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

Name of Work: Development of land for resettlement of families in connection with IOCL project at Suryamaninagar under R.D Agartala Division.

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1. Certified that this DNIT contains 57 (Fifty Seven) pages numbered from 1 to 57; excluding blank pages.

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

Assistant Engineer
R.D Agartala Division
Agartala, West Tripura.

Executive Engineer
R.D Agartala Division
Agartala, West Tripura.

DRAFT NIT No:1/DEVMT-LAND-SURMNGR/EE/RDAD/18-19
Dt. 21/08/2018

Draft Notice Inviting e-Tender for an amount of Rs. 89,36,437.00 (Rupees eighty nine lakh thirty six thousand four hundred thirty seven) only is hereby APPROVED.

Superintending Engineer
R.D 1st Circle,
Agartala, West Tripura
SECTION- I

LIST OF IMPORTANT DATES

PRESS NOTICE

NOTICE INVITING TENDERS
**SECTION 1**

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

**Name of Work:** Development of land for resettlement of families in connection with IOCL project at Suryamaninagar under R D Agartala Division.

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<td>Last date of Bid validity:-</td>
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<td>Officer inviting Bids:</td>
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**Notes:** - All the above mentioned time are as per clock time of e-tender website https://tripuratenders.gov.in

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PRESS NOTICE INVITING e-TENDER NO: e-PT-1/EE/RDAD/2018-19/ D/ 21/08/2018

On behalf of the Governor of Tripura, The Executive Engineer, R D Agartala Division, R D Department, Agartala, West Tripura invites percentage rate e-tender in PWD Form No. 7 on single bid system from the Central & State public sector Undertaking/Enterprise and eligible Contractors/Firms/Agencies of appropriate class registered with PWD/TTAADC/MES/CPWD/ Railway/Other State PWD up to 3.00 P.M. of 04/09/2018 for the following work:-

<table>
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<tr>
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<th>NAME OF THE WORK</th>
<th>ESTIMATED COST</th>
<th>EARNEST MONEY</th>
<th>TIME FOR COMPLETION</th>
<th>LAST DATE AND TIME FOR e-bidding</th>
<th>TIME AND DATE OF OPENING OF BID</th>
<th>DOCUMENT DOWNLOADING AND BIDDING AT APPLICATION</th>
<th>APPLICATION CLASS OF TENDERER</th>
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<tr>
<td>1.</td>
<td>Development of land for resettlement of families in connection with IOCL project at Suryamaninagar under R D Agartala Division. DNIT NO: 1/DEVMT-LAND-SURMNGR / EE/RDAD/18-19 Dt. 21/08/2018</td>
<td>Rs. 89,36,437.00</td>
<td>Rs. 89,364.00</td>
<td>03 (three) months</td>
<td>Up to 3.00 PM on 04/09/2018</td>
<td>Up to 3.30 PM on 04/09/2018</td>
<td><a href="https://tripuratenders.gov.in">https://tripuratenders.gov.in</a></td>
<td>Appropriate class</td>
</tr>
</tbody>
</table>

Eligible bidders shall participate in bidding only in online through website https://tripuratenders.gov.in. 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. Submission of bids physically is not permitted.

Earnest Money is to be drawn on any Nationalized/ scheduled Bank in the shape of Fixed Deposit/DCall in favour of the Executive Engineer, R.D. Agartala Division, Gurkhabasti, Agartala, Tripura

Bid Fee of Rs.1,000.00 (Rupees one thousand) only shall be in the shape of Demand draft in favour of the Executive Engineer, R.D. Agartala Division, Gurkhabasti, Agartala, Tripura and valid for a minimum period of 3 (three) months from the last date of publishing of bid. Bid free is Non-Refundable.

The Bidders will have to upload the scan copy of the drawn “Demand Draft”/“Deposit at call/Fixed Deposit (FD/DCall only for EMD)” (as a single PDF file of 100 dpi resolution), against the related Bid fee & Earnest money, along with the bid.

The Bidders will also have to deposit both the original “Demand Draft”/ “Deposit at call”/FRR, related to the Earnest Money and Bid Fee as stated above, in a sealed envelope depicting DNIT No. the Bidders Name, Address & Phone number, at the office of the Executive Engineer, R.D. Agartala Division, Gurkhabasti, Agartala, Tripura positively before last date of e-bid submission (i.e. up to 3.00 P.M on 04/09/18).

Bid(s) shall be opened through online by respective Bid openers on behalf of the Executive Engineer, R.D. Agartala Division, Gurkhabasti, Tripura and the same shall be accessible by intending Bidder through website https://tripuratenders.gov.in. However, intending bidders and other Bidders may like to be present at the Bid opening.

