

PERCENTAGE RATE TENDER

Name of Work

:-

Construction of Boundary Fencing with Barbed wire around ITI(475 Mtr)
around ITI Teliamura

Certified that this DNIT contains **22 (Twenty-Two)** Nos. Written pages e.x/c. blank & cover pages.

DRAFT NIT NO : DNIT NO: 03/B-FENC-ITI/ /EE/RD/TLM-DIV/17-18 Dt. 16/11/17

Draft Notice Inviting Tender for an Amount of Rs 3,50,840.00/- (Rupees Three Lakh Fifty Thousand Eight Hundred Fourty) only is here by approved.

**Er. S Bhattacharjee.
Executive Engineer
R.D. Teliamura Division
Khawai Tripura.**

CONTRACTOR

EXECUTIVE ENGINEER

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

Name of Work Construction of Boundary Fencing with Barbed wire around ITI(475 Mtr) around ITI Teliamura
During the year 2017-18

2. Completion period for the work :-60 Days

3. Date of Issue of Notice Inviting tender :-16.11.2017

4. Period of receipt of application for tender document :- From :- Date 17.11.2017
To :- Date 28.11.2017

5. Date & Time for issue of tender document :- Up to 29.11.2017 11.00 AM to 4.00 PM

**Place :- Office of the Executive Engineer,
Rural Development, Teliamura Division,
Khowai Tripura**

6. Last date & Time of receipt tender/ tenders :- 30.11.2017 upto 3.00 PM

7. Time and Date of Opening tender/ tenders :- 3.30 PM on 30.11.2017

8. Place of Opening tender :- Office of the Executive Engineer,
Rural Development, Teliamura Division,
Khowai Tripura.

9. Last date of tender Validity :- 6 (Six)Months

10. Officer inviting tenders :- Designation :- Executive Engineer,
Rural Development, Teliamura Division,
Khowai Tripura.

CONTRACTOR

EXECUTIVE ENGINEER

GOVERNMENT OF TRIPURA,
OFFICE OF THE EXECUTIVE ENGINEER
R.D TELIAMURA DIVISION
KHOWAI DISTRICT

PRESS NOTICE INVITING TENDER NO: 11/EE/RD/TLM-DIV/2017-18 Dt. 16/11/2017

On behalf of the Governor of Tripura, **The Executive Engineer**, R D Teliamura Division, **R D Department, Teliamura, Khowai Tripura** invites percentage rate sealed contract tender from the Central & State public sector Undertaking/Enterprise and eligible Contractors /Firms/Agencies of appropriate class registered with PWD/TTAADC/MES/CPWD/Railway/Other State PWD up to **3.00 P.M. of 30/11/2017** for the following work:-

SL No	DNIT NO.	Name of Work	Total Estimated Cost	Earnest Money	Cost of Tender Form	Time for Completion	Last date & Time for receipt of application	Last date & time of issue of tender document	Last date & time for dropping of the tender	Probable Time and Date of Opening of Tender
1.	03/B-FENC-ITI/ /EE/RD/TLM- DIV/17-18 Dt. 16/11/17.	Construction of Boundary Fencing with Barbed wire around ITI(475 Mtr) around ITI Teliamura During the year 2017-18	Rs.3,50,840.00	Rs.8,770.00	Rs 1,000.00	60 Days	28/11/2017 up to 4.00 pm	29 /11/2017 upto 4.00 pm	30/11/2017 upto 3.00 pm	30/11/2017 at 11.00 am

Earnest money should be deposited in the State Bank of India or any scheduled Bank of India guaranteed by the RBI in the shape of " **Deposit- at- call**" or "**Demand Draft**" on schedule bank only in favour of **the Executive Engineer R.D. Teliamura Division .Teliamura ,Khowai Tripura** . The Deposit –at-call or Demand Draft must be submitted along with the tender.

Tender documents shall be issued on payment of **Rs. 1000/-** (Rupees one thousand) only in cash/ Demand Draft (Non Refundable) on any working days as specified above on production of documentary proof of registration of the firm along with an application .

Demand drafts furnished towards Earnest Money along with the tender shall be valid for a period of **3(three) months** from the last date of receipt of tender or more.

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

The tender documents are available for inspection in the office of **the Executive Engineer R.D. Teliamura Division ,Teliamura Khowai Tripura** from 11.00 A.M to 4.00 P.M. during office hours on all working days specified as above.

The notice can also be seen at Web site at **www.rural.tripura.govt.in** or **www.tender.govt.in**.

