

# **TENDER DOCUMENT**

**VOLUME - I**

**SECTION- I**

**LIST OF IMPORTANT DATES**

**NOTICE INVITING TENDER**

Full Name Signature of Contractor



Executive Engineer

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

**Name of Work :** Implementation of CSS- Indigenous Breed component of NPBB under the umbrella of Rashtriya Gokul Mission/ Construction of Cattle shed to house 30 indigenous animals for upgradation with Sahiwal breed at C.V.Sc & A.H, R.K. Nagar under West Tripura, District. Group –III.

- 2. Completion period for the work** : 90 (Ninety) days
- 3. Date of Publishing of Bid** : Date 05 Month 12 Year 2018
- 4. Period of downloading of bidding documents at** : From Date 07 Month 12 Year 2018  
<https://tripuratenders.gov.in>  
To Date 21 Month 12 Year 2018
- 5. Deadline for online Bidding** : Date 21 Month 12 Year 2018, Time  
15.00 Hours
- 6. Date & Time of opening Bid/Bids** : Date 26 Month 12 Year 2018, Time  
15:00 Hours.
- 7. Place of opening of Bid(s)** : Directorate of ARDD, E-Cell, ARDD  
,P.N.Complex Agartala, West Tripura.
- 8. Last date of Bid Validity** : Date 19 Month 06 Year 2019
- 9. Officer inviting Bid** : Executive Engineer, ARDD,  
P.N.Complex Agartala, West Tripura.

**Note :** *All the above mentioned time are as per clock time of e-procurement website  
<https://tripuratenders.gov.in>*

Full Name Signature of Contractor



Executive Engineer

**GOVERNMENT OF TRIPURA  
ANIMAL RESOURCES DEVELOPMENT DEPARTMENT  
NOTICE INVITING e-TENDER**

The Executive Engineer, E-Cell, ARDD, P.N. Complex, Agartala, West Tripura invites on behalf of the Governor of Tripura, **single bid percentage rate e-tender** from the approved and eligible Contractors / Firms / Agencies of appropriate class registered with PWD / TTAADC / MES / CPWD / Railway / P&T / Other State PWD / Central & State Sector undertaking experience in PWD Form -7 (seven).

Sl. No.	Name of Work	Estimated Cost	Earnest Money	Time for Completion	Deadline for online bidding	Place, Time and date of opening of online bid	Website for online bidding	Class of Bidder
	Implementation of CSS- Indigenous Breed component of NPBB under the umbrella of Rashtriya Gokul Mission/ Construction of Cattle shed to house 30 indigenous animals for upgradation with Sahiwal bread at C.V.Sc & A.H, R.K. Nagar under West Tripura, District. Group –III. DNIeT No.- 22/EE/E-CELL/ARDD/2018-19	Rs. 19,13,208/-	Rs.19,132/-	90(Ninety) days	Up to 15.00 Hrs on 21/12/2018	Directorate of ARDD, E-Cell, ARDD,P.N.Complex Agartala, West Tripura at 15.00 Hrs on 26/12/2018	<a href="https://tripuratenders.gov.in">https://tripuratenders.gov.in</a>	Appropriate Class / category as per N/le-T

1. Bid documents consisting of qualification information and eligibility criteria of bidders, 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 complied with by the bidder, can be seen in the website <https://tripuratenders.gov.in> at free of cost between 07/12/2018 to 21/12/2018 upto 15.00 hrs
2. **Earnest Money and Bid Fee** are to be drawn separately on State Bank of India or any other scheduled Bank guaranteed by the RBI, in the shape of “**Deposit at call**” / “**Demand Draft**” in favour of the **E-Cell, ARDD, P.N. Complex, Agartala, West Tripura**.
3. Demand drafts furnished as above shall be valid for a minimum period of **03(three) months** from the last date of publishing of bid. Bid Fee of **Rs.1000.00 (Rupees one thousand)** only shall be accepted as “Deposit at call”/“Demand Draft” and is Non-Refundable.
4. The bidders exempted from depositing earnest money & bid fee in individual case by any order of State / Central Government, PSU etc. shall also have to deposit the stipulated amount of earnest money & bid fee along with the bid in the form as specified in the bid document. No claim/ plea of the bidders in this respect will be entertained.
5. Downloaded tender document is to be uploaded back and digitally signed as part of bid and as proof of acceptance of all terms, conditions etc. in the tender document.
6. Bid shall be uploaded in single-bid system with all Pre-Qualification and other details. Bidder shall participate in bid online through website <https://tripuratenders.gov.in>, for which they shall register/enroll themselves in the same website. **Submission of bids physically is not permitted.**
7. To participate in bid, the bidder shall have a valid **Class 2/Class 3 Digital Signature Certificate (DSC)**, obtained from the certifying authorities enlisted by Controller of Certifying Authorities (CCA) at <http://cca.gov.in>
8. Bids will be opened online through website <https://tripuratenders.gov.in> at 15.00 Hrs on 21/12/2018. in the office of the **Directorate of ARDD, E-Cell, ARDD, P.N.Complex Agartala, West**

Full Name Signature of Contractor

  
Executive Engineer

**Tripura e .** If the office happen to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. The Bidders shall have to include the scan copy of "Demand Draft" / "Deposit at call" (as a single PDF file in 100 dpi resolution), against the related Bid Fee & Earnest money, along with Prequalification Details. The Bidder shall also have to deposit both the original "Demand Draft" / "Deposit at call", only in a sealed envelope depicting DNleT No. and the Bidders Name & Address at office of The **Executive Engineer, E-Cell, ARDD ,P.N.Complex, Agartala, West Tripura** up to 3.00 PM on 24/12/2018. If the office happen to be closed on the last date of receipt of the sealed covers as specified above, the same will be received on the next working day up to same time at same venue. If a bidder is enlisted in the Tripura PWD as well as in MES, P&T, Railways or State PWDs he shall be eligible to bid for works up to the amount permitted by virtue of his enlistment in the Tripura PWD even if he may be authorized to bid for bigger works in the CPWD/ MES/P&T and/or Railways.