For any enquiry, please contact by e-mail to eerdsd10@gmail.com/eerdwd1@yahoo.in.

Pre-Bid Conference: Date: - 30/08/2018 Time: 11.00 AM.

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

Sd/-
(Er. S. R. Debbarma)
Executive Engineer
R D Agartala Division
Gurkhabasti, Agartala
NO.F.3 (7)-EE/RDAD/2018-19/TENDER /______________ Dated. 21/08/2018

1. Chief Engineer, RD Department, Agartala.
2. District Magistrate and Collector, West Tripura District.
3. Superintending Engineer, R D 1st Circle, Agartala.
4. The Executive Engineer, RD Store Division (Nodal Officer), Agartala with request to arrange for e-bidding through website https://tripuratenders.gov.in on behalf of the undersigned and also to open the bid through online. It is also requested to send the results/output after bid opening along with all downloaded documents etc. to the undersigned.
5. Executive Engineer, R. D. Division (Bishramganj/Teliamura/Udaipur/Satchand/Amarpur/Santirbazar/ Kanchanpur/Ambassa/Manu) with request to display the NIT in their respective notice board for publication.
6. Executive Engineer, PWD Division (I, II, III, IV, V, Mechanical, Store, Internal Electrification), Power Division (I, II, III, Transmission, Store), PHE Division (I, IV, Resource, Rig), IFC Division (West), Agri Engineering Division (West/Mechanical/Store) with request to display in their respective notice board for publication.
7. All Block Development Officers under West Tripura District with a request to display the notice in the notice board.
8. 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.
9. General Secretary, Sri Sudhindra Saha, All Tripura Contractors Association, Aitorma Sentrum, 4th Floor, Sakuntala Road, Agartala-799001, West Tripura for information & necessary action (Ph: 0381 2387236).
10. M/S / Sri__________________________

Copy also to the:
1. Officer-in-charge, New Capital Complex, Police Station with request to arrange frequent police patrolling around this office up to the period of last date of dropping of tenders i.e 04/09/2018 (office hours) and during opening of tenders on 04/09/2018 at 3.30 PM till the ending of whole processing in relation to opening of all tenders to avoid any untoward incidents regarding the tender.
2. Officer in-Charge, GB out post for information & necessary action Please.

Sd/-
Executive Engineer
GOVERNMENT OF TRIPURA  
RURAL DEVELOPMENT DEPARTMENT  
OFFICE OF THE EXECUTIVE ENGINEER  
R.D. AGARTALA DIVISION  

NOTICE INVITING e-TENDER

On behalf of the Governor of Tripura, The Executive Engineer, R D Agartala Division, R D Department, Agartala, West Tripura invites percentage rate e-tender in PWD Form No. 7 on single bid system from the Central & State public sector Undertaking/Enterprise and eligible Contractors/Firms/Agencies of appropriate class registered with PWD/TTAADC/MES/CPWD/Railway/Other State PWD up to 3.00 P.M. of 04/09/2018 for the following work:-

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<th>TIME FOR COMPLETION</th>
<th>LAST DATE AND TIME FOR e-bidding</th>
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<td>Rs. 89,36,437.00</td>
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<td><a href="https://tripuratenders.gov.in">https://tripuratenders.gov.in</a></td>
<td>Appropriate class</td>
</tr>
</tbody>
</table>

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 by the bidder can be seen in the website [https://tripuratenders.gov.in](https://tripuratenders.gov.in).

Earnest Money is to be drawn on any Nationalized/ scheduled Bank in the shape of Fixed Deposit/DCall in favour of the Executive Engineer, R. D. Agartala Division, Gurkhabasti, Agartala, Tripura.

Bid Fee of Rs.1,000.00 (Rupees one thousand) only shall be in the shape of Demand draft in favour of the Executive Engineer, R.D. Agartala Division, Gurkhabasti, Agartala and valid for a minimum period of 3 (three) months from the last date of publishing of bid. Bid free is Non-Refundable.

2. a) Bid shall be uploaded in Single-bid system with all other required details. Bidder shall participate in bid online through website [https://tripuratenders.gov.in](https://tripuratenders.gov.in), for which they shall register/enroll themselves in the same website. Submission of bids physically is not permitted.

b) To participate in bid, the bidder shall have a valid Class 2/Class 3 Digital Signature Certificate (DSC), obtained from any certifying authorities enlisted by Controller of Certifying Authorities (CCA) at [http://cca.gov.in](http://cca.gov.in)

c) Bids will be opened online through website [https://tripuratenders.gov.in](https://tripuratenders.gov.in) at 3.30 PM on 04/09/2018 in the office of the Executive Engineer, R.D. Agartala Division Gurkhabasti, Agartala, Tripura. 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.

