for the safety of all activities on the Site.

18. Discoveries:

18.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Government. The Contractor is to notify the Engineer-In-charge of such discoveries and carry out the Engineer-In-Charge's instructions for dealing with them.

19. Possession of the Site.

19.1 The Department shall give possession of the site to the Contractor. If possession of a part site is given, the Department will ensure that the part site so handed over is amenable to carryout the work at site by the Contractor.

20. Access to the Site:

20.1 The Contractor shall provide the Engineer-In-Charge and any person authorized by the Engineer-In-Charge, access to the site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

21. Instructions:

21.1 The Contractor shall carry out all instructions of the Engineer-In-charge and comply with all the applicable local laws where the Site is located.

22. Settlement of disputes:

22.1 If any dispute or difference of any kind whatsoever arises between the department and the Contractor in connection with, or arising out of the Contract at stage, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall in the first place, be referred to and settled by the Engineer-in-charge who shall, within a period of twenty days after being requested by the

Contractor to do so, give written notice of his decision to the Contractor. Upon receipt of the written notice of the decision of the Engineer-In-Charge the Contractor shall promptly proceed without delay to comply with such notice of decision.

22.2 If the Engineer-In-Charge fails to give notice of his decision in writing within a period of twenty days after being requested or if the Contractor is dissatisfied with the notice of the decision of the Engineer-In-Charge, the Contractor may within fifteen days after receiving the notice of decision appeal to the concerned Superintending Engineer of Department who shall after affording opportunity of being heard shall give notice of his decision within a period of thirty days. After Superintending Engineer has given written notice of his decision to the Contractor and no claim to arbitration, has been communicated to him by the Contractor within a period of fifteen days from receipt of such notice the said decision shall remain final and binding on both side. If the Superintending Engineer fails to give notice of his decision, as aforesaid within a period of thirty days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the contractor within thirty days after the expiration of the first named period of thirty days as the case may be, require that the matter or matters in dispute be referred to arbitration as detailed below:-

SETTLEMENT OF CLAIMS:

All disputes or difference arising of or relating to the Contract shall be referred for the adjudication as follows:

a) Claims up to a value of Rupees 50,000/-
   - Superintending Engineer of another circle in the same department.

b) Claims above Rs.50,000/-
   - Another Chief Engineer or Arbitrator appointed by the Chief Engineer of the same department.

The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof.

The arbitrator shall state his reasons in passing the award.

A reference for adjudication under this clauses shall be made by the contractor within **6(six) months** from the date of intimating the contractor of the preparation of final bill or his having accepted payment which ever is earlier. Only contracts executed in Tripura shall have jurisdiction for any suit arising out of this contract. More particularly no suit shall be instituted or entertained in any court outside the state arising out of contract.

B. TIME FOR COMPLETION

23. Program:

23.1 The total period of completion is **6 (Six) months** from the date of entering with agreement to proceed including rainy season. Keeping in view, the schedule for handing over of site, the work should be programmed such as to achieve the mile-stones as in "Rate of progress statement" enclosed.

23.2 The attention of the tenderer is directed to the contract requirement at the time of beginning of the work, the rate of progress and the dates for the whole work and its several parts as per milestones. The following rate of progress and proportionate value of work done from time to time as will be indicated by the Executive Engineer's Certificate for the value of work done and completion of mile-stones will be required. Date of commencement of their programme will be the date for concluding agreement.

23.3 After signing the agreement, the contractor shall forthwith begin the work, shall regularly and continuously proceed with them.

23.4 Rate of progress :
   i) Work programme of achieving the milestones (Statement).
   ii) Site Schedule of program of handing over Site to the Contractor. (Statement).

23.5 The contractor shall commence the works on site within the period specified under condition after the receipt by him of a written order to this effect from the Executive/ Superintending Engineer and shall proceed with the same with due expedition and
without delay, except as may be expressly sanctioned or ordered by the Executive/ Superintending Engineer, or be wholly beyond the contractor's control.

23.6 Same in so far as the contractor may prescribe, the extent of portions of the site of which the contractor is to be given possession from time to time and the order in which such portions shall be made available to him and, Subject to any requirement in the contract as to the order in which the works shall be executed, the Superintending Engineer will, with the Executive Engineer's written order to commence the works, give to the contractor possession of so much of the site as may be required to enable the contractor to commence proceed with the execution of the works in accordance with the programme if any, and otherwise in accordance with such reasonable proposals of the contractor as he shall by written notice to the Superintending Engineer, make and will from time to time as the works proceed, give to the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with the execution of the works with due dispatch in accordance with the said programme or proposals as the case maybe ; if the contractor suffers delay or incurs cost from failure on the part of the Superintending Engineer to give possession in accordance with the terms of this clause, the Superintending Engineer shall grant an extension of time for the completion of works.

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23.7 The contractor shall bear all costs and charges for special or temporary way leases required by him in connection with access to the site. The contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purposes of the work.

23.8 Subject to any requirement in the contract as to completion of any section of the works before completion of the whole of the works shall be completed in accordance with provisions of clauses in the Schedule within the time stated in the contract calculated from the last day of the period named in the statement to the tender as that within which the works are to be commenced or such extended time as may be allowed.

23.9 Delays and extension of time:

No claim for compensation on account of delays or hindrances to the work from any cause whatever shall lie, except as hereafter defined. Reasonable extension of time will be allowed by the Executive Engineer or by the office competent to sanction the extension, for unavoidable delays, such as may result from causes, which in the opinion of the Executive Engineer, are undoubtedly beyond the control of the contractor. The Executive Engineer shall assess the period of delay or hindrance caused by any written instructions issued by him, at twenty five per cent in excess or the actual working period so lost.

In the event of the Executive Engineer failing to issue necessary instructions and thereby causing delay and hindrance to the contractor, the latter shall have the right to claim an assessment of such delay by the Superintending Engineer of the Circle whose decision will be final and binding. The contractor shall lodge in writing with the Superintending Engineer a statement of claim for any delay or hindrance referred to above, within fourteen days from its commencement, otherwise no extension of time will be allowed.

Whenever authorized alterations or additions made during the progress of the work are of such a nature in the opinion of the Executive Engineer as to justify an extension of time in consequence thereof, such extension will be granted in writing by the Executive Engineer or other competent authority when ordering such alterations or additions.

24. Construction Programme:

24.1 The Contractor shall furnish within 1(one) month of the order of the work a programme showing the sequence in which he proposed to carry out the work, monthly progress expected to be achieved, also indicating date of procurement of materials plant and machinery. The schedule should be such that it is practicable to achieve completion of the whole work within the time limit fixed and in keeping with the Mile stone programme specified and shall obtain the approval of the Engineer-In-Charge. Further rate of the progress as in the program shall be kept up to date. In case it is subsequently found necessary to alter this program, the contractor shall submit sufficiently in advance the revised program incorporating necessary modifications and get the same approved by the Engineer-In-Charge. No revised program shall be operative with out approval of Engineer-In-Charge.

24.2 The Superintending Engineer shall have all times the right, without any way violating this contract, or forming grounds for any claim, to alter the order of progress of the works or any part thereof and the contractor shall after receiving such directions proceed in the order directed. The contractor shall also report the progress to the Superintending Engineer within 7 days of the Executive Engineer's direction to alter the order of progress of works.

24.3 The Contractor shall give written notice to the Engineer-In-Charge whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawings or order including a direction, instruction or approval is issued by the Engineer-In-Charge within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

25. Speed of Work:

25.1 The Contractor shall at all times maintain the progress of work to conform to the latest operative progress schedule approved by the Engineer-In-Charge. The contractor should furnish progress report indicating the programme and progress once in a month. The Engineer-In-Charge may at any time in writing direct the contractor to slow down any part or whole of the work for any reason (which shall not be questioned) whatsoever, and the contractor shall comply with such orders of the Engineer-In-Charge. The compliance of such orders shall not entitle the contractor to any claim of compensation. Such orders of the Engineer-In-Charge for slowing down the work will however be duly taken into account while granting extension of time if asked by the contractor for which no extra payment will be entertained.

25.2 Delays in Commencement or progress or neglect of work and forfeiture of earnest money, Security deposit and withheld amounts:

If, at any time, the Engineer-In-Charge shall be of the opinion that the Contractor is delaying Commencement of the work or violating any of the provisions of the Contractor is neglecting or delaying the progress of the work as defined by the tabular statement. "Rate of progress" in the Articles of Agreement", he shall so advise the Contractors in writing and at the same time demand compliance in accordance with conditions of Tender notice. If the Contractor neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time there after, be lawful for the Engineer-In-Charge to take suitable action in accordance with Clause of contract.

26. Suspension of works by the Contractor:

26.1 If the Contractor shall suspend the works, or sublet the work without sanction of the Engineer-In-Charge, or in the opinion of the Engineer-In-Charge shall neglect or fail to proceed with due diligence in the performance of his part of the Contract as laid down in the Schedule rate of progress, or if he shall continue to default or repeat such default in

the respects mentioned in relevant clause of contract , Engineer-In-Charge shall take action in accordance with Clause(s).

26.2 If the Contractor stops work for 28 days and the Stoppage has not been authorized by the Engineer-In-Charge the Contract will be terminated under relevant Clause.

26.3 If the Contractor has delayed the completion of works, the Contract will be terminate as per clause applicable to the contract.

27. Extension of the Intended Completion Date:

27.1 The Engineer-In-Charge shall extend or recommend for extension, in accordance with the Government orders inforce, the Intended Completion Date if a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

27.2 The Engineer-In-Charge shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Delays Ordered by the Engineer-In-Charge:

28.1 The Engineer-In-Charge may instruct the Contractor to delay the start or progress of any activity within the Work.

29. Early Warning:

29.1 The contractor is to warn the Engineer-In-Charge at the earliest opportunity of specific likely future events or circumstances that may adversely affect the Execution of Works.

29.2 The Contractor shall cooperate with the Engineer-In-Charge in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer-In-Charge.