**Executive Engineer
R.D Teliamura Division
Khowai Tripura.**

CONTRACTOR

Executive Engineer

Copy to the:-

- 1) Chief Engineer, R D Department, Agartala.
- 2) District Magistrate and collector, Khowai Tripura District.
- 3) Superintending Engineer, RD 1st Circle, Agartala.
- 4) Executive Engineer, Store Division (RD), Ambassa division (RD), Manu Division (RD), Agartala Division (RD), Biramganj Division (RD), Udaipur division (RD), Satchand division (RD), Amarpur division (RD), Santirbazar division (RD), Kumarghat Division (RD), Kanchanpur division (RD), Division-I (PWD), Division-II (PWD), Division-III (PWD), Division-IV (PWD), Store Division (AD Nagar, PWD), WR Division-I (Battala), WR Division-II (Battala), Division –I (DWS), Division-IV (DWS) with a request to display in the notice board.
- 5) All Block Development Officers under Khowai Tripura District with a request to display the notice in the notice board.
- 6) All Assistant Engineers, Junior Engineers, Technical Assistant, Head Clerk, Accountant/ Cashier/ Store keeper, Work assistant, Mechanic, Tender Section of this division. They are requested to take necessary action for wide publication of the same.
- 7) Secretary, Tripura Nirman Sramik Union/ Contractor Association
- 8) District Labour Officer, Khowai District.
- 9) M/S / Sri _____
- 9) Tender File - NO.F.1 (86)-EE/RD/TLM-DIV/NEW-TENDER/2017-18.
- 10) Office notice board.

Copy also to the:

- 1) Officer-in-charge, Teliamura, Police Station with request to arrange frequent police patrolling around this office up to the period of last date of dropping of the tender to avoid any untoward incidents regarding the tender.

**Executive Engineer
R.D Teliamura Division
Khowai Tripura.**

GOVERNMENT OF TRIPURA,
OFFICE OF THE EXECUTIVE ENGINEER
R.D TELIAMURA DIVISION
KHOWAI DISTRICT

NOTICE INVITING TENDER

1. Separate sealed tenders are invited on behalf of the 'Governor of Tripura from appropriate eligible contractor having valid labour Licence and enlistment issued from competent authority and person having experience in similar nature of works with good credential in PWD FORM-7 for the work.

SL No	Name of Work	Estimated cost	Earnest Money	Time for completion
1.	Construction of Boundary Fencing with Barbed wire around ITI(475 Mtr) around ITI Teliamura During the year 2017-18. DNIT-03/B-FENC-ITI/EE/RD/TLM-DIV/17-18 Dt. 16/11/17.	Rs.3,50,840.00	Rs.8,770.00	60 Days

2. For cases where tender document will be Sold, the tender documents consisting of detailed plans, complete specification, schedule quantities of the various class of work to be done and the set of the conditions contractor(s) to be compiled with, can be obtained on 17/11/2017 TO 29/11/2017 from the office of the Executive Engineer, RD Teliamura Division, Teliamura Khowai District, on any working day during office hours up to 4.00 pm.
3. Tenders which shall always be placed in sealed covers with name of work written on the envelope (for each work separately) will be received by the Executive Engineer, RD Teliamura Division, Teliamura ,Khowai District , up to 3.00 P.M. on 28.11.2017(to be filled up by the Executive Engineer) and will be opened by the Executive Engineer, RD Teliamura Division, Teliamura ,Khowai District at 11.00 am on 28.11.2017if possible. If the Office happens to be closed on the date of receipt / Opening of the tender as specified, the tenders will be received / opened on the next working day if possible at the same time and venue. The tenders may be submitted by the tenderers either by post or in person. No late receipt of sealed tenders after the stipulated time and date will be entertained. Any tender received after the closing time for submission of tender shall be returned un-opened.
4. Tender form can be obtained from the Executive Engineer, RD Teliamura Division, Teliamura ,Khowai District , on payment of amount of Rs. 500.00 (for Estimated Cost up to Rs. 1.00 Lakh) Rs. 1000.00 (for Estimated cost over Rs. I lakh & up to Rs. 50.00 lakh) & 2500.00 (for Estimate cost over 50.00 lakhs and up to I crores) Rs. 5000.00 (for eastimated cost over Rs. 2 crores) in cash (each). Receipt of application for issue of tender form will be closed on 28/11/2017 At 4.00 pm and issue of tender form will be closed on 29/11/2017 up to 4.00 pm.