3. 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 the Bid. The Bidder shall also have to deposit both the original “Demand Draft”/ “Deposit at call”, only in a sealed envelope depicting DNIT No, the Bidders Name, Address & Phone Number at office of the Executive Engineer, R.D. Agartala Division Gurkhabasti, Agartala, Tripura upto 3.00 P.M on 04/09/2018.

CONTRACTOR

EXECUTIVE ENGINEER
4. A Pre Bid Conference shall be held in the office of the Executive Engineer, R.D. Agartala Division Gurkhabasti, Agartala on 30/08/2018 at 11.00 AM for clarification of any doubts of the prospective Bidders on any condition of the contract, specification etc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

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

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

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

1. Tendered value upto Rs.100.00 lacs Security Deposit @ 10% subject to maximum of Rs.5.0 lacs.
2. Tendered value above Rs.100.00 lacs upto Rs.200.00 lacs Security Deposit @10% subject to maximum of Rs.15.0 lacs.
3. Tendered value above Rs.200.00 lacs Security Deposit @10% subject to maximum of Rs.25.0 lacs. In addition, the contractor shall be required to deposit an amount equal to maximum 5% of the tendered value of the contract as Performance Security (only for tenders with quoted rate less than the (-) 15% of the estimated cost of work put to tender) within the period prescribed for commencement of work in the letter of award issued to him as per condition given in the NIT. Tenders up to 15% less than the estimated contract value of work, no additional security deposit is required. But for tenders less than 15% of the estimated Contract Value of work, the difference between the tendered amount and 85% of the estimated contract value, shall be paid by the successful tenderer at the time of concluding agreement as an additional security to fulfill the contract through a Bank Guarantee or Demand Draft on a Nationalized Bank / Scheduled bank in the prescribed format valid till completion of the work in all respects.

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

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

18. Other details can be seen in the bid documents and for any enquiry, please contact by email to eerdsd10@gmail.com/eerdwd1@yahoo.in.

(SIGNATURE)
Sd/-

Executive Engineer
R.D. Agartala Division
Gurkhabasti, Agartala, Tripura.
SECTION - II

INSTRUCTIONS TO BIDDERS
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**INSTRUCTIONS TO BIDDERS**

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INSTRUCTIONS TO BIDDERS

A. GENERAL

Name of work: Development of land for resettlement of families in connection with IOCL project at Suryamaninagar under R D Agartala Division.

1. General:
   1.1 Executive Engineer, R.D. Agartala Division, Gurkhabasti, Agartala, Tripura invites bid for the above work during the period, for which dates and time specified in the NIT. Bid will be opened on behalf of the Executive Engineer, R.D. Agartala Division, Gurkhabasti, Agartala, Tripura by the authorized officials at the office of the Executive Engineer, R.D. Agartala Division, Gurkhabasti, Agartala, Tripura on the date and time mentioned in the NIT.
   1.2 The bid document shall be available in the prescribed form through e-procurement application https://tripuratenders.gov.in.
   1.3 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.
   1.4 The Bidder shall Enroll himself/herself in the e-procurement portal https://tripuratenders.gov.in and obtain User ID and Password for bidding.
   1.5 On publication of the bid, bidder shall download the DNIT and all the work items from website as mentioned in the DNIT and minutely go through the instructions/terms conditions/critical dates/eligibility criteria of the DNIT.
   1.6 Downloaded DNIT 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 DNIT.
   1.7 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 “Executive Engineer, R.D. Agartala Division, Gurkhabasti, Agartala, Tripura” (sealed envelope should be depicted with the DNIT No. and Bidders Name, Address & Phone number) within 3.00 P.M on 04/09/2018.
   1.8 The Bidders shall have to scan all the required documents mentioned in this DNIT except ‘DNIT’ & ‘BOQ’, into PDF format of 100 dpi resolution, for uploading as part of Bid.
   1.9 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.
   1.10 The dates stipulated in the bid notice are firm and under any circumstances, they will not be relaxed unless officially extended.
   1.11 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.
   1.12 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.
   1.13 The successful bidder is expected to complete the work within the time-period specified in the NIT.

2. Firms Eligible to Bid:

2.1 The Firms who
   i) Possess the valid registration in the class and category mentioned in the NIT and satisfy all the conditions therein.
   ii) Are not blacklisted or debarred or suspended by the Government for 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.

2.2 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.

3. Pre-Qualification data of the Bidders

3.1 The bidder should satisfy the pre-qualification criteria as fixed hereunder 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 certificate, (iv) Valid license regarding engagement of workers in the contract works from Labour Department, Government of Tripura, etc.