C. QUALITY CONTROL

30. Identifying Defects:

30.1 The Engineer-In-Charge shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer-In-Charge may instruct the Contractor to verify the Defect and to uncover and test any work that the Engineer considers may be a Defect.

31. Tests:

31.1 If the Engineer-In-Charge instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the Contractor shall pay for the test and any samples.

32. Correction of Defects:

32.1 The Engineer-In-Charge shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins on Completion. The defects liability period shall be extended for as long as defects remain to be corrected by the Contractor.

32.2 Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer-In-Charge's notice.

33. Uncorrected Defects:

33.1 If the contractor has not corrected the defect within the time specified in the Engineer-In-Charge's notice, the Engineer-In-Charge will assess the cost of having the defect corrected and the contractor will pay this amount.

33.2 The Engineer-In-Charge may also introduce check lists which shall be kept in Bound registers by the construction supervision staff. The contractor may be required to fill up these lists in the first instance and shall be subsequently checked by the Construction / Quality Control Engineers.

34. Quality Control:

In addition to the normal inspection by the regular staff in charge of the Construction of work, the work will also be inspected by the Executive Engineer /Superintending Engineer or by Vigilance Cell Unit and any other authorized external Agency if any sub-standard work or excess payments are noticed with reference to measurement books etc., during inspection, action will be taken based on their observations and these will be effected by the Engineer-In-Charge of the execution of the work.

For all works costing more than Rs.1.00 Crore the Contractor shall submit quality plan and also show proof of owning quality lab or tie-up with an established quality lab.

D. COST CONTROL

35. Bill of Quantities:

35.1 The Bill Quantities shall contain items for the construction work to be done by the Contractor.

35.2 The Contractor is paid for the quantity of the work done at the estimate rate in the Bill of Quantities for each item plus or minus Tender percentage.

36. Changes in the Quantities:

36.1 The contractor is bound to execute all supplemental works that are found essential, incidental and inevitable during execution of main work.

36.2 The payment of rates for such supplemental items of work will be regulated as under;
Supplemental items directly deducible from similar items in the original agreement.

36.2.1 The rates shall be derived by adding to or subtracting from the agreement rate of such similar item the cost of the difference in the quantity of materials labour between the new items and similar items in the agreement worked out with reference to the Tripura Schedule of Rates or any other rate (s) adopted in the sanctioned estimate with which the tenders are accepted plus or minus over all tender percentage.

36.2.2 (a) Similar items but the rates of which cannot be directly deduced from the original agreement.
(b) Purely new items, which do not correspond to any item in the agreement.

36.2.3 The rates of all such items shall be Estimated Rates plus or minus overall Tender premium.

37. Extra Items:

37.1 Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by the Engineer-In-Charge. The rates for extra items shall be worked out by the Executive Engineer as per the conditions of the Contract and the same are binding on the Contractor.

37.2 The contractor shall before the 15th day of each month, submit in writing to the Executive Engineer a statement of extra items if any that they have executed during the preceding month failing which the contractor shall not be entitled to claim any.

37.3 Entrustment of additional items:

37.3.1 Where ever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor dispensing with tenders and if the value of such items exceeds the limits up to which the officer is empowered to entrust works initially to contractor without calling for tenders, approval of next higher authority shall be obtained. Entrustment of such items on nomination shall be at rates not exceeding the estimated rates.

37.3.2 Entrustment of the additional items contingent on the main work will be authorized by the officers up to the monetary limits up to which they themselves are competent to accept items in the original agreement so long as the total amounts up to which they are competent to accept in an original agreement rates for such items shall be worked out in accordance with the procedure (I) For all items of work in excess of the quantities shown in the Bill of Quantities of the Tenders, the rate payable for such items shall be estimate rates for the items (+) or (-) over all tender percentage accepted by the competent authority.

37.3.3 Entrustment of either the additional or the supplemental items shall be subject to the provisions of the agreement entered into by a Competent Authority after the tender is accepted. The Chief Engineer being the authority next higher to the Superintending Engineer, who entered into the agreement approves the rate for the items / variation in quantity in the current agreement. The items shall not be ordered by an officer on his own responsibility if the revised estimate or deviation statement providing for the same requires the sanction of higher authority.

Note: It may be noted that the term Estimate Rate used above means the rate in the sanctioned estimate with which the tenders are accepted, or if no such rates is available in the estimate, the rate derived will be with reference to the Standard Schedule of Rates adopted in the sanctioned estimate with which tenders are accepted.

38. Payment Certificates:

38.1 The Contractor shall submit to the Engineer-In-Charge monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

38.2 The Engineer-In-Charge shall check the Contractor's monthly statement within 14 days.

38.3 The value of work executed shall be determined by the Engineer-In-Charge.

38.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

38.5 The Engineer-In-charge may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

39. Payments:

39.1 Payment for the work done by the contractor will be made for the finished work based on the measurements recorded in measurement books by any officer of the department not lower in rank than a Junior Engineer and check measured by any officer not lower in rank than an Assistant Engineer. The measurement shall be recorded at various stages of the work done and after work is completed. The contractor shall be present at the time of recording of each set of measurement and their check measurement and accept them then and there so as to avoid disputes at a later stage. If the contractor is not available at the work spot at the time of recording measurements or check measurements the particulars of measurements shall be signed by the authorized agent of contractor based on which the contractor shall accept the set of measurements without any further dispute. If for any reason the contractor's authorized agent is also not available at site when the department decides to suspend the work recording of measurements in the absence of the contractor or his authorized representative the department shall not entertain any claim from the contractor for any loss incurred by him on this account. The Contractor shall however note that the Department cannot indefinitely wait for recording the measurement due to the absence of the Contractor and his authorized agent and check measure them even in the absence of the contractor.

39.2 The actual volume of stone and jhama brick aggregates shall be computed after deducting the percentages of void as specified in the respective specifications to be followed for the work, from the volume computed by stack measurements.

39.3 Payments and Certificates:

39.3.1 Payments shall be adjusted for recovery of advance payments, liquidated damages in terms of tender conditions and security deposit for the due fulfillment of the contract. Payment will be made to the Contractor under the certificate to be issued at reasonably frequent intervals by the Engineer-In-Charge, and intermediate payment will be the sum equal to 90 % of the value of work done as so certified and balance of 10 % will be withheld and retained as security for the due fulfillment of the contract under the certificate to be issued by the Engineer-In-Charge. On completion of the entire works the contractor will receive the final payment of all the moneys due or payable to him under or by virtue of the contract except earnest money deposit retained as security and a sum equal to 4.00 % of the total value of the work done. The amount withheld from the final bill will be retained under deposits and paid to the contractor together with the earnest money deposit retained as security after a period of **12(twelve) months** as all defects shall have been made good according to the true intent and meaning there of.

39.3.2 In case of over payments or wrong payment if any made to the contractor due to wrong interpretation of the provisions of the contract, Contract conditions etc., such unauthorized payment will be deducted in the subsequent bills or final bill for the work or from the bills under any other contracts with the Government or at any time there after from the deposits available with the Government.

39.3.3 Any recovery or recoveries advised by the Government Department either state or central, due to non-fulfillment of any contract entered into with them by the contractor shall be recovered from any bill or deposits of the contractor.

39.3.4 No claim shall be entertained, if the same is not represented in writing to the Engineer-In-Charge within 15 days of its occurrence.

39.3.5 The contractor is not eligible for any compensation for inevitable delay in handing over the site or for any other reason. In such case, suitable extensions of time will be granted after considering the merits of the case.

39.4 Intermediate Payments:

39.4.1 For intermediate Stage of work, only part rates as fixed by the Engineer-In-Charge will be paid.

39.4.2 Part rates shall be worked out for the work done portion based on the actual operations involved keeping in view the value of the balance work to be done, to avoid unintended benefit to the Contractor in initial Stage.

39.4.3 Full rate shall be paid when the work is completed to the full profile as noted in the drawings.

39.4.4 For earthwork in cutting, 10% of the quantity will be with-held for intermediate payments and the same will be released after completing the work to the profiles as per drawings and disposal of the spoil material at the specified places and handing over the balance useful stone. For this purpose a length of 50 Mtrs or as specified in the agreement, will be taken as a Unit.

39.4.5 For earthwork, embankment formation work, 10% of the quantity will be withheld for intermediate payments and the same will be released after completing the bund to the profiles as per drawings including trimming of side slopes and all other works contingent to the bund profile. For this purpose, 50 Mtrs (or as specified in the agreement) of length will be taken as a Unit.

39.4.6 For the structure works either with masonry or concrete where the height of structure is more than three meters, the quantities executed in the lower level will be withheld at the rate of one percent for every three meters height, if the balance height of the structure work is more than three meters in being over the executed level and the same will be released only after the entire work is completed as certified by the Engineer-In-Charge.

39.4.7 For C.D. works and for lining works, spread over more than 2 Km. In length 5 percent of the concrete and Masonry quantities will be with held and the same will be released after completion of all C.D. works and lining for the entire length certified by the Engineer-In-Charge.

39.4.8 Where payment is intended for aggregates by Bill of Quantities item based on stack measurements, 10% of the quantity measured will be withheld. No payment or advance will be made for unfixed materials when the rates are for finished work in site.

40. Interest on Money due to the Contractor:

40.1 No omission by the Executive Engineer or the Sub-Divisional officer to pay the amount due upon certificates shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee fund or payments in arrear, nor upon any balance which may, on the final settlement of his accounts, found to be due to him.