Contractor

Executive Engineer

5. The contractor shall not be permitted for works in the RD Department (responsible for award and execution of contract in which near relative is posted as Divisional Accountant / as an Officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the name of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives of any Gazetted Officer in the RD Department. Any breach of this condition by the contractors would render him liable for removal from the approved list of contractors of this Department.
6. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Tripura shall be allowed to work as contractors for a period of two years of his retirement from Government service without the prior permission of the Government of Tripura. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of Tripura as aforesaid, before submission of the tender or engagement in the contractors services, as the case may be.
7. Tender forms will be sold on submission of documentary proof of tenderer(s) Nationality, GST/ PTCC / STCC, valid Enlistment having Valid Labour Licence regarding engagement of workers in the contract works from labour Department, Government of Tripura. Tenders, which are not in prescribed printed form and downloaded from website or are not purchased from the Office of the Executive Engineer, RD Teliamura Division, Teliamura ,Khowai District , shall be rejected at the opening of tenders. In case of firms and companies tendering for the work, those firms and companies shall be registered in India. The conditions regarding PTCC / STCC etc. enumerated above will equally apply in case of firms and companies.
8.
 - a) The contractor (s) shall quote the rates and amounts tendered by them both in figures as well as in words. When a contractor signs a tender in Indian language the rate and amount shall also be written in that language.
 - b) Special care shall be taken so that the rates and amounts are always written both in figures and words in such a way that interpolation is not possible. In case of figure, the words Rs. should be written before the figure and paise at the end (viz. Rs.250.50 p). In case of rate or amount in words, the words Rupees should precede and the word only shall be written at the end (viz. Rupees two hundred fifty and fifty paisa only).
 - c) Item(s) for which no rate or price has been entered by the contractor / Agency shall not be paid for and shall be deemed covered by the other rates / prices in the contract.
 - d) When there is a difference between the rates in figures and in words, the rates, which correspond to, the amounts worked out by the contractor, shall be taken as correct.
 - e) When the amount of an item is not worked out by the contractors or it does not correspond with the rates written either in figures or in words then the rate quoted by the contractor in words shall be taken as correct.
 - f) When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
 - g) All corrections to rates and amounts in the tender shall be initialed by the contractor. Every page including the blank pages of Tender document shall be signed by the contractor.
 - h) In the case of percentage rate tender, the contractor are required to quote their rates both in amount as well as in the percentage below / above the rates entered in the Schedule. In such cases in the event of arithmetical error committed in working out the amount by the contractor, the tendered percentage and not the amount should be taken in to account.

Contractor

Executive Engineer

a) Earnest money of the estimated cost put to tender should be deposited in any Schedule Bank of India guaranteed by the Reserve Bank of India in the shape of "Deposit-at-call" /Demand Draft with validity of 3 (three) months of a scheduled bank guaranteed by the Reserve Bank of India in favour of the Executive Engineer, RD Teliamura Division, Teliamura ,Khowai District ,. The Deposit-at-call or Demand Draft must be submitted along with the tender. Earnest money in any other form will not be accepted. Tender without Earnest money shall be summarily rejected.

b) Contractors will have to deposit @1% of the **total estimated cost** in the shape of Deposit-at-call or Demand Draft as stated in Clause 9(a) in favour of the Executive Engineer, RD Teliamura Division, Teliamura ,Khowai District , before issuance of Work Order.

9. The security deposit will be collected by the deduction from the running bill from the contractors as mentioned below and the earnest money, will be treated as part of Security deposit. Performance security (only for tenders with quoted rate less than the 15% of the estimated cost of work put to tender) may be accepted as Bank Guarantee of Schedule Bank.

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

- (i) Tendered value up to Rs.100.00 lakhs—Security Deposit @10% subject to maximum of Rs.5.00 lakhs.
- (ii) Tendered value above Rs.100.00 lakhs up to Rs. 200.00 lakhs- Security Deposit @10% subject to maximum of Rs.15.00 lakhs.
- (iii) Tendered value above Rs.200.00 lakhs—Security Deposit @10% subject to maximum of Rs.25.00 lakhs.

10. Earnest Money given by all contractor's except the lowest 2nd lowest tenderer to be refunded within a week from the date of receipt of tender(s).

11. If any tenderer withdraws his tender within the validity period or makes any modification in the terms and condition of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy be at liberty to forfeit 50% (fifty percent) of the earnest money absolutely.

12. The accepting authority reserves the right to accept / reject any / all tenders without assigning any reason.

13. Tenders which do not fulfill any of these conditions or are not complete in any respect are liable for summary rejection.

14. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resorts to canvassing will be liable for rejection.

15. The contractor shall read the specifications carefully before submitting the tender.

16. The whole work may be split up between two or more contractors or accepted in part and not in entirely if considered expedient.

17. The contractor's responsibility for this contract shall commence from the date of issue of acceptance order of tender.