9. Bids of intending bidders who are near relatives of Divisional Accountant or Director or Executive Engineer or Assistant Engineer or Junior Engineer of the Circle in which the work is to be executed, will be rejected. **Note :** A near relative includes wife, husband, parents, in-laws, children, brothers, sisters, uncles, aunts and cousins.
10. No Engineer of Gazetted rank or other official employed in the Engineering or Administrative duties in an Engineering Department of the State Government is allowed to work as a bidder 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 bidder or any of his employees is found any time to be such a person who has not obtained the permission of the Government as stated above before submission of the bid or engagement in the bidder's service.
11. If the percentage quoted in the pre-defined BOQ by a bidder is found to be either abnormally high or due to unethical practices adopted at the time of bidding process, such bids shall be rejected.
12. Each Bidder shall submit only one bid for the work. A bidder who submits more than one bid will cause disqualification of all the bids submitted by the bidder.
13. The bidder, at the bidders 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 bid for entering into a contract, for construction of the work. The costs of visiting the site shall be at the Bidder's own expense.
14. The bid for the work shall remain valid for acceptance for a period **180 (one hundred eighty) days** from the last date of submission of the bid.
15. If the bidder withdraws his bid 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%.
16. In case the bidder fails to commence the work specified in the bidding 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.

#### 17. Rate Quotation

- a. Bidder shall **quote rate in percentage below / above /at par in figures only** in the Bill of Quantity (BOQ) which is in **MS-Excel (macro enabled)** and should be downloaded from the e-procurement application <https://tripuratenders.gov.in> and the same BOQ should be filled up properly and uploaded as a part of bid with digital signing.
- b. Name of bidder must be written in the appropriate field of Bill of Quantity (BOQ) by bidder.

Full Name Signature of Contractor



Executive Engineer

**18. Earnest money given by all bidder's except the 1<sup>st</sup> and 2<sup>nd</sup> lowest bidder shall be refunded preferably within a week from the date of receipt of bids.** Earnest money of the 2<sup>nd</sup> lowest bidder will be refunded on finalization of the bid or expiry of the validity period whichever is earlier.

**19.** The security deposit will be collected by deductions from the running bills of the Bidders at the rate mentioned below and the earnest money will be treated as part of security deposit. Performance security only for bids with quoted rate less than the 15% of the estimated cost of work put to bid) 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 Bidder till the sum along with the earnest money equal to amount of 10% of the bided value of the work subject to following limit.

- a. Bided value up to `100.00 lakh Security Deposit @ 10% subject to maximum of `5.00 lakh.
- b. Bided value above `100.00 lakh up to `200.00 lakh Security Deposit @10% subject to maximum of `15.00 lakh.
- c. Bided value above `200.00 lakh Security Deposit @10% subject to maximum of `25.00 lakh. In addition, the Bidder shall be required to deposit an amount equal to maximum 5% of the bided value of the contract as Performance Security (only for bids with quoted rate less than the (-) 15% of the estimated cost of work put to bid) within the period prescribed for commencement of work in the letter of award issued to him as per condition given in the NIT for single bid system.

For Bids up to 15% less than the estimated contract value of work, no additional security deposit is required. But for bid less than 15% of the Estimated Contract Value of work, the difference between the bided amount and 85% of the estimated contract value, shall be paid by the successful bidder 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.

**20.** The bidders exempted from depositing security deposit & additional security deposit in individual case by any order of State / Central Government, PSU etc. shall have to deposit the stipulated amount of security deposit & additional security deposit in the manner as specified in the bid document. No claim/ plea of the bidders in this respect will be entertained.

**21.** The percentage rate quoted by the Bidder 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 Bidder will have to pay for the performance of this contract. The employer will perform such duties about the deduction of such taxes at source as per applicable law.

**22.** Other details can be seen in the bid document.

**Executive Engineer  
E-Cell, ARDD,  
P.N.Complex, Agartala.**



**Full Name Signature of Contractor**

**Executive Engineer**

**SECTION - II**

**INSTRUCTIONS TO TENDERERS**

Full Name Signature of Contractor



Executive Engineer

**TABLE OF CONTENTS**

**INSTRUCTIONS TO TENDERERS.**

<b>CLAUSE</b>	<b>ITEM</b>
<b>A.</b>	<b>GENERAL</b>
<b>1</b>	General
<b>2</b>	Firms Eligible to bid
<b>3</b>	Qualification data of the bidders
<b>4</b>	No of bid per bidder
<b>5</b>	Cost of bidding
<b>6</b>	Site Visit
<b>B.</b>	<b>TENDER DOCUMENT</b>
<b>7</b>	Contents of bid document
<b>8</b>	Clarification on bid Documents
<b>9</b>	Amendment to bid Documents
<b>C.</b>	<b>PREPARATION OF TENDERS.</b>
<b>10</b>	Language of the bid
<b>11</b>	Documents comprising of the bid
<b>12</b>	Bid Offer
<b>13</b>	Validity of bids
<b>14</b>	Earnest Money
<b>15</b>	Alteration
<b>D.</b>	<b>SUBMISSION OF TENDERS.</b>
<b>16</b>	Submission of bids
<b>17</b>	Last date / time for Submission of the bid(s).
<b>18</b>	Late bids
<b>E.</b>	<b>TENDER OPENING AND EVALUATION</b>
<b>19</b>	Bid opening
<b>20</b>	Evaluation and Comparison of bid(s).
<b>21</b>	Discrepancy in bid percentage quoted
<b>22</b>	Process to be Confidential
<b>F.</b>	<b>AWARD OF CONTRACT</b>
<b>23</b>	Award Criteria
<b>24</b>	Notification of Award and Signing of Agreement
<b>25</b>	Corrupt or Fraudulent Practices

Full Name Signature of Contractor



Executive Engineer



**INSTRUCTIONS TO BIDDERS**

**A. GENERAL**

**Name of Work** : : Implementation of CSS- Indigenous Breed component of NPBB under the umbrella of Rashtriya Gokul Mission/ Construction of Cattle shed to house 30 indigenous animals for upgradation with Sahiwal breed at C.V.Sc & A.H, R.K. Nagar under West Tripura, District. Group –III.