41. Certificate of Completion of works:

41.1 Certificate of Completion of works:

41.1.1 When the whole of the work has been completed and has satisfactory passed any final test that may be prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer-In-Charge accompanied by an undertaking to carryout any rectification work during the period of maintenance, such notice and undertaking shall be in writing and shall be deemed to be request by the Contractor for the Engineer-In-Charge to issue a Certificate of completion in respect of the Works. The Engineer-In-Charge shall, within twenty one days of the date of delivery of such notice either issue to the Contractor, a certificate of completion stating the date on which, in his opinion, the works were completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the Works which, in the Engineer-In-Charge'' opinion, required to be done by the Contractor before the issue of such Certificate. The Engineer-In-Charge shall also notify the Contractor of any defects in the Works affecting completion that may appear after such instructions and before completion of the Works specified there in. The Contractor shall be entitled to receive such Certificate of the Completion within twenty one days of completion to the satisfaction of the Engineer-In-Charge of the Works so specified and making good of any defects so notified.

41.1.2 Similarly, the Contractor may request and the Engineer-In-Charge shall issue a Certificate of Completion in respect of:

a) Any section of the Permanent works in respect of which a separate time for completion is provided in the Contract, and
b) Any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer-In-Charge and occupied or used by the Department.

41.1.3 If any part of the Permanent Works shall have been completed and shall have satisfactorily passed any final test that may be prescribed by the Contract, the Engineer-in-Charge may issue such certificate, and the Contractor shall be deemed to have undertaken to complete any outstanding work in that part of the Works during the period of Maintenance.

42. Taxes included in the Tender:

The percentage/ rate quoted by the contractor shall be deemed to be inclusive of the GST and other levies, duties, royalties, cess, toll taxes of Central and State Governments, local bodies and authorities that the contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

In addition to deduction of Income Tax/GST & other such levies, duties, royalties, cess, toll tax at source, Tripura sales tax shall also be deducted at source from the bills of the contractor(s) at the rates as notified by the Government, from time to time.

Compulsory deduction for all works – 1(one)% cess on the gross payable amount of running/ final bill as per "Building and other construction workers welfare Cess Act, 1996".

42.1 Any Central or State sales and other taxes including GST on completed items of works of this contract as may be levied and paid by the contractor shall be reimbursed by the department to the contractor on proof of payment to the extent indicated in Part-II of Schedule-A.

43. Schedule of payment:

a. For work costing upto Rs. 1.00 Lakhs -----First & Final bill.

b. For work costing Rs. 1.00 Lakhs to Rs. 10.00 Lakhs – Running Account payment bill shall not be less than Rs. 1.00 Lakh per Bill.

c. For work costing Rs. 10.00 Lakhs to Rs.1.00 crore – Running Account payment bill shall not be less than Rs. 2 lakhs per Bill.

d. For costing Rs. 1 crore to 3 crore – Running Account payment bill shall not be less than Rs. 20 lakhs.

e. For work costing above Rs. 3 crore – Running Account payment bill shall not be less than Rs. 50 lakhs.

44. Price Adjustment: (Not applicable for works for which estimated cost put to tender is less than Rs. 1.00 Crore & stipulated time for completion is less than or equal to twenty-four months.)

44.1 Price adjustment shall be granted where administered prices are enforced and that too for works estimated at more than Rs.1.00 Crore and having completion period of more than 24(twenty four) months. This should be applicable

within the original contract period or extended period owing to departmental delays. This will not apply to cases attributed to contractors fault.

a) The cost of materials and electrical energy supplied by the Department if any at fixed prices shall be excluded from the scope of price adjustment.
b) The price adjustment shall apply for the work done from the Start date to end of the intended completion date or extensions granted by the Engineer-In-Charge and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.

If the prices of material (not being materials supplied or services rendered at fixed prices by the department) and / or wages of labour required for execution of work increases, the contractor shall be compensated for such increases, as per provisions detailed below, and the amount of the contract shall accordingly be varied, subject to the condition that compensation for escalation in prices shall be available only for the works done within the stipulated period of completion as per contract and for works done beyond the stipulated period of completion as per contract the compensation for escalation in prices should be restricted to the escalation occurred up to the stipulated date of completion and also the compensation for escalation in prices shall be available for works for which the stipulated period of completion is more than 24(Twenty four) months. No compensation for escalation will be allowed for works where stipulated time for completion is 24 (Twenty four) months or less even if the completion of works is extended beyond stipulated date of completion for any reason.

Such compensation for escalation in the prices of materials and labour, when due, shall be worked out-based on the following provisions

(1) The base date for working out such escalation shall be the last date on which tenders were stipulated to be received.

(2) The cost of work in which escalation will be payable shall be reckoned as 85% of the cost of work as per the bills running or final and from this amount, value of materials supplied under clause 97 of this contract or services rendered at fixed charges if any for this contract, and proposed to be recovered in the particular bill, shall be deducted before the amount of compensation for escalation is worked out. In the case of materials, brought to site for which any secured advance is included in the bill, the full value of such materials as assessed by the Engineer - In – Charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly, when such materials are incorporated in the work and the secured advance is deducted from the bill the full-assessed value of the materials originally considered for operation of this clause should be deducted from cost of the works shown in the bill running or final. Further, the cost of works shall not include any work for which payment is made under clause 36 or clause 37 prevailing market rates.

(3) Components of materials, labour, POL etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers and the decision of the Engineer-In-Charge in working out such percentages shall be binding on the contractor.

(4) The compensation for escalation for materials, labour and POL shall be worked out as per the formula given below:

i)

$$Vm = W \times \frac{X}{100} \times \frac{MI - MIo}{MIo}$$

Vm = Variation in material cost i.e. increase or decrease in the amount in the rupees to be paid or recovered.
W = Cost of work done worked out as indicated in sub para 2 above.
X = Component of materials expressed as percent of the total value of work.
MI & MIo = All India whole Sale Price Index for all commodities for the period under reckoning as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce, for period under consideration and that valid at the time of receipt of tenders, respectively.

ii)

$$VI = W \times \frac{Y}{100} \times \frac{LI - LIo}{LIo}$$

VI = Variation in Labour cost i.e. increase or decrease in the amount in the rupees to be paid or recovered.
W = Value of work done worked out as indicated in sub para 2 above
Y = Component of labour expressed as percent of the total value of work.
L I – L Io = Consumer Price Index for industrial labour (all India) declared by labour Bureau Government of India as applicable for the period under consideration, and that valid at the time of receipt of tender respectively.

iii)

$$VF = W \times \frac{Z}{100} \times \frac{FI - FIo}{FIo}$$

VF = Variation of cost of fuel, oil and Lubricant, increase or decrease in rupees to be paid or recovered.
W = Value of work done, worked out, as indicated in sub Para 2 above.
Z = Component of POL expressed as percent of the total value of work as indicated under the special conditions of contract.

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F I – F Io = Average index number of wholesale price for group (fuel, power, light and lubricants) – as published weekly by the Economic Advisor to Government of India, Ministry of Industry for the period under reckoning, and that valid at the time of receipt of tenders, respectively,

5) The following principles shall be followed while working out the indices mentioned in sub Para 4 above: -

a) The index relevant for any month will be the arithmetical average of the indices relevant to the three calendar months preceding the month in question.
b) The base index will be the one relating to the month in which the tender was stipulated to be received.
c) The compensation for escalation shall be worked at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will be made at the end of three months after the months (excluding) in which the tender was accepted and their after at three months intervals.

6) In the event of the price of materials and/or wages of labour required for execution of the work decrease(s), there shall be downward adjustment of the cost of the work so that such price of materials and/or wages of labour shall be deductable from the cost of work under this contract and this regard the formula herein before stated under the clause 44 shall mutatis apply provided that:

i) No such adjustment for the decrease in the price of materials and /or wages of labour aforementioned would be made in case of contract in which the stipulated period of completion of the work is less than 24(twenty four) months.
ii) The Engineer-In-Charge shall otherwise be entitled to lay down the principles on which the provisions of this sub-clause shall be implemented from time to time and the decision of the Engineer in charge in this behalf shall be the final and binding.

7) The components of materials, labour & POL as indicated in para-3 of sub-clause 44 have predetermined as below: -

	A) For buildings work				**B) For road & Bridge works**		
a)	Material	=	75 Percent.	a)	Material	=	65 Percent.
b)	Labour	=	25 Percent.	b)	Labour	=	25 Percent.
c)	POL	=	0 Percent.	c)	POL	=	10 Percent.
	Total	=	100 Percent		Total	=	100 Percent

45 Retention:

45.1 The department shall retain from each payment due to the contractor @ the rate of 10.00 % of bill amount until completion of the whole of the Works.

45.2 On completion of the whole of the Works half the total amount retained is re-paid to the Contractor and half when the Defects Liability Period has passed and the Engineer-In-Charge has certified that all the Defects notified by the Engineer-In-Charge to the Contractor before the end of this period have been corrected.

45.3 On completion of the whole works, the Contractor may substitute retention money with an "on demand" Bank Guarantee.

46 Liquidated Damages:

46.1 If for any reason, which does not entitle the contractor to an extension of time, the rate of progress of works, or any section is at any time, in the opinion of the Superintending Engineer too slow to ensure completion by the prescribed time or extended time for completion Superintending Engineer shall so notify the contractor in writing and the contractor shall there upon take such steps as are necessary and the Superintending Engineer may approve to expedite progress so as to complete the works or such section by the prescribed time or extended time. The contractor shall not be entitled to any additional payment for taking such steps. If as a result of any notice given by the Superintending Engineer under this clause the contractor shall seek the Superintending Engineers permission to do any work at night or on Sundays, if locally recognized as days or rest, or their locally recognized equivalent, such permission shall not be unreasonably refused.

46.2 If the contractor fails to complete whole of the works or any part thereof or section of the works within the stipulated periods of individual mile stones (including any bonafide extensions allowed by the competent authority without levying liquidated damages), the Superintending Engineer may without prejudice to any other method of recovery will deduct one tenth of one percent of contract value per week or part of the week for the period of delays subject to a maximum of 10% of the contract value as a penalty from any monies in his hands due or which may become due to the contractor. The payment or deductions of such damages shall not relieve the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the contract.