Contractor

Executive Engineer

18. Letters etc. found in the tender box raising or lowering the quoted rates or dealing with any other point in connection with the tender shall not be considered.
19. GST / Sale TAX / VAT.any other tax, Duties, Royalties etc. as applicable in respect of this labour contract shall be payable by the contractor and Government will not entertain any claim what so ever in this respect.
20. In case the contractor fails to commence the work specified in the tender document on 15th day or such time periods 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.
21. All work shall be carried out in accordance with the Tripura PWD specification and where Tripura PWD specification is silent the specifications of CPWD / BIS or if any specified separately will be followed.
22. No labour under 14 years of age shall be employed in the work and all laborers employed shall be paid at the rates not less than those approved by Government of Tripura. Fair wage clause and relevant orders of the Government of Tripura will be binding on the contractor.
23. All tools, plants and implements required for the construction of the work except those mentioned to be supplied by the Department on hire charges will have to be arranged by the contractor at his own cost.
24. No claim for idle labours and establishment will be allowed on account of delay in supply of Departmental tools, plants and materials.
25. Contractor shall be responsible for shortage or wastage of Departmental materials if issued to the contractor.
26. Recovery of surplus quantity of materials issued but not returned shall be made from the contractor's bill at double the issue rate of materials.
27. No transfer of earnest money from any amount already at the credit of tenderers (as earnest money or security deposit in connection with the other works) will be allowed.
28. The tender for the work shall remain for acceptance for a period 3 (three) months from the last date of submission of the tender.
29. Contractor shall have to submit working programme with Bar chart within 15days time of work order for works costing more than Rs.30.00 lakhs. Otherwise his order may be cancelled.
30. No Non-Indian national as laborer, who does not possess valid passport and visa will be allowed to work under any contractor, otherwise the contract will be cancelled.
31. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves have / have tendered or who may and has / have tendered for the same work. Failure to observe this condition shall render tenders Of the contractors / tenderers as well as those witnessing the tender, liable for summarily rejection.
32. Before submitting tenders, the tenderers are to satisfy themselves by actual visit to the site of work as regards the prevailing conditions of approaches and roads and availability of laborers and materials etc. and tenderers submitting tenders shall be deemed to have done so. No claim on the above account will be entertained afterwards.
33. The provisional deduction of GST /TAXES at source shall be at the rate as notified by the Government, from time to time.

Contractor

Executive Engineer

34. The tender for the works shall remain open for acceptance for a period of 90 (ninety) days for the work costing up to Rs.50.00 lakhs and 180 (one hundred eighty) days for the works costing above Rs.50.00 lakhs from the last date of submission of tender.
35. Schedule of Payments
- | | |
|---|---|
| a. For work costing up to Rs.1.00 lakh | : First & Final bill. |
| b. For work costing above Rs.1 .00 lakh to 10.00 lakh | : Running Account payment bill be shall not be less than Rs. 1.00 lakh per bill. |
| c. For work costing above Rs.10.00 lakhs to Rs.1.00 Crore | : Running Account payment bill be shall Not be less than Rs.2.00 lakhs per bill. |
| d. For work costing above Rs.1.00 crore to 5.00crore | : Running Account payment bill be shall Not be less than Rs.20.00 lakhs per bill. |
| e. For work costing above Rs.5.00 crore | : Running Account payment bill be shall not be less than Rs.60.00 lakhs per bill. |
36. In addition to special conditions, general conditions etc. of Tripura PWD Form No. 7 (seven) / 8 (eight) / 9 (nine) / 12 (twelve) with up to date correction slip will also form a part of the tender (to be attached by the Executive Engineer).
37. 1 % cess will be deducted for the purpose of Building & other construction Works(Regulation of Employment and Conditions of service) Act.1996 and circulated by Memo No.F.21(35)-LAB/ENF/CONS/07/178-238, GOVERNMENT OF TRIPURA, LABOUR DEPARTMENT, date, Agartala, the 28th March, 2007.
38. In addition, the contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as performance security (only for tenders with quoted rate less than the (-) 15% of the estimated cost of work put to tender) within the period prescribed for commencement of work in the letter of award issued to him as per condition given in the NIT.
39. **Tenders up to 15% less than the estimated contract value of work, no additional security deposit is required. But for tenders less than 15% of the estimated contract value of work, the difference between the tendered amount and 85% of the estimated contract value, shall be paid by the successful tenderer at the time of concluding Agreement as an additional security to fulfill the contract through a Bank Guarantee or Demand Draft on a Nationalized Bank / Scheduled bank in the prescribed format valid till completion of the work in all respects.**
40. The Contractor shall construct & maintain one site office in which necessary arrangements for sitting, preservation of drawings, maps, registers, measuring & testing devices, agreement, site order book, Hindrance register etc. shall be kept.
41. Water required for construction purpose shall be arranged & provided by the contractor at own cost. Similarly drinking water required for staff & labourers shall also be arranged by contractor.
42. The contractor shall obtain power connection, if required, during construction period from Tripura State Electricity Corporation Ltd & consumption charges thereof shall also be borne by Contractor.
43. The contractor shall construct hutments & sheds for labourers along with all required facilities like toilets, drinking water supply etc at own cost.
44. The Tenderers who are desirous of participating shall submit their tender in the Standard formats prescribed in the Tender documents. The tenderers shall sign on all the statements, documents, certificates owning responsibility for their correctness / authenticity.
The tenders with the attested copies of certificates, documents, (except the tender / offer) are to be submitted by the tenderer to the Concerned Executive / Superintending Engineer. Failure to furnish any of the documents, certificates along with the tender will entail rejection of the tender. Similarly , if any of the certificates, documents, etc., furnished by the tenderer is found to be false / fabricated / bogus , the tenderer will be blacklisted and the EMD forfeited.