**General**

- i)** The **Executive Engineer, E-Cell, ARDD, P.N.Complex, Agartala, West Tripura** invites bid(s) for the above work during the period, for which dates and time specified in the Nle-T and will be opened by the Executive Engineer, E-Cell, ARDD, P.N.Complex, Agartala, West Tripura or his nominee at his office on the date and time mentioned in the NIT.
- ii)** The bid document shall be available in the prescribed form through e-procurement application <https://tripuratenders.gov.in>.
- iii)** To participate in the bid, the bidder shall have a valid **Class 2/Class 3 Digital Signature certificate (DSC)**, obtained from either of the certifying authorities, enlisted by Controller of Certifying Authorities (CCA) at <http://cca.gov.in>
- iv)** The Bidder shall Enroll himself/herself in the e-procurement website <https://tripuratenders.gov.in> and obtain User ID and Password for bidding.
- v)** On publication of the bid, bidder shall download the DNle-T and all the work items from website as mentioned in the DNle-T and minutely go through the instructions/terms conditions/critical dates/eligibility criteria of the DNle-T.
- vi)** Downloaded DNle-T document is to be uploaded back and digitally signed as a part of bid, and as a proof of acceptance of all terms conditions in the DNle-T.
- vii)** The Bidders shall have to include the scan copy of “Demand Draft”/ “Deposit at call” (as a single PDF file), against related Bid Fee & Earnest money, along with Pre-Qualification Details. The Bidder shall also have to deposit both the **original** “Demand Draft”/ “Deposit at call”, only in a sealed envelope to the “E-Cell, ARDD, P.N.Complex, Agartala, West Tripura” (sealed envelope should be depicted with the DNle-T No. and Bidders Name & Address) within 3.00 P.M. on 13/12/2018.
- viii)** The Bidders shall have to scan all the required documents mentioned in this DNle-T except ‘DNle-T’ & ‘BOQ’, into PDF format of **100 dpi resolution**, for uploading as part of Bid.
- ix)** Bill of Quantity (BOQ), which is the percentage Rate quoting sheet in MS-Excel shall be downloaded, filled up properly and uploaded with the bid after digital signing. The Bidder shall always open the BOQ sheet with Macro Enabled.
- x)** The dates stipulated in the bid notice are firm and under any circumstances, they will not be relaxed unless officially extended.
- xi)** Bidders are allowed to bid 24x7 until the time of Bid closing, with option for Re-Submission, wherein only their latest submitted Bid would be considered for evaluation. The e-Procurement website will not allow any Bidder to attempt bidding, after the scheduled date and time.
- xii)** **Bidders shall furnish a declaration (Annexure-II of pre-qualification information) as a part of bid that they are not been blacklisted by any department in Tripura. Any wrong declaration in this regard which comes to notice at a later date will disqualify them and the bids so received will be rejected.**
- xiii)** The successful bidder is expected to complete the work within the time-period specified in the Nle-T.

Full Name Signature of Contractor

  
Executive Engineer

**2. Firms Eligible to Bid:**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 Whatever 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 bidders.

**2. Firms Ineligible to bid:**

- i) A retired officer of the Govt. of Tripura or Govt. of India executing works is disqualified from bidding for a period of two years from the date of retirement without the prior permission of the Government.
- ii) The Bidder who has employed any retired officer as mentioned above shall be considered as an ineligible bidder.
- iii) The Bidder 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 Bidder's employment within a period of 2 years from the date of his retirement.
- iv) The Bidder 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 bid or engagement in the Bidder's service.
- v) Bidder shall not be eligible to bid 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 Bidder 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 bidder is liable to be removed from the list of approved Bidders and his contract is liable for cancellation.

**Note: Near relatives include**

- a) Sons, step sons, daughters, and step daughters.
- b) Son-in-law, and daughter-in-law.
- c) Brother-in-law, and sister-in-law.
- d) Brothers and sisters.
- e) Father and mother.
- f) Wife and Husband.
- g) Father-in-law and Mother- in- law.
- h) Nephews, nieces, uncle and aunties.
- i) Cousins and
- j) Any person residing with or department on the Bidder.

**4. Pre-Qualification data of the Bidders**

**i)The bidder should satisfy the pre-qualification criteria as fixed here under and in case any bidder is not found satisfying any of such criteria as fixed, his/her bid will be summarily rejected.** The bidder shall furnish the following particulars in the PDF of 100 dpi resolution.

- a) Copies of documents relating to the **(i) Registration of the firm/Registration as Civil Bidder/Partnership deed/Articles of Association, (ii) Professional Tax clearance certificate, (iii) Sales Tax clearance/GST registration certificate, (iv) Valid license regarding engagement of workers in the contract works from Labour Department, Government of Tripura, etc.**

Full Name Signature of Contractor



Executive Engineer

**Note:** The Partnership firms, which are registered as Bidders 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 bid will be rejected. The intimation of change of partners if any and the acceptance by the Registration authority may be enclosed.

ii) Bids from Joint Ventures are not acceptable unless specifically stated otherwise.

**iii) QUALIFICATION CRITERIA.**

A) Each bidder should further demonstrate.

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.

iv) Even though the bidders 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 bidding for the same work and had quoted unreasonably high bid percentage and
- ✓ Even while execution of the work, if found that the work was awarded to the Bidder based on false / fake certificates of experience, the Bidder will be blacklisted and necessary action will be taken as per rules.

v) For bids up to 15% less than the estimated contract value of work, no additional security deposit is required. But for bids less than 15% of the **Estimated Contract Value (ECV)** of work, the difference between the bided amount and 85% of the Estimated Contract Value, shall be paid by the successful bidder 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 bidder is found to be either abnormally high or it is found that unethical practices is adopted at the time of bidding process, such bids shall be rejected.

b) A bidder submitting a bid which the bid 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 bidding or for such period as the bid accepting authority may decide. The bidder 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 bidder 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. Number of Bid per Bidder:**

i) Each Bidder shall submit only one Bid for the work. A bidder who submits more than one bid will cause disqualification of all the bids submitted by the bidder.

Full Name Signature of Contractor



Executive Engineer

### **5. Cost of Bidding**

i) The bidder shall bear all costs associated with the preparation and submission of his Bid and the bid inviting authority will in no case be responsible and liable for those costs.

### **6. Site Visit.**

i) The Bidder, at the bidder'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 bid for entering into a contract, for construction of the work. The costs of visiting the site shall be at the bidder's own expense.

## **A. BID DOCUMENT**

### **7. Contents of Bid document.**

i) One set of Bid document, comprises of the following:

- i. Notice Inviting Bids (NIT).
- ii. Instruction to Bidders.
- iii. Forms of Bid and qualification data of the bidder.
- iv. Conditions of Contract.
- v. Specifications.
- vi. Drawings.
- vii. Forms of Securities, i.e. EMD, Additional Security etc.
- viii. Bill of Quantities.

### **8. Clarification on Bid Documents**

i) A prospective Bidder requiring any clarification on Bid documents may seek clarification tender document may contact the Tender Inviting Officer at the address indicated in the DNIe-T.