46.3The liquidated damages for the whole of the work are

(PERIOD)	**(RECOVERY RATE)**
For milestone 1 :- 1/8th* of the contract value of work in 1/4th of the Stipulated time for completion.	1/10th of 1.00 % of contract value of work Per week subject to maximum 10% of 1/8th contract value of work.
For milestone 2 :- 3/8th* of the contract value of work in ½ of the Stipulated time for completion.	**1/10th of 1.00 % of contract value of work Per week subject to maximum 10% of 2/8th contract value of work.
For milestone 3 :- Full contract value of work in Stipulated date of completion.	**1/10th of 1.00 % of contract value of work Per week subject to maximum 10% of 5/8th contract value of work.

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*To be decided on the measured value of work.
The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price.
** Note:- Days to be reckoned from the next day of achieving previous milestone.

47 **Incentives (Optional Clause): An incentive to the maximum amount at the rate of ¼ % of the contract value per week of early completion as per mile stone achieved will be paid to the contractor. In no case the total respective value of the incentive should exceed 2% of the total value of works as per milestone.

48 Mobilization Advance

48.1 No mobilization advance will be made from the Executive Engineer.

49 Securities:

49.1 The Earnest Money Deposit and Additional Security (only for tenders with quoted rate less than the 15.00% of the estimated cost of work put to bid) shall be provided to the Department not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank acceptable to the Department. The Earnest Money shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security shall be valid until a date 28 days from the date of issue of the certificate of completion.

50 Cost of Repairs:

50.1 Loss or damage to the Works or materials to the Works between the Start Date and the end of the Defects Correction Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

51 Completion:

51.1 The Contractor shall request the Engineer-In-Charge to issue a Certificate of completion of the Works and the Engineer-In-Charge will do so upon deciding that the work is completed.

52 Taking Over:

52.1 The Department shall takes over the Site and the Works within seven days of the Engineer-In-Charge issuing a certificate of Completion.

53 Final Account:

53.1 The Contractor shall supply to the Engineer-In-Charge a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer-In-Charge shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer-In-Charge shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the final Account is still unsatisfactory after it has been resubmitted, the Engineer-In-Charge shall decide on the amount payable to the Contractor and issue a payment certificate with in 56 days of receiving the Contractor's revised account.

54 Termination:

54.1 The Department may terminate the Contract if the contractor causes a fundamental breach of the Contract.

54.2Fundamental breaches of Contract include, but shall not be limited to the following.

a) The Contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Engineer-In-Charge.
b) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
c) The Engineer-In-Charge gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer-In-Charge; and
d) The Contractor does not maintain a security which is required and
e) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined.
f) If the contractor, in the judgment of the Department has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment o the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

54.3Notwithstanding the above, the Department may terminate the contract for convenience.

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54.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secured leave the Site as soon as reasonably possible.

54.5 When the contractor has made himself liable for action under any of the cases aforesaid under clause 54.2 the Engineer-In-Charge on behalf of the Governor of Tripura shall have powers---

(a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government. If any portion of the Security Deposit has not been paid or received it would be called for and forfeited.

(b) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Enginer-in-Charge shall be final and conclusive) against the contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Divisional Officer as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.

(c) After giving notice to contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under his contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be. If the expenses incurred by the department are les than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.

In the event of anyone or more of the above courses being adopted by the Engineer-in-Charge the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified:

Provided further that if any of the recoveries to be made, while taking action as per (b) and/or (c) above, are in excess of the security deposit forfeited, these shall be limited to the amount by which the excess cost incurred by the Department exceeds the security deposit so forfeited.

55 Payment upon Termination:

55.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer-In-Charge shall issue a certificate for the value of the work done less advance payments received upon the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to the Department exceeds any payment due to the Contractor the difference shall be a debt payable to the Department.

56 Property:

56.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Department if the Contract is terminated because of Contractor's default.

57 Release from Performance:

57.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Department or the Contractor the Engineer-In-Charge shall certify that the contract has been frustrated. The Contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any work carried out after wards to which commitment was made.

F. Special Conditions

58 Water Supply:

The Contractor has to make his own arrangements for water required for the work and to the colonies and work sites, which are to be established by the Contractor.

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59 Electrical Power:-

The Contractors will have to make their own arrangements for drawing electric power from the nearest power line after obtaining permission from the power supply authority at his own cost. In case of failure of electricity, the Contractor has to make alternative arrangements for supply of electricity by Diesel Generator sets of suitable capacity at place of work. If the supply is arranged by the Department, necessary Tariff rates shall have to be paid based on the prevailing rates.

The contractor will pay the bills of Electricity Board for the cost of power consumed by him.

The power shall be used for bonafide Departmental works only.

59.1 Electric Power for Domestic Supply:

a) The contractor has to make his own arrangements for the supply of electric power for domestic purposes and the charges for this purpose have to be paid by him at the rates as fixed by the Power Supply authority from time to time.

b) The contractor will have to make his own arrangements to lay and maintain the necessary distribution lines and wiring for the camp at his own cost. The layout and the methods of laying the lines and wiring shall have the prior approval of the Engineer-In-Charge. All camp area shall be properly electrified. All lines, streets, approaches for the camp etc., shall be sufficiently lighted for the safety of staff and labour of the contractor, at the cost of the Contractor and it will be subject to the approval of the Engineer-In-Charge.

60 Land:

60.1 Land for Contractor's use:

The contractor will be permitted to use Government land for execution of work. The contractor shall have to make his own arrangements for acquiring and clearing the site, leveling, providing drainage and other facilities for labour staff colonies, site office, work-shop or stores and for related activities. The Contractor shall apply to the Department within a reasonable time after the award of the contract and at least 30 days in advance of its use, the details of land required by him for the work at site and the land required for his camp and should any private land which has not been acquired, be required by the contractor for his use. The same may be acquired by the contractor at his own cost by private negotiations and no claim shall be admissible to him on this account.

The Engineer-In-Charge reserves the right to refuse permission for use of any government land for which no claim or compensation shall be admissible to the contractor. The contractor shall, however, not be required to pay cost or any rent for the Government land given to him.

60.2 Surrender of Occupied Land:

a) The Government land as here in before mentioned shall be surrendered to the Engineer-In-Charge within seven days, after issue of completion certificate. Also no land shall be held by the contractor longer than the Engineer-In-Charge shall deem necessary and the contractor shall on the receipt of due notice from the Engineer-In-Charge, vacate and surrender the land which the Engineer-In-Charge may certify as no longer required by the Contractor for the purpose of the work.

b) The contractor shall make good to the satisfaction of the Engineer-In-Charge any damage to areas, which he has to return or to other property or land handed over to him for purpose of this work. Temporary structures may be erected by the contractor for storage sheds, offices, residences etc., for non-commercial use, with the permission of the Executive Engineer on the land handed over to him at his own cost. At the completion of the work these structures shall be dismantled site cleared and handed over to the Executive Engineer. The land required for providing amenities will be given free of cost from Government lands if available otherwise the contractor shall have to make his own arrangements.

60.3 **Contractor not to dispose off Spoil etc. :-**

The contractor shall not dispose off or remove except for the purpose of fulfillment of this contract, sand, stone, clay ballast, earth, trees and shrubs or other materials obtained in the excavation made or lying on the site of the work, and all such materials and produce shall remain property of the Government. The Department may upon request from the contractor, or if so stipulated in the conditions of the contract allow the contractor to use any of the above materials for the works either free of cost or after payment as may be specifically mentioned or considered necessary during the execution of the work.

61 Roads:

In addition to existing public roads and roads constructed by Government, if any, in work area all additional approach roads inside work area and camp required by the Contractor shall be constructed and maintained by him at his own cost. The layout design, construction and maintenance etc. of the roads shall be subject to the approval of the Engineer-In-Charge. The contractor shall permit the use of these roads by the Government free of charge.

It is possible that work at, or in the vicinity of the work site will be performed by the Government or by other contractors engaged in work for the Government during the contract period. The contractor shall without charge permit the Government and such other contractor and other workmen to use the access facilities including roads and other facilities, constructed and acquired by the contractor for use in the performance of the works.

The contractor's heavy construction traffic or tracked equipment shall not traverse any public roads or bridges unless the contractor has made arrangement with the authority concerned. In case contractor's heavy construction traffic or tracked equipment is not allowed to traverse any public roads or bridges and the contractor is required to make some alternative arrangements, no claim on this account shall be entertained.

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The contractor is cautioned to take necessary precautions in transportation of construction materials to avoid accidents.

62 Payment for Camp Construction:

No payment will be made to the contractor for construction, operation and maintenance of camp and other camp facilities and the entire cost of such work shall be deemed to have been included in the tendered rate for the various items of work in the schedule of quantities and tenders.

63 Explosive And Fuel Storage Tanks:

No explosive shall be stored within ½ (half) KM of the limit of the camp sites. The storage of gasoline and other fuel oils or of Butane, Propane and other liquefied petroleum gases, shall confirm to the regulations of Government of Tripura and Government of India. The tanks, above ground and having capacity in excess of 2000 liters, shall not be located within the camp area, nor within 200m, of any building.

64 Labour:

The contractor shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

Labour importation and amenities to labour and contractor's staff shall be to the contractor's account. His quoted percentage shall include the expenditure towards importation of labour amenities to labour and staff;

The contractor shall, if required by the Engineer-In-Charge, deliver to the Engineer-In-Charge a written in detail, is such form and at such intervals as the Engineer-In-Charge may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the contractor on the Site and such information respecting Contractor's Equipment as the Engineer-In-Charge may require.

64.1Transportation of Labour:

The contractor shall make his own arrangement for the daily transportation of the labour and staff from labour camps colonies to the work spot and no labour or staff of the contractor shall stay at the work spot. No extra payment will be made to the contractor for the above transportation of the labour and his quoted percentage to the work shall include the transportation charges of labour from colonies to work spot and back.

The contractor will at all times duly observe the provisions of employment of children Act XXVI of 1938 and any enactment or modification of the same and will not employ or permit any person to do any work for the purpose under the provisions of this agreement in contravention of said Act. The contractor here by agrees to indemnify the department from and against all claims, penalties which may be suffered by the department or any person employed by the department by any default on the part of the contractor in the observance and performance of the provisions of the employment of children Act. XXVI of 1938 or any enactment or modification of the same.