Contractor

Executive Engineer

45. **If the percentage quoted by a tenderer is found to be either abnormally high or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected.**
46. The following certificates, documents etc., are to be produced along with the tender.
- a) Attested copies of documents relating to the Registration of the firm, Registration as Civil Contractor, Partnership deed, Articles of Association under appropriate class.
 - b) Professional Tax clearance certificate , Sales Tax clearance certificate, valid license regarding engagement of workers in the contract works from Labour Department, Government of Tripura, etc.
47. Any other condition regarding receipt of tenders in conventional method appearing in Tender document may be treated as Non-applicable.

Contractor

Executive Engineer

DECLARATION OF THE TENDERER

I/ We..... have perused in detail and examined closely the pamphlets containing general directions and conditions attached to PWD Form 7(Seven) with up to date modifications of directions and conditions etc. and also I / We have personally gone through all the specifications, clauses, conditions attached with the tender document and solemnly declare that I / We will abide by all the rules & regulations, clauses, terms & conditions therein including up to date modifications etc. made in this regard by the department.

I / We do hereby declare that there is no order of any Government department / PSU of Tripura or any other State in India is in force as on the date of submission of tender regarding blacklisting or debarment or suspension prohibiting me / us from continuing contracting business.

I / We do hereby declare that, I / We will abide by any penal action such as disqualification or blacklisting or determination of contract or any other action deemed fit, taken by the department against me / us, if it is found that the statements, documents, certificates produced by me / us are false / fabricated.

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.

I / We enclosed a crossed demand draft/deposit-at-call (Bearing No..... dated:.....) foras earnest money not to bear interest along with my/our tender.

I/We agree that the Government has right to forfeit the said earnest money and shall be retained by the Government or otherwise the said earnest money shall be retained towards security deposit mentioned of the above memorandum.

Signature of the Tenderer

Contractor

Executive Engineer

CLAUSE 12 (VI)

Following are the deviation limits for various works as mentioned in the Clause—12 of P.W.D. Form-07 (Seven) / 08 (Eight).

- i) For Building Works..... 30% (thirty) percent.
- ii) For Maintenance works and building works of time bound, urgent and emergency nature.....50% (fifty) percent.
- iii) For Foundation works.....100% (hundred) percent.

SPECIAL TERMS & CONDITIONS.

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 / VAT & 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.

1. If any tenderer withdraws his tender within the validity period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then the government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely.
2. In case the contractor fails to commence the work specified in the tender documents on 15th day or such time period as mentioned in letter of award after the date on which the Engineer-in-charge issues written orders to commence the work or from the date of handing over of the site, whichever is later, the Government shall without prejudice to any other right or remedy be at liberty to forfeit whole of the earnest money absolutely.

Contractor

Executive Engineer

**GOVERNMENT OF TRIPURA
RURAL DEVELOPMENT DEPARTMENT**

State :- Tripura

Division-R.D Teliamura Division

**Percentage rate tender & contractor for works
for the guidance of contractors.**

(Central P.W.D. Code Paragraph — 95)

General Rules and Directions for the Guidance of Contractors.

1. All works proposed for execution by contractor will be noticed in a form of invitation to tender posted in public places signed by the Sub-Divisional Officer / Divisional Officer.

This form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the percentage at which the Security Deposit shall be deducted from the bills of the successful tenderer, Copies of the specifications, designs and drawings and a schedule of quantities and of rates of the various descriptions of work and any other documents required in connection with the signed for the purpose of identification by the Sub-Divisional Officer / Divisional Officer shall also be open for inspection by the contractor at the office of the Sub-Divisional officer / Divisional Officer during office hours.

2. In the event of the tender being submitted by a firm it must be signed separately by each partner thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power-of-attorney; authorizing him to do so such power-of-attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Receipts for payments made on account of work when executed by a firm must also be signed by the several partners except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form starting at how much percent above or below the estimated rates specified in Rule 1, he is willing to undertake the work. Only one rate of percentage more or less all the estimated rates / scheduled rates shall be named. Tenders which propose any alternation in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other conditions of any sort, will be liable to rejection, No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

4.A. The rate (S) and / or amount (S) must be quoted in decimal coinage.

5. The Sub-Divisional Officer / Divisional Officer or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time and will enter the amount of the several tenders in a Comparative Statement suitable form, in the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same.
6. The Officer inviting tender shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender.