### **9. Amendment to Bid Documents**

i) **Before** the last date for submission of Bids, the bid Inviting Officer may modify any of the Contents of the Bid Notice, Bid documents by issuing amendment / Addendum/corrigendum.

ii) Any addendum/amendments/corrigendum issued by the bid Inviting Officer shall be part of the bid Document and it shall be published in the e-procurement application at <https://tripuratenders.gov.in>. Registered Bidders shall be notified of the related Corrigendum(s) by e-mail. However, ARDD, Govt. of Tripura shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Bidders are requested to visit the website frequently to check whether there is any related Corrigendum(s) or not.

iii) To give prospective Bidders reasonable time to take an addendum / amendments / corrigendum into account in preparing their bids, the Bid Inviting Officer may extend if necessary, the last date for submission of bids.

## **B. PREPARATION OF BIDS**

### **10. Language of the Bid.**

I) All documents relating to the bid shall be in the English Language only.

### **11. Documents comprising of the Bid.**

i) The bid comprise the following.

- a. Drawings.
- b. Qualification Information and supporting documents of the bidders.
- c. Bill of Quantities (BOQ) and the Bid Offer.

Full Name Signature of Contractor



Executive Engineer

## 12. Bid Offer:

- i) Bill of Quantities (BOQ) called Schedule "A" and the bid offer accompanies the bid document as Volume-II. It shall be explicitly understood that the Bid 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 Bidder shall be applicable only to Part-I. The bidders 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.
- ii) For percentage rate tender, the Bill of Quantities (BOQ) contains the quantities & rates worked out by the Department and the amount for each item and total value of the estimated contract. The bidder should work out his own rates keeping in view the work, site conditions and **quote his overall bid percentage (in figures only) in MS Excel BOQ sheet** with which he intends to execute the work. Thus, the total amount (for overall quoted bid percentage) as computed through Macro Enabled MS Excel BOQ Sheet would be the quoted offered amount for the work, which will be shown in figures & words automatically.
- iii) The bid offer shall be for the whole work and not for individual items / part of the work.
- iv) All duties, taxes, and other levies payable by the Bidder as per State / Central Government rules or value added tax (VAT) shall be included in the bid percentage / rate quoted by the bidder.
- v) The bided contract amount as computed based on overall bid percentage is subject to variation during the performance of the Contract in accordance with variation in quantities etc.

## 13. Validity of Bids:

- i) Bids shall remain valid for a period of not less than **180 (one hundred eighty) days** from the last date of bidding specified in NIT.
- ii) During the above-mentioned period, no plea by the bidder for any sort of modification of the bid based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.
- iii) In exceptional circumstances, prior to expiry of the original time limit, the Bid Inviting Officer may request the bidders to extend the period of validity for a specified additional period. Such request to the Bidders shall be made in writing. A Bidder may refuse the request without forfeiting his E.M.D. A Bidder agreeing to the request will not be permitted to modify his Bid, but will be required to extend the validity of his E.M.D. for a period of the extension.

## 14. Earnest Money Deposit

- i) The Bidder shall furnish, Earnest Money Deposit equivalent to 1.00% of ECV along with the bid. (As specified in NIT)  
This earnest money deposit (EMD) can be in the form of:
  - a) A bank Demand Draft on any scheduled bank / Nationalized bank.
  - b) Deposit at Call on any scheduled bank / Nationalized bank.
- ii) Demand Drafts furnished towards EMD along with bid shall be valid for a period of **3 (three) months** from the last date of receipt of bid or more.
- iii) **Earnest money given by all bidder's except the 1<sup>st</sup> and 2<sup>nd</sup> lowest bidder, shall be refunded preferably within a week from the date of receipt of bids.** Earnest money of the 2<sup>nd</sup> lowest bidder will be refunded on finalization of the bid or expiry of the validity period whichever is earlier.

Full Name Signature of Contractor



Executive Engineer

iv) The earnest money deposited by the successful bidder will not carry any interest and it will be dealt with as provided in the conditions stipulated in the bid.

v) The E.M.D. shall be forfeited.

- (a) **In 50%**, if the Bidder withdraws the Bid during the validity period of Bid.
- (b) **In full**, In case the Bidder fails to commence the work specified in the bid documents on 15<sup>th</sup> 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 bidder 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 bid will be void.

### C. SUBMISSION OF BIDS

#### 16 Submission of Bids:

16.1 The Bidders, who are desirous of participating in bid, shall submit their Pre-Qualification and other details etc., in the Standard formats prescribed in the bid documents through the application <https://tripuratenders.gov.in>

#### 16.2 List of documents to be scanned and uploaded:

A. **Documents to be kept in "My Document" folder of Bidder:** The following documents, as per standard format detailed in bid document, or as per standard dictated by Regulatory/ Statutory bodies, shall be scanned and uploaded along with the bid document as per requirements.

For ease of bidding, the bidders shall scan the following documents at 100 dpi resolution and upload them as per the folder structure provided in his/her "My Document", which is provided free of cost to all bidders, post his/her registration in the application <https://tripuratenders.gov.in>. This operation is expected to be completed, before commencement of actual bidding by the bidder.

Sl.	Folder Name	Documents to be uploaded
1.	<b>BIS/ Mfg lic/ Dealership</b>	Copies of documents relating to the i) <b>Registration of the firm</b> /Registration as Civil Bidder/Partnership deed/ Articles of Association, ii) <b>Valid license</b> regarding engagement of workers in the contract works from Labour Department, Government of Tripura, etc.
2.	<b>DNleT Document</b>	iii) <b>Downloaded DNleT</b> as a proof of acceptance of all terms conditions in the DNleT.
3.	<b>Tax related document</b>	Copies of documents relating to the iv) <b>Professional Tax Clearance</b> certificate, <b>Sales Tax Clearance / GST</b> certificate,
4	<b>Misc. Document</b>	Any other relevant & applicable documents

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

Full Name Signature of Contractor

  
Executive Engineer



**B. Documents required during actual Bidding:** In addition to the documents kept in “My Document” folder, the following documents are also to be uploaded to the e-Procurement application during actual bidding.