65 Safety Measures:

1. The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative where necessary and shall comply with directions issued by the Executive Engineer or on his behalf from time to time and at all times.

2. Providing protective foot wear to workers situations like mixing and placing of mortar or concrete sand in quarries and places where the work is done under much wet conditions.

3. Providing protective head wear to workers at places like under ground excavations to protect them against rock falls.

4. Providing masks to workers at granulates or at other locations where too much fine dust is floating about and sprinkling water at frequent intervals by water hoses on all stone crushing area and storage bins abate to dust.

5. Getting the workers in such jobs periodically examined for chest trouble due to too much breathing in to fine dust.

6. Taking such normal precautions like fencing and lightening in excavation of trenches, not allowing rolls and metal parts of useless timber spread around, making danger areas for blasting providing whistles etc.

7. Supply workmen with proper belts, ropes etc., when working in precarious slopes etc.

8. Avoiding named electrical wire etc., as they would electrocute the works.

9. Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in around the areas where machines hoists and similar units are working.

66 Fair Wage Clause:

The contractor shall pay not less than fair wages to laborers engaged by him on the work.

"Fair" wages means wages whether for time of piecework notified by the Government from time in the area in which the work is situated.

The contractor shall not with-standing the revisions of any contract to the contrary cause to be paid to the labour, in directly engaged on the work including any labour engaged by the sub-contractor in connection with the said work, as if the laborers had been directly employed by him.

In respect of labour directly or indirectly employed in the works for the purpose of the contractors part of the agreement the contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Government. He shall maintain his accounts and vouchers on the payment of wages to the laborers to the satisfaction of the Executive Engineer.

The Executive Engineer shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the laborers and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered by the worker or workers by reason of the "fair wages" clause to the workers.

The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Government from time to time without prejudice to his right to claim indemnity from his sub-contractors.

As per contract labour (Regulation and abolition) Act. 1970 the contractor has to produce the license obtained from the licensing officers of the labour department along with the tender or at the time of agreement.

Any violation of the conditions above shall be deemed to be a breach of his contract.

Equal wages are to be paid for both men and women if the nature of work is same and similar.

The contractor shall arrange for the recruitment of skilled and unskilled labour local and imported to the extent necessary to complete the work within the agreed period as directed by the Executive Engineer in writing.

67 Indemnity Bond:

Name of Work: Repairing of water pipeline including installation of 2HP Submersible pump set at DDRC Office complex, Shyamali Bazar,Agartala, West Tripura.

I,……..., contractor,S/o……..aged…..……. Resident of ……..……..…do hereby bind myself to pay all the claims may come (a) under Workmen's Compensation Act. 1933 with any statutory modification there of and rules there under or otherwise for or in respect of any damage or compensation payable in connection with any accident or injury sustained (b) under Minimum wages Act 1948 (c) under payment of wages Act.1936 (d) under the Contractor labour (Regulation and Abolition) Act. 1970 by workmen engaged for the performance of the business relating to the above contract ie., Failing such payment of claims of workmen engaged in the above work, I abide in accepting for the recovery of such claims, effected from any of my assets with the departments.

68 Compliance With Labour Regulations:

During continuance of the contract, the contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications that may be issued under any labour law in future either by the State or the Central Government or the local authority and also applicable labour regulations, health and sanitary arrangements for workmen, insurance and other benefits. Salient features of some of the major labour laws that are applicable to construction industry are given below. The contractor shall keep the Department indemnified in case any action is taken against Department by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Department is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provision stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the contractor, the Engineer-In-charge /Department shall have the right to deduct any money due to the contractor including his amount of performance security. The Department/Engineer-In-Charge shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Department.
The employees of the Contractor and the Sub-contractor in no case shall be treated as the Department of the Department at any point of time.

69 Salient features of some major labour laws applicable to establishment engaged in buildings and other construction work:

a) **Workmen Compensation Act 1923**: - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

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b) **Payment of Gratuity Act 1972**: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days'(say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.

c)**Employees P.F. and Miscellaneous Provision Act 1952**: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:

i) Pension or Family pension on retirement or death as the case may be.
ii) Deposit linked insurance on the death in harness of the worker.
iii) Payment of P.F. accumulation on retirement/death etc.

d)**Maternity Benefit Act 1951**: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e)**Contract Labour (Regulation & Abolition) Act 1970**: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.

f)**Minimum Wages Act 1948**: - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.

g)**Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h)**Equal Remuneration Act 1979**: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.

i)**Payment of Bonus Act 1965**: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

j)**Industrial Disputes Act 1947**: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k)**Industrial Employment (Standing Orders) Act 1946**: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.

l)**Trade Unions Act 1926**: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m)**Child Labour (Prohibition & Regulation) Act 1986**: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

n)**Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979**: - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

o)**The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996** and **the Cess Act of 1996**: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p)**Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say,

10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

70 Liabilities of the Contractor:

70.1 Accident Relief and workmen compensation:

The contractor should make all necessary arrangements for the safety of workmen on the occurrence of the accident, which results in the injury or death of any of the workmen employed by the contractor, the contractor shall within 24 hours of the happenings of the accident and such accidents should intimate in writing to the concerned Asst. Engineer / Executive Engineer of the Department the act of such accident. The contractor shall indemnify Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by Government as a consequence of Government failure to give notice under workmen's compensation Act or otherwise conform to the provisions of the said Act. In regard to such accident.

70.2 In the event of an accident in respect of which compensation may become payable under the workmen's compensation Act VIII 23 whether by the contractor, by the Government it shall be lawful for the Executive Engineer to retain such sum of money which may in the opinion of the Executive Engineer be sufficient to meet such liability. The opinion of the Executive Engineer shall be final in regard to all matters arising under this clause.

70.3 The contractor shall at all times indemnify the Govt. of Tripura against all claims which may be made under the workmen's compensation act or any statutory modification thereafter or rules there under or otherwise consequent of any damage or compensation payable in consequent of any accident or injuries sustained or death of any workmen engaged in the performance of the business relating to the contractor.

71 Contractor's Staff, Representatives and Labour:

(a) The contractor shall, at all times, maintain on the works, staff of qualified Engineers, and Supervisors of sufficient experience of similar other jobs to assure that the quality of work turned out shall be as intended in the specifications. The contractor shall also maintain at the works, a Work Manager or sufficient status, experience and office and duly authorize him to deal with all aspects of the day-today work. All communications to any commitments by the Work Manager shall be considered as binding on the Contractor.

(b) The Contractor shall at all times submit details of skilled and unskilled labour and equipment employed to the Engineer-In-Charge in prescribed proforma as he may require to assess and ensure the proper progress of work.

(c) If the contractor / agency does not employ the technical person with in 30 days from the date of issue of work order, agency / contractor shall be liable to pay a sum of Rs.4,000.00 (Rupees four thousand) for each month in the case of Graduate Engineers and Rs.2,000.00(Rupees two thousand) for each month in the case of Diploma Engineers.

72 Accommodation and food:

The contractor should arrange accommodation he needs, at his own cost. The contractor shall make his own arrangements for supply of food grains, fuel and other provision to his staff and laborers including controlled commodities.

73 Relationship :

Contractor shall have to furnish information along with tender, about the relationship he is having with any officer of the Department, Government of Tripura of the rank Assistant Engineer and above engaged in the work and any officer of the Divisional Accounts officer and above of the Department of Government of Tripura.

74 Protection of adjoining premises:

The contractor shall protect adjoining sites against structural, decorative and other damages that could be caused by the execution of these works and make good at his cost any such damages.

75 Work during night or on Sundays and holidays:

The works can be allowed to be carried out during night, Sundays or authorized holidays in order to enable him to meet the schedule targets and the work shall require almost round the clock working keeping in view:

(i) The provisions of relevant labour laws being adhered to:
(ii) Adequate lighting, supervision and safety measures are established to the satisfaction of the Engineer-In-Charge and
(iii) The construction programme given by the Contractor and agreed upon by the Engineer-In-Charge envisages such night working or working during Sundays or authorized holidays.

76 Layout of materials stacks:

The contractor shall deposit materials for the purpose of the work on such parts only of the ground as may be approved by the Engineer-In-Charge before starting work. A detailed survey, clearly indicating position and areas where materials shall be stacked and sheds built is to be conducted by the contractor at his own cost and only after obtaining necessary approval of the plan for use of sites by the Engineer-In-Charge, the Contractor can use the sites accordingly.

CONTRACTOR **EXECUTIVE ENGINEER**

77 Use of blasting materials:

Procurement of blasting materials and its storage is the responsibility of the contractor. The contractor shall engage licensed blaster for blasting operation. The contractor is to act in accordance with Indian Explosive Act and other rules prevailing, during the execution of work. It is the responsibility of the contractor to see, that works by other agencies in the vicinity are not hampered, in such cases if any claim is made by other agencies that should be borne by the contractor. Carriage of blasting materials, from the magazine to the work site, is the responsibility of the contractor.

78 Plant and Equipment:

78.1 The contractor shall have sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress on the work as per the approval progress schedule. The working and shifts hours shall comply with the Govt. Regulations in force.

78.2 It is to expressly and clearly understood that contractor shall make his own arrangements to equip himself with all machinery and special tools and plant for the speedy and proper execution of the work and the department does not undertake responsibility towards their supply.

78.3 The department shall supply such of the machinery that may be available on hire basis but their supply cannot be demanded as matter of right and no delay in progress can be attributed to such non-supply of the plant by the department and the department cannot be made liable for any damage to the contractor. The Contractor shall be responsible for safe custody of the departmental machinery supplied to him (which will be delivered to contractor at the machinery yard at site of work) and he has to make good all damages and losses if any other than fire, wear and tear to bring it to the conditions that existed at the time of issue to the contractor before handing over the same to the department. The hire charges for the machinery handed over to the contractor will be recovered at the rate prevalent at the time of supply. The contractor will have to execute supplemental agreement with Executive Engineer at the time of supply of the machinery.