Contractor

Executive Engineer

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Divisional Officer / Divisional Officer and the Contractor shall be responsible for seeing that the procures a receipt signed by the Sub-Divisional Officer / Divisional Officer or a duly authorized cashier.
8. The memorandum of work tendered for and ,the schedule of materials to be supplied by the Rural Development Department and their issue rates shall be filled in and completed in the office of the Sub-Divisional Officer / Divisional Officer before the tender form is issued. If form is issued to an intending tenderer without having been so filled in and completed he shall request the officer to have this done before he completes and delivers his tender.

Percentage Rate—Tender for labour wages and hiring charge of centering , shuttering

I / We tender for the calculation for the Governor of Tripura of the work specified in the under

written memorandum within the time specified 1 such memorandum I/We offer to Executive the work(s)

For percentage rate contract @ %
 (infigures).....(in words) percent below /above /at
 par with the rates enter in the schedule of rates
 amountingtoRs.....(Rupees.....

.....) only. I and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule 1 hereof with clause II of the conditions of contract and with such materials as are provided for and in all other respects in accordance with such conditions so far as applicable. I / we hereby agree to the percentage mentioned above being deducted from / added to the great amount of the bills from work done.

MEMORANDUM

General description:- Construction of Boundary Fencing With Barbed wire at ITI (475 Mtr) around ITI Teliamura. R.D. Teliamura Division During the year 2017-18

- a) Total Estimated cost Rs 3,50,840/-
- b) Earnest Money Rs. 8,770/-
- c) Security deposit = 10% (ten percent) of the contract value without any ceiling limit.
 - i) 10 % (ten) percent of the tendered value in/c. earnest money deposited at the time of tender / Before issuance of work order.
 - ii) The Security deposit will be deducted from running account bills of the contractor @10% (ten) percent subject to a maximum of 10% (ten) percent of the tendered value.
- d) Time allowed for the work the 07th days after the date of written order . month(s) to commence(.....) month(s) should this tender be accepted, in whole or in part, I / We hereby agree.

Contractor

Executive Engineer

(i) to abide by and fulfill all the forms and provisions or the said conditions annexed hereto all the terms and provisions contained in notice inviting tenders so far as applicable and / or in thereof to forfeit and pay to Government of Tripura or his successors in office the sum of mentioned in the said conditions. A sum of Rs..... (Rupees.....) D. Call bearing No..... Date..... of Branch is hereby forwarded (mode of deposit shall be as per clause 9(a) of PWD Form 6A of this tender document) as Earnest Money. If I/we fail to commence the work specified in the above Memorandum, I/we agree that the Governor or his successors in office shall without prejudice to any other righter remedy be at liberty forfeit the said Earnest Money absolutely, otherwise said Earnest Money shall be retained by him, towards Security Deposit mentioned against Clause (d) of the above mentioned Memorandum:

(ii) to execute all the works referred to in the tender documents upon the terms and conditions contained referred to therein and to carry out such deviations as may be ordered up to a maximum of 30(Thirty) percent a the rates quoted in the tender documents and those in excess of that limit at the rates to be determined in accordance with the provisions contained in Clause 12A of the tender form.

I / We agree that should I / we fail to commence the work specified in the above memorandum an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Governor of Tripura and the same may at the option of the Governor be recovered out of the deposit in as far as the same may extend in terms of the said Bond and in the event of deficiency out of other money due to me /us or otherwise.

Dated the day of 2017

Signature of the Contractor

Witness.....

Address.....

Occupation.....

Signature of contractor before submission of tender

Signature of witness to contractor's signature

The above tender for the sum of (Rupees.....) only is hereby accepted by me (Designation of the Officer) on behalf of the Governor of Tripura.

Dated the day of 2017

Signature of the officer by whom accepted.

Contractor

Executive Engineer

SPECIFICATION AND SPECIAL CONDITIONS

1. All work shall be carried out in accordance with the Tripura PWD Specification and where Tripura PWD specification is silent the specifications of CPWD/CPHEEO/CWC/MORT&H/BIS or if any, specified separately will be followed..

Unless otherwise stated in the schedule of items with quantities and special condition mentioned below:-

- a. 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 tender submitting tenders shall not entertained after-words 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 & risk and nothing extra will be paid.
- b. 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 are to be made good by the contractor at his own cost and nothing extra will be paid.

2. The contractor shall have to remove the slips which occur during the period till the work is handed over to the Engineer-in-charge complete in all respect at his own cost and no payment shall be made for clearing slips.

1. Traffic on the road should be maintained if required during working period and the contractor will have to take precaution for his workmen and if necessary he will have to provide diversion at his own cost & risk for which no claim will be entertained.
2. Nothing extra will be paid for any lead or lift for earthwork in e.xcavation in side and through cutting for disposal of soil not utilized in filling.
3. In addition to the above condition of P.W.D. Form — 7 and Notice Inviting Tender as well as specifications and special condition as stated herein will form a part of the contract.