- i) Scanned copy of “Demand Draft” or “Deposit at Call receipt” of any Scheduled Bank guaranteed by RBI against EMD and scanned copy Demand Draft of any Scheduled Bank guaranteed by RBI towards bid fee, both in a single PDF.
- ii) Checklist as per **Annexure-I** (Qualification Information, Section-III)
- iii) Declaration of the Bidder as per **Annexure-II** (Qualification Information, Section-III)
- iv) Undertaking as per **Annexure-III** (Condition of Contract, Section-IV)
- v) Schedule-A as per **Annexure-IV** (Bill of Quantities, section-VI)
- vi) **Bill of Quantity (BOQ)**. (Bill of Quantities, section-VI)

**Note-1:**

**Bidder shall take separate printout** of the formats of Checklist (**Annexure-I**), Declaration (**Annexure-II**), Undertaking (**Annexure-III**) and Schedule-A (**Annexure-IV**). He / She shall **fill the necessary information & put signature (mandatorily with black ink) with stamp/seal, and then scan them into PDF (in 100 dpi resolution)**. Finally **those documents** should be **uploaded (with digital signing)** either in Bidder’s “My Document” or actual bidding, as the case may be.

16.3 **If any of the certificates/documents furnished by the Bidder, found to be false / fabricated / bogus, the bidder will be liable to blacklisted and their E.M.D. will be forfeited.**

**17 Last date / time for Submission of the Bids.**

17.1 Bids 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 Bids by issuing an amendment in which case all rights and obligations of the Executive Engineer and the bidders will remain same as previously.

**18 Late Bids.**

18.1 **The e-Procurement application <https://tripuratenders.gov.in> will not allow any Bidder to attempt bidding, after the scheduled date and time prescribed in NIT.**

**D. BID OPENING AND EVALUATION**

**19 Bid Opening**

19.1 The bids will be opened online by the Bid opener **the Executive Engineer, E-CELL, ARDD, Agartala, West Tripura** at the time, date and venue as specified in the bid documents. Bids shall be scrutinized in accordance with the conditions stipulated in the Bid document. In case of any discrepancy of non-adherence Conditions, the Bid accepting authority shall communicate the same which will be binding both on the bid Opening authority and the Bidder. In case of any ambiguity, the decision taken by the Bid Accepting Authority on bids shall be final.

**20 Bid Evaluation and Comparison of Bids.**

20.1 All the statement, documents, certificates, demand draft/bank guarantee, BOQ (bill of quantity) etc., shall be submitted/uploaded by the bidder will be verified, for evaluation of bids. The clarifications, particulars, if any, required from the bidders, will be obtained by addressing the bidders. Bids will be evaluated against the specified parameters / criteria same as in the case of conventional bids and the qualified bidders will be identified. The result of bids evaluation can be seen in the e-procurement application <https://tripuratenders.gov.in> by all the bidders who participated in the Bid.

Full Name Signature of Contractor

  
Executive Engineer

20.2 The '**BOQ Comparative Chart**' generated & displayed by system through the e-procurement portal, after the opening of Bid, will show the amount calculated based on percentage rate quoted by the bidders. **The bidder shown as lowest (L1) in the bid rank of the 'BOQ Summary Details', may not be the lowest always.** The prescribed authority in the Department will prepare a '**Comparative Statement**' considering all parameters as per conditions given in the bid document. This '**Comparative Statement**', **declaring lowest bidder (L1), will be displayed in the e-procurement portal subsequently.**

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

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

## 21 Discrepancy in Bid percentage quoted.

21.1 Bids shall be scrutinized in accordance with the conditions stipulated in the Bid document. **Bidder shall quote rate in percentage in figures only. BOQ (in MS-Excel format) shall be open with Macro Enabled for automatic conversion from figures to words.** In case of any ambiguity, the decision taken by the Bid Accepting Authority on Bidders shall be final

## 22 Process to be Confidential.

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

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

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

## E. AWARD OF CONTRACT

### 23 Award Criteria

23.1 The Executive/ Superintending Engineer / Chief Engineer will award or recommend to the Competent bid accepting authority for award of the contract to the Bidder who is found Technically Qualified as per the Bid conditions and whose **Offer Rate is lowest.**

23.2 The bid accepting authority reserves the right to accept or reject any Bid or all bids and to cancel the Bidding process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the reasons for such action.

### 24 Notification of Award and Signing of Agreement.

24.1 The Bidder whose Bid has been accepted will be notified of the award of the work by the Executive/ Superintending Engineer or any authorized official, prior to expiration of the Bid 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 Bidder in consideration of the execution, completion, and maintenance of the Works by the Bidder as prescribed by the Contract (hereinafter and in the Contract called the "Contract Amount").

Full Name Signature of Contractor



Executive Engineer



24.2 When a bid is to be accepted the concerned bidder 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 bid, the bidders 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 Bidder 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 Bidder and then by the proper officer authorized to enter into contract on behalf of the Government.

24.3 The successful bidder has to sign an agreement within a period of 15 days from the date of receipt of communication of acceptance of his bid. On failure to do so his bid 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 bidder.

## **25 Corrupt or Fraudulent Practices**

25.1 The Government require that the bidders / suppliers / Bidders 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 anything 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 Bidders (prior to or after Bid submission) designed to establish in Bid 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 Bidder 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) Furthermore, Bidders shall be aware of the provisions stated in the General Conditions of Contract.

Full Name Signature of Contractor



Executive Engineer

**SECTION - III**

**FORMS OF TENDER**

**QUALIFICATION INFORMATION**

Full Name Signature of Contractor



Executive Engineer

QUALIFICATION INFORMATION

Annexure - I

CHECKLIST TO ACOMPANY THE BID

<b>SL. No.</b>	<b>Description</b>	<b>Submitted</b>
<b>1</b>	<b>2</b>	<b>3</b>
1	Copies of documents relating to the <b>Registration of the firm</b> , Registration as Civil Bidder, Partnership deed, Articles of Association	Yes / No
2	Copy of <b>Professional Tax clearance certificate</b>	Yes / No
3	Copy of <b>Sales Tax clearance / GST certificate</b>	Yes / No
4	Copy of <b>valid license regarding engagement of workers</b> in the contractworksfrom Labour Department, Government of Tripura	Yes / No
5	<b>Downloaded DNleT</b> as a proof of acceptance of all terms conditions in the DNleT.	Yes / No
6	Declaration of the Bidder as per <b>Annexure-II</b>	Yes / No
7	Undertaking as per <b>Annexure-III</b>	Yes / No
8	Schedule-A as per <b>Annexure-IV</b>	Yes / No
9	Bill of Quantities	Yes / No
10	<b>Corrigendum</b> , if any	Yes / No

**Signature of the Bidder**

**Full Name Signature of Contractor**



**Executive Engineer**

**DECLARATION**

I / we ..... have gone through carefully all the Bid 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 Bidder**

**Full Name Signature of Contractor**



**Executive Engineer**

**SECTION- IV**

**CONDITIONS OF CONTRACT**

Full Name Signature of Contractor



Executive Engineer

Undertaking

Date: .....