78.4The acceptance of departmental machinery on hire is optional to the contractor.

79 Inconvenience to public:

The contractor shall not deposit materials at any site, which will cause inconvenience to public. The Engineer-In-Charge may direct the contractor to remove such materials or may undertake the job at the cost of the contractor.

80 Conflict of interest:

Any bribe, commission, gift or advantage given, promised or offered by on behalf of contractor or his partner, agent or servant or any one on his behalf to any officer, servant, representatives, agents of Engineer-In-Charge, or any persons on their behalf, in relation to the obtaining or to execution of this, or any other contract with Engineer-In-Charge shall in addition to any criminal liability, which it may occur, subject to the cancellation of this or all other contracts and also to payment of any loss or damage resulting from any such cancellation. Engineer-In-Charge shall then be entitled to deduct the amount, so payable from any money, otherwise due to the contractor under this or any other contract.

81 Contract documents and materials to be treated as confidential:

All documents, correspondences, decisions and orders, concerning the contract shall be considered as confidential and/or restricted in nature by the contractor and he shall not divulge or allow access to them by any unauthorized person.

82 General obligations of Contractor:

82.1 The contractor shall, subject to the provision of the contract and with due care and diligence, execute and maintain the works in accordance with specifications and drawings.

82.2 The contractor shall promptly inform the Department and the Engineer-In-Charge of any error, omission, fault and tore defect in the design of or specifications for the works which are discovered when reviewing the contract documents or in the process of execution of the works.

82.3 If Contractor believes that a decision taken by the Engineer-in-Charge was either outside the authority given to the Engineer-In-Charge by the Contract or that the decision was wrongly taken, the decision shall be referred to the technical expert within 14 days of the notification of the Engineer-In-Charge's decisions.

82.4 Pending finalization of disputes, the contractor shall proceed with execution of work with all due diligence.

83 Security measures:

a) Security requirements for the work shall be in accordance with the Government's general requirements including provisions of this clause and the Contractor shall conform to such requirements and shall be held responsible for the actions of all his staff, employees and the staff and employees.

b) All contractors' employees, representatives shall wear identifications badges provided by the contractor. Badges shall identify the contractor, showing and employee's number and shall be worn at all times while at the site. Individual labour will not be required to wear identification badges.

c) All vehicles used by the contractor shall be clearly marked with contractor's name.

d) The contractor shall be responsible for the security of the works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not limited to maintenance of order on the site, provision of all lighting, fencing, guard flagmen and all other measures necessary for the protection of the works within the colonies, camps and elsewhere on the site, all materials delivered to the site, all persons employed in connection with the works continuously throughout working and non working period including nights, Sundays and holidays for duration of the contract.

e) Other contractors working on the site concurrently with the contractor will provide security for their own plant and materials. However, their security provisions shall in no way relieve the contractor of his responsibilities in this respect

f) Separate payment will not be made for provision of security services.

84 Fire fighting measures:

a) The contractor shall provide and maintain adequate fire fighting equipment and take adequate fire precaution measures for the safety of all personnel and temporary and permanent works and shall take action to prevent damage to destruction by fire of trees shrubs and grasses.

b) Separate payment will not be made for the provision of fire prevention measures.

85 Sanitation:

The contractor shall implement the sanitary and watch and ward rules and regulations for all forces employed under this contract and if the Contractor fails to enforce these rules, the Engineer-In-Charge may enforce them at the expenses of the Contractor.

86 Ecological balance:

a) The contractor shall maintain ecological balance by preventing de-forestation, water pollution and defacing of natural landscape. The contractor shall so conduct his construction operation as to prevent any unnecessary destruction, scarring, or defacing of the natural surrounding in the vicinity of the work. In respect of the ecological balance, Contractor shall observe the following instructions.

i) Where unnecessary destruction, scarring, damage or defacing may occur, as result of the operation, the same shall be repaired replanted or otherwise corrected at the contractor's expense. The contractor shall adopt precautions when using explosives, which will prevent scattering of rocks or other debris outside the work area. All work area including borrow areas shall be smoothened and graded in a manner to conform to the natural appearances of the landscape as directed by the Engineer-In-Charge.

ii) All trees and shrubbery which are not specifically required to be cleared or removed for construction purposes shall be preserved and shall be protected from any damage that may be caused by the contractor's construction operation and equipment. The removal of trees and shrubs will be permitted only after prior approval by the Engineer-In-Charge. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the contractor shall adequately protect such trees by use of protective barriers or other methods approval by the Engineer-In-Charge. Trees shall not be used for anchorages. The contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs be restored as nearly as practicable without delay to their original condition at the contractor's expense.

(iii) The contractor's construction activities shall be performed by methods that will present entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into river. Such pollutant and waste include earth and earth products, garbage, cement concrete, sewage effluent, industrial wastes, radio-active substances, mercury, oil and other petroleum products, aggregate processing, mineral salts and thermal pollution. Pollutants and wastes shall be disposed off in a manner and at sites approved by the Engineer-In-Charge.

(iv) In conduct of construction activities and operation of equipments the contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize the air pollution. The excessive omission of dust in to the atmosphere will not be permitted during the manufacture, handling and storage of concrete aggregates and the contractor shall use such methods and equipment as a necessary for collection and disposal or prevention of dust during these operation. The contractor's methods of storing and handling cement shall also include means of eliminating atmospheric discharges of dust, equipment and vehicles that give objectionable omission of exhaust gases shall not be operated. Burning of materials resulting from clearing of trees, bushes, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favorable.

b) Separate payment will not be made for complying with the provisions of this clause and all cost shall be deemed to have been included in the unit rates and prices included in the contract if any provision is not complied with within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by the

Engineer-in-Charge at the cost of the Contractor, Orders of the Engineer-In-Charge in this respect would be final and binding on the contractor.

87 Preservation of existing vegetation:

a) It will be obligatory for the contractor to produce forest clearance certificate from the DFO having jurisdiction over the area in respect of extraction of any forest produces for utilization in works under this contract before final payment and / or refund of security deposit. If the contractor fails to do so, a sum of money towards royalty remaining unpaid by the contractor, if any, as may be specified by the concerned Divisional Forest Officer, will be set-off from any sum of money including security deposit due and payable to contractor under this contract.

b) The contractor will preserve and protect all existing vegetation such as trees, on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Engineer-In-Charge. The contractor will be held responsible for all unauthorized cutting or damage of trees, including damage due to careless operation of equipment, stockpiling of materials or trekking of grass areas by equipment. Care shall be taken by the Contractor in felling tress authorized for removal to avoid any unnecessary damages to vegetation and tress that are to remain in place and to structures under construction or in existence and to workmen.

c) All the produce from such cutting of trees by the contractor shall remain the property of Government and shall be properly stacked at site, approved by the Engineer-In-Charge. No payment whatsoever, shall be made for such cutting and its stacking by the Contractor. If any produce from such cutting is not handed over to the Government by the contractor, he shall be charged for the same at the rates to be decided by the Engineer-In-Charge. The recovery of this amount shall be made in full from the intermediate bill that follows.

c) The contractor shall also make arrangements of fuel deposits for supply of required fuel for the laborer to be employed for cooking purpose at his own cost in order to prevent destruction of vegetation growth in the surrounding area of the work site.

88 Possession prior to completion:

The Engineer-In-charge shall have the right to take possession of or use any completed part of work or works or any part there of under construction either temporarily or permanently. Such possession or use shall not be deemed as an acceptance of any work either completed or not completed in accordance with the contract with in the interest of Clause of contract except where expressly otherwise specified by the Engineer-In-charge.

89 Payment upon termination:

If the contract is terminated because of a fundamental breach of contract by the contractor, the Engineer-In-Charge shall issue a certificate for the value of the work done less advance payment received upon the date of the issue of the certificate and less the percentage to apply to the work not completed as indicated in the contract data. Additional liquidated damages shall not apply. If the total amount due to the Department exceeds any payment due to the contractor the difference shall be a debt payable to the Department. In case of default for payment within 28 days from the date of issue of notice to the above effect, the contractor shall be liable to pay interest at 12% per annum for the period of delay.

90 Access to the contractor's books:

Whenever it is considered necessary by the Engineer-In-Charge to ascertain the actual cost of execution of any particular extra item of work or supply of the plant or material on which advance is to be made or of extra items or claims, he shall direct the contractor to produce the relevant documents such as payrolls, records of personnel, invoices of materials and any or all data relevant to the item or necessary to determine its cost etc. and the contractor shall when so required furnish all information pertaining to the aforesaid items in the mode and manner that may be specified by the Engineer-In-Charge.

91 Drawing to be kept at site:

One copy of the drawings furnished to the contractor shall be kept by the contractor on the site and the same shall at all reasonable time be available for inspection and use by the Engineer-In-Charge and the Engineer-In-Charge's representative and by any other persons authorized by the Engineer-In-Charge in writing.

92 Site Order Book:

An order book shall be kept at the site of the work. As far as possible, all orders regarding the work are to be entered in this book. All entries shall be signed and dated by the Department Officer in direct charge of the work and by the contractor or by his representative. In important cases, the Executive Engineer or the Superintending Engineer will countersign the entries, which have been made. The order book shall not be removed from the work, except with the written permission of the Executive Engineer.

93 Variations by way of modification, omissions or additions:

For all modifications, omissions from or additions to the drawings and specifications, the Executive Engineer will issue revised plans, or written instructions, or both and no modification, omission or addition shall be made unless so authorized and directed by the Executive Engineer in writing.

The Executive Engineer shall have the privilege of ordering modifications, omission or additions at any time before the completion of the work and such orders shall not operate to annual those portions of the specifications with which said changes do not conflict.

Engineer-in-Charge's Decision:
It shall be accepted as in separable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specification, mode of the procedure and the carrying out o the work, the decision of the Engineer-In-Charge, which shall be given in writing shall be binding on the contractor.