SPECIAL CONDITION

1. The work will have to be completed as specified in this tender documents and shall be started within 15 (fifteen) days from the date of issue of work order failing which earnest money deposited by the contractor will be forfeited in full to the Executive Engineer, R. D. Teliamura Division, R.D Department.
2. The contractor should maintained following Register to be at site :
 - a) Site Order Book:-
In conformity with provision of CPWD Manual.
 - b) Cement Register:-
In conformity with provision of CPWD Manual.
 - c) Steel Register:-
In conformity with provision of CPWD Manual / as decided by Engineer-in-charge.
 - d) Register for labour: -
 - i) Register of wages
 - ii) Register of person employed
 - iii) Register for muster roll
 - iv) Advance Register
 - v) Employment card register etc.
 - e) Quality control register:-
Register relating to quality control conforming to specification of works as laid down in the Draft NIT shall be maintained as per guideline and proforma to be supplied by the Engineer-in-charge.
3. No labour under 14 years of age shall be employed in the work and all labourers employed shall be paid at the rates not less than those approved by Government of Tripura. Fair wage clause and relevant orders of the Government of Tripura will be binding on the contractor.
4. Contractor shall have to submit working programme with Bar chart within 15 days time of work order for works costing more than Rs. 30.00 lakhs. Otherwise his order may be cancelled

Contractor

Executive Engineer

5. The rates shall be quoted in figures and words in/c. all taxes. The work should be done as per specification mentioned in the item of works.
6. Materials of any kind obtain from excavation on the site shall remain at the disposal of the Engineer-in-charge.
7. All tools, plants and instruments etc. required for the construction of the work will have to be arranged by the contractor at his own cost.
8. No claim for idle labourers and establishment will be allowed on account of delay in supply of Departmental tools, plants and materials.
9. Contractor shall be responsible for shortage or wastage of Department materials if issued to the contractor.
10. Recovery of surplus quantity of materials issued but not returned shall be made from the contractor's bill at double the issue rate of materials.
11. Contractor is responsible to collect all Construction related materials to be issued at free of cost from R.D. District Godown, Teliamura to related work site at his/her own cost and risk including carrying, loading, unloading etc. Bricks, Sand & size wood will be supplied at free of cost at side of work.
12. Construction scaffolding and all construction related petty materials (Bamboo/GI wire/ tukri/dhari/nails/polythin/black iron wire etc.) will be arranged by the contractor at his/ her own cost.
13. Traffic on the road should be maintained during working period and the contractor shall take adequate safety precautions for his workmen, pedestrians and other passers by accordingly. If necessary, he shall have to provide diversion road at hid own cost.
14. The contractor will not have any claim in case of delay by the department of removal of tress or shifting, raising, removing of Telegraph, telephone or electric lines (Overhead or underground) and other structure if any, which may come in the way of the work. However, suitable extension of time can be granted to cover such delays as provided in clause No.2.
15. On the completion of works, the contractor shall clear away and removed from the site all constructional plant. Surplus materials, rubbish and temporary work of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer-in-Charge.
16. Contractor shall construct suitable go-down at site of work for store materials at his own cost Cement go down shall be constructed as per approved drawing and cement shall be stored as shown in the drawing. The go down shall be provided with double locks. The key of one lock will remain with the RDD and another with the contractor so that cement is issued with the knowledge of both the parties.
17. The contractor shall indemnify the department or any agent, servant or employees of the department against action, claim or proceeding relating to infringement or use of any Patent or design rights and shall pay any royalties or other charges which may be payable in respect of any articles/ or materials or part thereof included in the contract.
18. The contractor shall be responsible for true and proper setting out of the works. He shall be responsible for proper maintenance of all reference pillars. Bench Marks, stakes and other evidences existing in the field required in connection with the setting out of works at his own cost till physical completion of all items of the work or prior to that if agreed to by the Engineer-in-Charge.
19. All such Bench Marks, reference pillars etc. established by the contractor shall be subject to check and approval of the Engineer-in -Charge or his authorized representative at all time. Any variations noticed in the work as a result of improper establishment or maintenance of these shall be at the risk and expense of the contractor.

20. The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary and required by the Engineer-in Charge for the protection of the works or for the safety and convenience of those employed in the works or the public.
21. The works that do not confirm to specifications must be struck down and the rejected materials shall be removed by the contractor from the site of the works as directed by the Engineer-in Charge at his own risk and cost. No payment shall be made to the contractor for execution of such unspecified work as well as dismantling and removal of the rejected materials from the site of the work and material cost of dismantled works supplied by the department to be deducted double cost of issue rate from the contractor's bill.
22. In addition to above, conditions of PWD form No-7 and notice inviting tender PWD.No-6A and general conditions as well as specifications, drawings, etc. attached in the tender document shall form part of the contract. In case of any contradiction between Form-7 and other conditions and specifications mentioned in the attached documents, the conditions mentioned in the other documents will prevail upon Form-7.
23. Unless otherwise specified, the contractor shall provide and bear all the expenses and charge for special or temporary service roads required by him in connection with access to the site. He shall alter, adopt or maintain the same as required from time to time.