To,  
**The Executive Engineer,**  
**E-Cell, ARDD**  
**Agartala, West Tripura.**

Sir,

I / We do hereby bid and if this bid be accepted, under take to execute the following work viz Innovative Pig Development Project for North East (IPDNE)" under National Livestock Mission/Renovation of Furrowing shed and approach road at CLF Birchandra Manu /Group-I.

As shown in the drawings and described in the specifications deposited in the office of **the Executive Engineer, E-Cell, ARDD Agartala, West 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/less, at par on E.C.V., in **Bill of Quantities (BOQ) in figures only**, 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 not tampered with the provided Bill of Quantity (BOQ) and I/WE have uploaded the same downloaded BOQ after filling in the necessary fields.

I/WE agreed to keep the offer in this bid valid a period of **180 (ONE HUNDRED EIGHTY) days** mentioned in the bid notice and not to modify the whole or any part of it for any reason within above period. If I/WE withdraw the bid 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 bid I/We have carefully followed the instructions in the bid 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 bid a crossed "Demand Draft"/ "Deposit at Call Receipt" (No.....dated:.....) for Rs.....as earnest money not to bear interest.

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

IF MY/OUR bid 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 **180 (ONE HUNDRED EIGHTY) days** from last date of receipt of this bid, whichever is earlier. If my /our bid 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 bid, and if I/We fail to make the additional security deposit or to enter into the

CONTRACTOR

  
 EXECUTIVE ENGINEER

required agreement as defined in condition-3 of the bid 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.

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

Name	Qualifications

I/WE will deploy the **technical staff** (as per **Statement-II** of this Bid document) 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 pay extra attention to such works as required special attention (e.g.) Reinforced concrete work etc.

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 bid condition.

#### **BIDDERS / BIDDER'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 bid, before I/We submit such bid 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, 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 bid 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.

**CONTRACTOR**

  
**EXECUTIVE ENGINEER**

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

#### **UNDERTAKING OF THE BIDDER.**

- 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 bids after buying the bid 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 bid.

#### **Address of the Bidder :**

**Phone No.:-**

**Fax No.:-** -

**Email No.:-**

**Note:** If an individual makes the bid, it shall be digitally signed by him/her and the undertaking shall also be signed with his/her full name and his/her address. If a firm makes the bid, a member of the firm shall digitally sign it and the undertaking shall be signed with the co-partnership name by the same member of the firm, who shall also sign his/her own name, and the name and address of each member of the firm shall be given. If the bid is made by a corporation, it shall be digitally signed by a duly authorized officer and the undertaking shall also be signed by the same duly authorized officer who shall produce with his/her bid satisfactory evidence of his/her authorization. Such corporation submitting bids may be required to furnish evidence of its corporate existence, before the contract is executed.

#### **SIGNATURE OF THE BIDDER**

**CONTRACTOR**

  
**EXECUTIVE ENGINEER**



**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 in force 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 Cofferdams.**

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.

**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.

CONTRACTOR

  
EXECUTIVE ENGINEER

**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 2015** 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.

**A. TIME FOR COMPLETION**

**23. Program:**

23.1 The total period of completion is **45(Fourty Five) days** 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

**CONTRACTOR**

  
**EXECUTIVE ENGINEER**

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.

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 of 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 terminated 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.

**B. 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.

**C. 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 15<sup>th</sup> 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 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.

In addition to deduction of Income Tax & 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 VAT 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 Lakhs per Bill.
- c. For work costing Rs. 10.00 Lakhs to Rs. 1 crore – Running Account payment bill shall not be less than Rs. 2 lakhs.
- 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 Retention:**

44.1 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.

44.2 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.

44.3 On completion of the whole works, the Contractor may substitute retention money with an “on demand” Bank Guarantee.

**45 Liquidated Damages:**

45.1 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

CONTRACTOR

  
EXECUTIVE ENGINEER

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 Mobilization Advance**

**46.1** The contractors for works exceeding more than Rs.1.00 Crore of estimated contract value are permitted to avail the facility of mobilization advance in two installments equivalent to 10% of the contract amount (5% for labour mobilization and 5% for machinery and equipment) named in the letter of acceptance payable as per above. Payment of the loan will be done under separate certification by the Executive Engineer after (I) Execution of the form of agreement by the parties there to (ii) Provisions by the contractor of the further security in accordance with relevant condition and (iii) provision by the contractor of a Bank Guarantee from scheduled Bank acceptable to the Executive Engineer for an amount equal to 12% (which includes 2% for the interest charges) of a contract amount as indicated in the letter of acceptance towards the first installment of the advance mobilization loan, such bank guarantee to remain effective until the said advance loan has been completely repaid by the contractor out of the current earnings under the contract and certified accordingly by the Executive Engineer The 'Advance mobilization loan' will be paid in 30 days after fulfilling the above – i, ii, and iii items. Advance mobilization loan will be paid only in case of contracts with estimated contract value exceeding Rs.100 lakhs. The rate of mobilization charge for works costing above Rs. 500.00 lakhs will be paid at 10% contract amount up to Rs.500 lakhs and for the rest amount at 5% of Estimated cost.

**46.2** A form of Bank Guarantee acceptable to Executive Engineer is indicated (under formats of Securities). The advance mobilisation loan shall be used by the contractor exclusively for mobilization expenditures, including the acquisition of constructional plant, in connection with the works. Payment of the second installment of advance mobilization loan equivalent to 5 percent of the contract amount will be due within a period of 9(nine) months for local purchase of machinery and equipment and within one year in case the machinery and equipment has to be imported under separate certification by the Engineer-in-Charge after (I) The value of the machinery and equipment procured, and brought to site and/or ordered (satisfactory evidence to be produced) by the contractor assessed at 100% for new machinery and 50% for old machinery brought to site and in working condition is equivalent to 5 percent of the contract amount already paid as first advance loan and (ii) Furnishing by the contractor of a bank guarantee for an amount equal to 6 percent (one percent towards interest) of the contract value.

**46.3** Should the contractor misappropriate any portion of the advance loan, it shall become due to the Executive Engineer and payable immediately in one lump by the contractor and no further loan will be considered thereafter.