94 Care and diversion of river/stream:

The contractor shall submit details regarding the diversion and care of river or stream during construction of the work along with a separate printout of the timetable showing earliest and latest start and finish dates of various activities. He should submit a detailed layout plan with drawings for the diversion and care of river during construction of work. The above arrangements shall be at contractor's cost.

95 Income tax:

a) During the currency of the contract deduction of income tax at 2.00 % shall be made from the gross value of each bill of the contract and procedure stipulated under section 194-C(4) of Income Tax Act, 1961 shall be followed.
b) Income Tax clearance certificate should be furnished before the payment of final bill.
c) The contractor's staff, personnel and labour will be liable to pay personnel income taxes in respect of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

96 Sales tax:

96.1 Sales Tax during the currency of the contract deduction towards Tripura sales Tax Act has to be deducted at source, while making payments to the contractor.

96.2 The contractor should produce a valid Sales Tax Clearance Certificate before the payment of the final bill, otherwise payment to the contractor will be withheld.

97 Supply of construction materials:

i) The contractor has to make his own arrangements for procurements, supply and use of construction materials except as mentioned in clause 98d below.
ii) All materials so procured should confirm to the relevant specifications indicated in the tendering documents.
iii) The contractor shall follow all regulations of the Department/Government of India in respect of import licenses etc., of the procurement of the materials and he shall be responsible for the payment of applicable duties and taxes, port clearances, inland transportation etc.
iv) The contractor shall make his own arrangements for adequate storage of the materials.

98 Stores Supplied By Government

a. If the specifications or schedule of items provides for the use of any special of materials to be supplied from Engineer-In-Charge 's stores or if it is required that the contractor shall use certain stores to be provided by the Engineer-In-Charge as shown in the schedule of materials hereto annexed the contractor shall be bound to procure and shall be supplied such materials and stores as are from time to time required to be used by him for the purposes of the contract only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule of materials may be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract or otherwise or against or from the security deposit or the proceeds of sale thereof if the same is held in Government securities the same or a sufficient portion thereof being in this case sold for the purpose. All materials so supplied to the contractor shall remain the absolute property of Government and shall not be removed on any account from the site of the work and shall be at all times open to inspection by the Engineer-In-Charge. Any such materials remaining unused and. in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-In-Charge at a place directed by him if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid not being used by him or for any wastage in or damage to any such materials. Provided that the contractor shall in no case be entitled to any compensation or damages on a account of any delay in supply or non-supply thereof all or any such materials and stores. Provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Government within the scheduled time for completion of the work plus 50 per cent thereof (scheduled time plus 6(six) months if the time of completion of the work exceeds 12(twelve) months but if a part only of the materials has been supplied within the aforesaid period then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work the contractor shall be entitled to such extension of time as may be determined by the Engineer-In-Charge whose decision in this regard shall be final.

b. The contractor on signing an indenture in the form to be specified by *the* Engineer-in-Charge shall be entitled to be paid during the progress of the execution of the work 75 % of the estimated value of stipulated materials as per the opinion of the Engineer-in-Charge and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes.

c. The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer-In-Charge at a place where directed by him, if by a notice in writing under his hand, he shall so require. Credit for such material will be given at the prevailing market rate not exceeding the amount charged from him, excluding the storage

charges levied at the time of issue of materials to him. The contractor shall also not be entitled to cartage and incidental charges for returning the surplus materials from and to the stores wherefrom they were issued.

d. SCHEDULE SHOWING (APPROXIMATELY) MATERIALS TO BE SUPPLIED BY THE RD DEPARTMENT FOR EXECUTION OF THE WORK AND THE RATES AT WHICH THEY ARE TO BE CHARGED FOR, ARE AS BELOW :

SL. NO.	PARTICULARS	QUANTITY (APPROXIMATE)	RATE AT WHICH THE MATERIALS WILL BE CHARGED FOR			PLACE OF DELIVERY
			Unit	Rs.	P.	
All construction materials including all kind of steel materials of approved quality will be arranged by the contractor at his own risk & cost.						

NOTE:- The Person or Firms submitting the tender should see that the above schedule are filled up by the Engineer-In-Charge on the issue of the form prior to the submission of tender.

e. (i) After the completion of the work, the theoretical quantity of steel reinforcement or structural steel sections to be used on works shall be calculated on the basis of quantity required as per design or as authorized by the Engineer-In-Charge, including, authorized lappagjs, plus 5 % wastage due to cutting into pieces. Over this theoretical quantity plus 5% and minus 4% shall be allowed as variation due to wastage being more or less.

The difference in the quantity of steel reinforcement or structural steel sections actually issued to the contractor and the theoretical quantity including authorized variations, if not returned by the contractor shall be recovered at twice the issue rate including storage charges, without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as hereinbefore provided (allowing variations on the minus side as stipulated above), the cost of the quantity of steel reinforcement or structural steel not so used shall be recovered from the contractor on the basis of stipulated issue rate including storage charges and cartage to site.

(ii) After the completion of the work the actual quantity of cables (other than underground cables) wires, conduits/G.I. pipes, G.I./M.S. sheets used in the various items of work shall be calculated on the basis of the measurements recorded in the Measurement Books for purposes of payment and for assessing the consumption of materials used in works. Over this quantity a variation of 5% plus shall be allowed for wastage of materials during execution in case of cables (other than underground cables), wires, conduit pipes/G.I. pipes and 10% plus incase of G.I/M.S. sheets. The difference in quantity of material actually issued to the contractor and the quantity recorded in the Measurement Book including authorized variation as stated above, if not returned by the contractor shall be recovered at twice the issue rate including storage charges and cartage to site without prejudice to the provisions of the relevant conditions regarding return of materials governing the contract.

(iii) After the completion of the work, theoretical quantity of bitumen to be used on works shall be calculated on the basis of schedule of quantizes in agreement or standard formula as laid down by Superintending Engineer of the concerned circle. Over the said theoretical quantity of bitumen, a variation up to plus (excess) 2.50% shall be allowed.

The agreements which provide for free supply of bitumen the value of price of the difference in the quantity of bitumen actually issued to the Contractor and the theoretical quantity including the above mentioned authorized variation, if not returned by the contractor shall be recovered at the rate of twice the prevailing issue rate of R.D. Department, Stores without prejudice to the relevant conditions in the calculated manner aforesaid, there shall be no recovery for loose use of bitumen.

The agreement which provides for supply of bitumen at a fixed rate, the value of price of the difference in the quantity of bitumen actually in need to the contractor and the theoretical quantity including the above mentioned authorized variation, if not returned by the contractor, shall be recovered twice the issue rate of bitumen including storage charges thereof without prejudice to the relevant conditions in the agreements regarding return of materials governing the contract. In the event of it being discovered that the quantity of bitumen used by the contractor is less than the quantity calculated in the manner aforesaid(no variation on the lower side shall be allowed) the cost of the quantity of bitumen not so used shall be recovered from the contractor on the basis of stipulated issue rate plus cartage thereof up site.

(iv) The provisions made above are without prejudice to the right of the Government to take action against the contractor under the conditions of the contract for not doing the work according to the prescribed specifications.

CONTRACTOR **EXECUTIVE ENGINEER**

SECTION- V

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

1. This document shall be read in conjunction with the other tendering Documents.
2. The work shall be carried according to the description of the Item(s) in the Bill of quantities attached in Part-I. The building work shall generally conform to specifications for works in "The Tripura PWD Specification 1972 Building Work" where Tripura PWD specifications for building work is silent, CPWD specifications or provisions contained in "National Building Code" (Latest Edition) shall be followed.
3. "Specification for Road & Bridge Works (Latest Revision)" published by the Ministry of Shipping, Road Transport & Highways (MoRTH, Specification for Rural Roads, MoRD) shall be followed, and where the said specification is silent or items which are not covered, The Tripura PWD Specification, 1972/ the specification of CPWD/ CPHEEO/CWC/ BIS or relevant IRC Standard Specifications as amended till date as determined by the Engineer-In-Charge, in that order should be followed.

SPECIAL CONDITION

1. **Specification of cement**
   a) Cement will be ISI Marked.
   b) Cement will be supplied in machine stitched polythene bag of 50(fifty) Kg. weight minimum in each bag.
   c) Cement is to be purchased from the authorized dealer having Tripura Sale Tax Registration.
   d) Before use of cement in the work, the original cash memo / voucher is to be produced before the Assistant Engineer/ SDO(PWD). The Assistant Engineer/ SDO(PWD) should maintain a cement register separately in respect of procuring cement by the contractor and get it signed.

2 Specification of steel reinforcements arranged by the Agency shall conform to relevant IS Codes.

3. Necessary Test Certificate for Cement, steel etc shall have to be produced by the contractor as and when asked by the Department.

4. Before submitting the tender, the tenderers are to satisfy themselves by actual visit to site, regarding availability of labour and materials and site conditions and any claim of the tenderer submitting tenders shall not be entertained afterwards in respect of non-availability of labour, materials and site conditions. Any roads and paths, if required for the work will have to be made by the contractor at his own cost and nothing extra will be paid.

5. During the period, prior to the handing over of the work complete in all respects to the Engineer-In-Charge, damages to the work, if any, is to be made good by the contractor at his own cost and noting extra will be paid.

6. Traffic on the road should be maintained if required during working period and the contractor will have to take precaution for his workmen. If necessary, he will have to provide diversion at his own cost.

7. The contractor shall be responsible for the true and prefect setting out of the work and correctness of the position, level, and dimensions of all parts of the work. If at any time during the progress of the work shall any error arise in the position, level, or dimensions of any part of the work, fitting or fixing etc. the contractor shall be liable to rectify or change as directed by the Engineer-In-Charge at his own cost and risk.

8. The work, which does not conform to specification, must be struck down and rejected materials removed from the site of works as directed by the Engineer-in-Charge.