Contractor

Executive Engineer

GENERAL TERMS CONDITION AND SPECIFICATION

1. It is impressed upon the contractor that they will have to produce very good workmanship strictly according to the specification and no plea will be heard that they are not able to execute any item.
2. No payment will be made for bailing out water which may be necessary for the purpose of carrying out of the whole work.
3. There may be delay in handing over the site of work for which no claim of the Contractor will be entertained.
4. In addition to the condition of PWD Form No. 7 (seven) NIT as well as specification and specified condition as stated herein will also form the part of the Agreement.
5. Contractor will arrange tools and plants as required in connection with the above work at his own cost and risk.
6. The materials to be used in this work shall strictly conform the technical specifications as mentioned in the relevant items of work schedule.
7. The work shall be carried out as per "Specification for Works in Tripura, 1972 Earth Work" unless otherwise stated in the Schedule of items with quantities and special condition mentioned below.
8. 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 nothing extra will be paid.
9. Nothing extra will be paid for any lead or lift for earth work in excavation in side and through for disposal of soil not utilized in filling.
10. It is impressed upon the contractor that they will have to produce very good workmanship strictly according to the "Specification for Works in Tripura" and no plea will be heard that they are not able to execute any item.
11. Rate should be quoted both in figures as well as in words and shall be quoted up to second decimal place only. If any contractor(s) quote his / her rate beyond second decimal place, then his / her tender(s) will be declared informal at the time of opening and the same tender(s) will not be considered for evaluation of lowest tenderer.
12. Tripura GST/VAT & applicable Income Tax and surcharge will be deducted from gross amount of each bill.
13. Security Money will be released after 3 (three) months on successful completion of work.
14. Before submitting tender, tenderer(s) are to satisfy themselves by actual visit to the area of works in regards to the prevailing conditions of approaches and roads and availability of labours and materials and tender(s) submitting tenders shall be deemed to have done so. No claim on the above accounts will be entertained afterwards.

Contractor

Executive Engineer

15. All petty materials like black Wire, Nails, Polythene, Barak & Muli Bamboo, Dhari Mat, Jute bag, Polythene Pipe for carrying water for work & curing etc. to be provided by the contractor, shall be of reputed make and also as per specification stipulated in the schedule of work. Moreover, such materials / fittings shall have to be got approved by the concern Assistant Engineer prior to physical utilization in this work.
16. Clearance certificate issued in the name of tenderer (the validity of TCC /GST should be last date of tender submission as mentioned in PNIT).
17. Valid license issued from labour department, Govt. of Tripura in the name of the tenderer regarding engagement of workers in the contract works (the validity of License should be last date of tender submission as mentioned in PNIT).
18. PAN card of the tenderer.

(All such above documents should be attested either by a Group-A Gazetted Officer of State / central Government or by Notary and shall also be self-authenticated by intending tenderer).

Contractor

Executive Engineer

CLAUSE-25

Except where otherwise provided in the contract, all questions and disputes relating to the specifications design, drawing and instructions herein before, mentioned and as to the quality of workmanship of materials used of the work or as to and other questions. Claim, right matter or thing whatsoever, in any way arising out of or relating to the contract, design, drawings specifications estimates, instructions order of these conditions or otherwise concerning the works or the execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chief Engineer, Rural Development Department (RDD) and in case he is unable to act as arbitrator, to the sole arbitration of any person to be appointed by such Chief Engineer. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant that he had to deal with the matters to which the contract relates and that in the course of his duties as Government servant he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason the Chief Engineer as aforesaid as early as may be after such transfer, vacation of office of inability to act shall appoint another person to act as arbitrator in accordance with the terms of the contract such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Chief Engineer as aforesaid should act as arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all. In all cases where the total amount of the claim in dispute is Rs.50,000/- (Rupees fifty thousand) or above the arbitrator shall have reasons for the award.

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

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

Subjects as aforesaid the provision of the arbitration Act 1940 or any statutory modification or re-embankment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of the contract that if the contractor(s) do / does not make any demand for arbitration in respect of any claim(s) in writing with 90 (ninety) days of receiving the intimation from the Government that the bill ready for payment the claim of the contractor(s) will be deemed to have been waived absolutely and the Government shall be discharged and released of all the liabilities under the contract in respect of those claims.

Contractor

Executive Engineer