**46.4** The above advance shall bear an interest of 15% per annum. The interest on the amounts paid as advance is chargeable from the date the amount is paid. However if completion is delayed by circumstances beyond control of the contractor for which an extension has been granted by the Executive Engineer / Superintending Engineer the interest charges on such advances shall be waived for the period of extension.

**46.5** The value of Bank Guarantee for the advance payment given to the contractor can be progressively reduced by the amount repaid by the contractor as certified by the Executive Engineer.

#### **46.6 Recovery of advances :**

**46.6.1** The advance loan together with interest at the rate of 15% as specified in the above shall be repaid within percentages deductions from the intermediate payments under the contract. Deduction shall commence in the next interim payment following that in which the total of all such payments to the contractor have reached 10 percent of the contract amount and shall be made at the rate of 20 percent of amount of all interim payments in which the loan was made together with interest payable up to that date, until such time as the loan together with interest at the rate specified in para above shall be completely repaid prior to the expiry of the original time for completion.

#### **47 Securities:**

**47.1** 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

CONTRACTOR

  
EXECUTIVE ENGINEER



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.

**48 Cost of Repairs:**

**48.1** 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**

**49 Completion:**

**49.1** 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.

**50 Taking Over:**

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

**51 Final Account:**

**51.1** 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 within 56 days of receiving the Contractor's revised account.

**52 Termination:**

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

**52.2 Fundamental 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 of 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.

**52.3** Notwithstanding the above, the Department may terminate the contract for convenience.

**52.4** 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.

CONTRACTOR

  
EXECUTIVE ENGINEER

**52.5** 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 Engineer-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 less 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.

### **53 Payment upon Termination:**

**53.1.1** 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.

### **54 Property:**

**54.1** 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.

### **55 Release from Performance:**

**55.1** 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 afterwards to which commitment was made.

#### F. Special Conditions

##### 56 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.

##### 57 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.

##### 57.1 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.

##### 58 Land:

##### 58.1 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.

##### 58.2 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.

CONTRACTOR

  
EXECUTIVE ENGINEER



**58.3 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.

**59 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.

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

**60 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.

**61 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 conform 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.

**62 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, in 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.

**62.1 Transportation 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.

CONTRACTOR

  
EXECUTIVE ENGINEER

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.

### 63 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.

### 64 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 or piecework notified by the Government from time to 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.

**CONTRACTOR**

  
**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.

#### 65 Indemnity Bond:

**Name of work:-** Innovative Pig Development Project for North East (IPDNE)" under National Livestock Mission/Renovation of Furrowing shed and approach road at CLF Birchandra Manu /Group-I.

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.

#### 66 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.

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

CONTRACTOR

  
EXECUTIVE ENGINEER

- 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.
- 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.

## **68 Liabilities of the Contractor:**

### **68.1 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.

**68.2** 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.

**68.3** 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.

## **69 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.

CONTRACTOR

  
EXECUTIVE ENGINEER



**(c) If the contractor / agency does not employ the technical person as per stipulation in clause 3.3(A) of the NIT, within 30 days from the date of work order contractor / agency shall be liable to pay a sum of `4,000.00 (Rupees four thousand) for each month in the case of Graduate Engineers and `2,000.00 (Rupees two thousand) for each month in the case of Diploma Engineers.**

**70 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.

**71 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.

**72 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.

**73 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.

**74 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.

**75 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.

**76 Plant and Equipment:**

**76.1** 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.

**76.2** 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.

**76.3** 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-

**CONTRACTOR**

  
**EXECUTIVE ENGINEER**

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. **The hire charge of tools & plants/machineries shall be as follows: Road Roller : @Rs.960/- (Rupees Nine hundred sixty) only per day.**

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

**77 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.

**78 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.

**79 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.

**80 General obligations of Contractor:**

**80.1** 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.

**80.2** 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.

**80.3** 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.

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

**81 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.

### **82 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.

### **83 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.

### **84 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 smoothed 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

**CONTRACTOR**

  
**EXECUTIVE ENGINEER**



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.

#### **85 Preservation of existing vegetation:**

- a) It will be obligatory for the contractor to produce forestclearance certificate from 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 ,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.
- d) 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.

#### **86 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.

#### **87 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.

**88 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.

**89 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.

**90 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.

**91 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 annul 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 of the work, the decision of the Engineer-In-Charge, which shall be given in writing shall be binding on the contractor.

**92 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.

**93 Income tax:**

- a) During the currency of the contract deduction of income tax shall be made from the gross value of each bill of the contract and procedure stipulated as per the prevailing rate 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.

**94 Sales tax:**

**94.1** The provisional deduction of VAT/Sales Tax at source shall be at the rate as notified by the Govt. from time to time.

**94.2** 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.

CONTRACTOR

  
EXECUTIVE ENGINEER

**95 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 98 d below.
- ii) All materials so procured should conform 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.

**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(ARDD). The Assistant Engineer/ SDO(ARDD) 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 perfect 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, 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

**CONTRACTOR**  
**EXECUTIVE ENGINEER**

**SECTION- VI**

**BILL OF QUANTITIES**

CONTRACTOR

  
EXECUTIVE ENGINEER

**SCHEDULE -A**

Date\_\_\_\_\_

To,  
**The Executive Engineer**  
**E-Cell, ARDD**  
**Agartala, West Tripura.**

**Authorized address for communication:-**

Telephone nos:-

Mobile Nos:-

Fax no:-

Email ID:-

**Name of Work:** Innovative Pig Development Project for North East (IPDNE)" under National Livestock Mission/Renovation of Furrowing shed and approach road at CLF Birchandra Manu /Group-I.

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**, I / We undertake to execute the work at the same rate as filled up /quoted online by me/us in Bill of Quantity (in downloaded macro enabled MS-Excel Sheet) of the same bid as referred to **Clause -12 (in Section-II, Instruction to Bidders)**. In addition, the total amount as computed in macro enabled MS-Excel Sheet through online would be the quoted offered amount by me/us for the same bid as referred above.
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 bid 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 bid you receive.