9. The Contractor shall have to plant at least **25 (twenty-five) nos** of sapling (fruit bearing) within the premises or as per direction of the Engineer-in-Charge. Temporary casing, watering required for up-growing, safety & security of the Plant shall be provided by the agency up to the security period of the contract agreement. The Department will not entertain any payment on this account.

SPECIAL CLAUSE FOR DISMANTLING OF STRUCTURE

Scope

This work shall consist of removing, as hereinafter set forth, all types of existing structures (if any) as specified by the Engineer, which are in place but may interfere with the new construction or are not suitable to remain in place, and disposing of the resulting materials and back filling the resulting trenches and pits.

Existing structures, which are within the specified area and which are designated for removal shall be removed up to the limits and extent specified in the drawings or as, indicated by the Engineer.

Dismantling and removal operations shall be carried out with such equipment and in such a manner as to leave undisturbed, adjacent structures and any other work to be left in place.

All operations necessary for the removal of any existing structure, which might endanger new construction in the area, shall be completed prior to the start of new work.

Back-filling

Holes and depressions caused by dismantling operations shall be backfilled- with excavated or other approved materials and compacted to required density as directed by the Engineer.

Disposal of Materials

All materials obtained by dismantling operations shall be the property of the bidder shall be disposed of as directed by the Engineer with all lifts and lead .

Measurements for Payment

The work of dismantling structures shall be measured as a job.

Rate

The rates will be based on approved **RESERVE VALUE** of the dismantled structure over which **Clause XII** of the agreement (if any) or at par, *whichever is higher*, will be allowed. The same amount will be recovered from the selected bidder in the form of Demand Draft, which will be submitted to the **Executive Engineer, R.D Agartala Division, Gurkhabasti, Agartala Division, West Tripura District, Tripura.**

CONTRACTOR **EXECUTIVE ENGINEER**

SECTION- VI

DRAWINGS

DRAWINGS:

1.1 The plans enclosed with the tender are liable to the altered during execution of work as per necessity of site conditions. The premium quoted by the contractor for various items shall hold good for execution of work even with altered plans.

1.2 One set of drawings, on the basis of which actual execution of the work is to proceed shall be furnished free of cost to the contractor by the Superintending Engineer / Executive Engineer progressively according to the work program submitted by the contractor and accepted by the Superintending Engineer / Executive Engineer. Drawings for any particular activity shall be issued to the contractor at least 30 days in advance of the scheduled date of the start of the activity. However, no extra claims by the contractor toward any delay in issue of drawing or issue of any revision / change to the drawings issued earlier shall be admissible. The Superintending Engineer shall intimate the contractor 7 days in advance regarding any delay to issue of drawings, for any particular stage of works. If work gets effected due to delay to issue of drawings, for any particular stage of work the contractor shall be granted extension of time.

1.3 Signed drawings above shall not be deemed to be an order for work unless they entered in the agreement or schedule of drawings under proper alterations of the contractor and Executive Engineer or unless they have been sent of the contractor by the Executive Engineer with a covering letter confirming that the drawing in and authority for work in contract.

1.0 DISCREPANCIES:

2.1 In case of discrepancies between documents the following order of procedure shall apply:-

2.1.1 Between the written description of written dimensions in the drawings and the corresponding one in the specifications, the latter shall apply.

2.1.2 Figured dimensions shall supersede scaled dimensions. The drawings on a larger scale shall take precedence over those on a smaller scale.

2.1.3 Drawings issued as construction drawings from time to time shall supersede tender drawings and also the correspondence drawings previously issued.

Note: The contractor should not execute any component of work without obtaining the working drawings. Any work done without drawings shall be at the contractors responsibility only. Acceptance for such work will be at the discretion of the Executive Engineer.

2.0 SECRECY CLAUSE:

The drawings and specifications made available to the tenderer shall exclusively be used on the work and they are retained from passing on each plan to any unauthorized hand either in parts or in full under the provisions of Section-3 and 5 of the official secrets Act 1923. Any violation in this regard will entail suitable action under appropriate clause or official secret Act 1923.

SECTION- VII

FORMS OF SECURITY

FORM OF SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information Ms/Sri .....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.

(Signature)
for the Bank

NOTE:- In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

Deleted

PERFORMANCE BANK GUARANTEE

To

.....**(Name of the Employer)**

.....**(Address of Employer)**

WHEREAS.....(name and address of contractor) (Herein after called "the contractor") has undertaken, pursuance of contract No.....dated.....to execute.....
.....
.....(name of contract and brief description of works) herein after "The Contract."

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a Nationalized bank for the sum specified therein as security for compliance with his obligation in accordance with the contract.

AND WHEREAS we have agreed to give the contractor such bank guarantee.

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you on behalf of the contractor, up to a total of.....(amount of guarantee).....(in words), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, up on first written demand and without cavil or argument, any sum or sums within the limits of.....(amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for a demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed hereunder or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until a date 28 days from the date of expiry of Defects Liability Period of 12(twelve) months after intended completion date.

Signature and Seal of the Guarantor.....

Name of the Bank.....

Address.....

Date.....

CONTRACTOR **EXECUTIVE ENGINEER**

VOLUME - II

SECTION- VIII

BILL OF QUANTITIES

SCHEDULE –A

Date_____

To

The Executive Engineer,

R.D Agartala Division,

Gurkhabasti, Agartala,

West Tripura District, Tripura.

Authorized address for communication:-

Telephone nos:-

Mobile Nos:-

Fax no:-

Email ID:-

Name of Work: Repairing of water pipeline including installation of 2HP Submersible pump set at DDRC Office complex, Shyamali Bazar,Agartala, West Tripura.

1. I/WE offer to execute the work(s) described above and remedy any defects therein with conditions of the contract, specifications, drawings, Bill of quantities and Addenda for

a. Item rate Contract Rs**……***(NOT APPLICABLE HERE).

b. For **percentage Rate Contract**, **@**_____ ____**%** (in figures)

_____ _____ _____ (in words)

Percent below/above/ at par with the rates entered in the schedule of rates, as referred to clause 12 of ITB.

2. I/ WE undertake to commence the work(s) on receiving the notice to proceed with work in accordance with the contract documents.

3. This tender and your written acceptance of it shall constitute a binding contract between us. I understand that you are not bound to accept the lowest or any tender you receive.

I/WE hereby confirm that this tender complies with the tender validity and earnest money required by the tendering documents and specified in NIT.

Authorized Signature_____

Name and Title of Signatory_____

Name of the Tenderer_____

Address_____

CONTRACTOR **EXECUTIVE ENGINEER**

BILL OF QUANTITIES

PREAMBLE

1. The Bill of quantity shall be read in conjunction with the instruction to Tenderer, conditions of contract, Specifications and drawings.

2.1 For the construction works, the quantities given in the Schedule of quantities are estimated, and are given to provide a common basis for tendering. The basis of payment will be the actual quantities of the work ordered and carried out, as measured and verified by the Engineer and valued.

a. At the rates and prices tendered in the Schedule of quantities in the case of item rate tenders; and

b. At percentage rate above or below or at par of the schedule of rates as tendered by the contractor.

2.2 The rates and prices tendered in the priced bill of quantities shall, except in so far as it is otherwise provided under the contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations, etc. set out in the contract.

3. Discrepancies between rate in figures and words if arises, will govern by the Clause no 12 of NIT & Clause No. 21 of ITT.

4. When percentage rate tenders are invited, the Schedule of quantities will show in the tendering documents the rates used for different items.

BILL OF QUANTITIES FOR ITEM RATE TENDERS

(*NOT APPLICABLE FOR THIS TENDERING DOCUMENT)

Sl. NO.	Description of Item	Quantity	Unit	Rate		Amount
				In Figures	In words	
1.	For description of items & schedule of quantities refer page ……. To Page…… of tendering documents.					

Notes:-

1. *The item for which no rate or price has been entered in will not be paid for by the employer when executed and shall be deemed to be covered by the other rates and prices in the bill of quantities.*
2. *Unit rates and prices shall be quoted by the terderer in Indian Rupees.*
3. *Discrepancies between rate in figures and words if arises, will govern by the Clause no 12 of NIT & Clause no. 21 of ITT.*

BILL OF QUANTITIES FOR PERCENTAGE RATE TENDER(S)

Sl. No.	Description of Item	Quantity	Unit	Rate		Amount
				In Figures	In words	
1.	For description of items & schedule of quantities, refer page ….. To Page …... of Tendering documents.					

Name Of Work:- Repairing of Water pipeline in/c installation of 2HP sub-merge able pump set at DDRC office complex, Shaymalibazar, Agartala.

Item No.1
Providing fixing and laying rigid UPVC pipe conforming
IS:4985 jointing with coupler in/c testing of joint complete
As per specification and direction.

i. 40 mm dia

175.00 m @ Rs. 68.90/m = Rs. 12,057.50

Item No. 2
Installation of sumergeable pump set upto the depth of 100 ft
by GI pipe with tailpiece as required welded with GI flange in/c
providing fitting fixing by necessary rubber washer, nut and bolt
MS safety clamp etc as per required size etc and direction by engineer
in charge. (chapter 8/8.20 of SOR 15)

i. 2500 GPH capacity with 50/60 mm dia GI pipe.

01 no @ Rs. 23,131.50 = Rs. 23,131.50

Total= Rs. 35,188.00

(Rupees thirty five thousand one hundred eighty eight) only.

Prepared by
(Er. H. Barman)
Junior Engineer, Gr.-I
R.D. Agartala Division
Gurkhabasti, Agartala

TS No. 73 /EE/RDAD/ AMC ~~R.D. Block/~~
AMC. Dated 05/01/19 Technically Approved for an
amount of ₹ 35,188/ (Rupees Thirty five
Thousand one hundred Eighty Eight)

05/01/19
(Er. Mukul Majumder)
Assistant Engineer,
R.D. Agartala Division,
Gurkhabasti, Agartala.

CONTRACTOR EXECUTIVE ENGINEER