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

**Authorized Signature**\_\_\_\_\_

Name and Title of Signatory\_\_\_\_\_

Name of the Bidder\_\_\_\_\_

Address\_\_\_\_\_



**NOTES ON BILL OF QUANTITIES****PREAMBLE**

1. The Bill of quantity shall be read in conjunction with the **NIT instruction** to Bidder, conditions of contract, Specifications and drawings.
2. Bill of Quantity (BOQ), which is the Rate quoting sheet in MS-Excel format shall be downloaded from e-procurement portal, filled up properly and uploaded in the bid after digital signing.
3. The Bidder shall always open the BOQ sheet with Macros Enabled.
4. Name of bidder must be written in the appropriate field of rate quoting sheet by each bidder.
5. For the construction works, the quantities given in the Schedule of quantities are estimated and given to provide a common basis for bidding. The basis of payment will be the actual quantities of the work ordered and carried out, as measured, verified by the Engineer and valued.
  - a. At the rates bided in the Schedule of quantities in the case of item rate bids; and
  - b. At percentage rate above / below / at par of the schedule of rates as bided by the Bidder.
6. The rates bided in the priced bill of quantity(BOQ) 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.
7. When percentage rate bids are invited, the Schedule of quantities will show the rates used for different items.
8. **BOQ TAMPERING:**
  - a. The provided BOQ in the Bid is, meant for downloading in the Bidders machine, for entering the relevant fields meant for rates & bidders particulars and finally uploading along with the Bid. The BOQ Excel Sheet is Macro enabled and working with the Sheet requires the Macro to be allowed /enabled to run.
  - b. Bidders are hereby warned not to tamper with the MS-Excel Sheet, make copies and work in a copied Sheet or break through the default Work-Sheet Security. Such BOQs with stated violations will be treated as Tampered BOQs and Bids uploaded with Tampered BOQs will be summarily rejected.

**Percentage BoQ**

Tender Inviting Authority: Executive Engineer ARDD

Name of Work: Innovative Pig Development Project for North East (IPDNE) under National Livestock Mission / Renovation of Furrowing shed and approach road at CLF Birchandra Manu /Group-III.

Contract No:

<b>PRICE SCHEDULE</b>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )						
NUMBE R #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	53	55
1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. -All kinds of soil	80.640	Cum	150.10	<b>12104.00</b>	INR Twelve Thousand One Hundred & Four Only
2	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m. -All kinds of soil	53.760	Cum	116.40	<b>6258.00</b>	INR Six Thousand Two Hundred & Fifty Eight Only

CONTRACTOR

EXECUTIVE ENGINEER

3	Supplying and filling in plinth, under floor, foundations etc. with sand (fine) from local quarry with all lifts including spreading in horizontal layers, watering, grading to required slope, ramming, consolidating and compacting each layer by using plate compactor or by any suitable method complete	61.822	Nos	615.70	<b>38064.00</b>	INR Thirty Eight Thousand & Sixty Four Only
4	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering - -All work upto plinth level 1:4:8 ( 1 Cement: 4 fine sand : 8 graded well burnt brick aggregate 40 mm nominal size)	92.997	Cum	5548.70	<b>516012.00</b>	INR Five Lakh Sixteen Thousand & Twelve Only
5	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centering, shuttering, finishing and reinforcement-All work up to plinth level: 1:2:4 ( 1 Cement: 2 fine sand : 4 graded well burnt brick aggregate 20 mm nominal size)	10.216	Cum	7015.50	<b>71670.00</b>	INR Seventy One Thousand Six Hundred & Seventy Only
6	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and skirting courses, fillets, columns, pillars, piers, abutments, posts and struts etc. upto floor five level excluding cost of centring, shuttering, finishing and reinforcement- In plinth and skirting courses, fillets, columns, pillars, posts and struts 1:2:4 ( 1 Cement: 2 fine sand : 4 graded well burnt brick aggregate 20 mm nominal size)	3.696	Nos	7416.20	<b>27410.00</b>	INR Twenty Seven Thousand Four Hundred & Ten Only
7	Half brick masonry work with first class bricks in foundation and plinth including cost of all materials as required complete:-	140.000	Nos	717.70	<b>100478.00</b>	INR One Lakh Four Hundred & Seventy Eight Only
8	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto floor five level. Thermo-Mechanically Treated bars/ Cold twisted deformed steel bars	981.600	Kg	59.70	<b>58602.00</b>	INR Fifty Eight Thousand Six Hundred & Two Only

9	Centering shuttering including struttings, propping etc. and removal of form work for: Columns, Pillars, Piers, Abutments, Posts and Struts with wooden plank	73.920	Sqm	413.60	<b>30573.00</b>	INR Thirty Thousand Five Hundred & Seventy Three Only
10	Steel work welded in built up section/framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using steel etc. complete as required:- In grating, frames, guard bar, railing, brackets, gates and similar works, all complete	360.000	Kg	88.70	<b>31932.00</b>	INR Thirty One Thousand Nine Hundred & Thirty Two Only
11	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering - -All work upto plinth level: 1:1½:3 ( 1 Cement: 1½ fine sand : 3 graded stone aggregate 20 mm nominal size)	69.350	Cum	8389.60	<b>581819.00</b>	INR Five Lakh Eighty One Thousand Eight Hundred & Nineteen Only
12	Providing and laying cement concrete 1:2:4 (1 cement: 2 fine sand : 4 graded well burnt brick aggregate) flooring finished with a floating coat of neat cement including cement slurry, rounding of edges and strips and cost of glass strips etc. complete. 40mm thick	50.000	Sqm	439.00	<b>21950.00</b>	INR Twenty One Thousand Nine Hundred & Fifty Only
13	12 mm cement plaster of mix In cement mortar 1 : 4 ( 1 cement : 4 fine sand )	63.360	Sqm	150.50	<b>9536.00</b>	INR Nine Thousand Five Hundred & Thirty Six Only
14	12 mm cement plaster of mix in/c. neat cement puning. cement mortar 1 : 4 ( 1 cement : 4 fine sand )	137.500	Sqm	194.80	<b>26785.00</b>	INR Twenty Six Thousand Seven Hundred & Eighty Five Only
15	15 mm cement plaster on the rough side of single or half brick wall of In cement mortar 1 : 4 ( 1 cement : 4 fine sand ) Including Neat cement punning.	137.500	Sqm	219.10	<b>30126.00</b>	INR Thirty Thousand One Hundred & Twenty Six Only

16	Providing and fixing G.I. pipes complete with G.I. fittings and clamps, including cutting and making good the walls etc. Internal work - Exposed on wall. <b>16.1</b> 50 mm dia. nominal bore	550.400	M	635.70	<b>349889.00</b>	INR Three Lakh Forty Nine Thousand Eight Hundred & Eighty Nine Only
<b>Total in Figures</b>					<b>1913208.00</b>	INR Nineteen Lakh Thirteen Thousand Two Hundred & Eight Only
<b>Quoted Rate in Figures</b>			Select		<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>				