Note: The Partnership firms, which are registered as 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.

b) Availability of Key & critical construction / quality control equipment (Statement-I);

c) Availability of key personnel for administration / site management and execution viz., technical personnel required for the work (Statement-II);

d) Information regarding any litigation, with Government during the last 5(five) years, in which the Bidder is involved in (Statement-III);

e) The particulars of quality control testing Lab owned, OR tie up with established quality control testing laboratories (Statement-IV).

3.2 Bids from Joint Ventures are not acceptable unless specifically stated otherwise.
3.3 QUALIFICATION CRITERIA.

A) Each bidder should further demonstrate.

a) Availability (either owned or leased or to be procured against mobilization advance of the following key and critical equipment for this work.):

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Equipment Type and Characteristics</th>
<th>Minimum No. required.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Three wheel Static Roller – 8T-10T</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Concrete Mixer – 0.28/0.4 Cum</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Needle Vibrator</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Paver Finisher</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Tipper 5.5 cum/ 10T</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Hydraulic Excavator 0.90 cum</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Vibratory Roller – 8T-10T</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Bitumen Boiler Oil Fired 1000 Liter</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Bitumen Emulsion Pressure Distributor</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Dozer D 50</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Air Compressor 210 Cft</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Water Tank 6 KL Capacity (Truck mounted)</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Plate Compactor</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Hydraulic Broom with Tractor</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Generator- 125 KVA</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Emulsion Sprayer with Tractor</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Mini Spot Bitumen Mix</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td></td>
<td></td>
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<tr>
<td>20.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: The major equipment to attain the completion of works in accordance with the prescribed construction schedule is to be shown in the above table.

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

c) Solvency certificate to be produced by the bidder / agency for an amount equal to @ 25% of the estimated cost put to bid.

3.4 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.
3.5 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:
4.1 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.

5. Cost of Biding
5.1 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.
6.1 The Bidder, at his 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.

B. BID DOCUMENT

7. Contents of Bid document.
7.1 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
8.1 A prospective Bidder requiring any clarification on Bid documents may seek clarification through e-mail: d.susanta@nic.in. The Bid Inviting authority will also respond to such clarification through e-mail. However, Bidder may contact the Bid Inviting Officer at the address indicated in the NIT, for clarification on the bid document.

9. Amendment to Bid Documents
9.1 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.

9.2 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, Public Works Department(R&B), 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.

9.3 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.
C. PREPARATION OF BIDS

10. Language of the Bid.
10.1 All documents relating to the bid shall be in the English Language only.

11. Documents comprising of the Bid.
11.1 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.

12. Bid Offer:
12.1 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.

12.2 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 workout 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.

12.3 The bid offer shall be for the whole work and not for individual items / part of the work.
12.4 All duties, taxes, and other levies payable by the Bidder as per State / Central Government rules or value added tax (VAT) shall be included in the bid percentage/ rate quoted by the bidder.
12.5 The bid offer shall be for the whole work and not for individual items / part of the work.

13. Validity of Bids:
13.1 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.

13.2 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.

13.3 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
14.1 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.

14.2 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.

14.3 Earnest money given by all bidder’s except the 1st and 2nd lowest bidder, shall be refunded preferably within a week from the date of receipt of bids. Earnest money of the 2nd lowest bidder will be refunded on finalization of the bid or expiry of the validity period whichever is earlier.

14.4 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.

14.5 The E.M.D. shall be forfeited.
   (a) In 50%, if the Bidder withdraws the Bid during the validity period of Bid.

CONTRACTOR

EXECUTIVE ENGINEER
(b) In full, in case the Bidder fails to commence the work specified in the bid documents on 15th day or such time period as mentioned in letter of award after the date on which the Engineer-In-Charge issues written orders to commence the work, or from the date of handing over of the site, whichever is later.

15. Alteration

15.1 No alteration which is made by the 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.

D. 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 biding, 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 biding by the bidder.

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Folder Name</th>
<th>Documents to be uploaded</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>BIS/ Mfg lic/ Dealership</td>
<td>Copies of documents relating to the i) Registration of the firm/Registration as Civil Bidder/Partnership deed/ Articles of Association, ii) Valid license regarding engagement of workers in the contract works from Labour Department, Government of Tripura etc.</td>
</tr>
<tr>
<td>2.</td>
<td>DNIT Document</td>
<td>iii) Downloaded DNIT as a proof of acceptance of all terms conditions in the DNIT.</td>
</tr>
<tr>
<td>3.</td>
<td>Financial Details</td>
<td>iv) Bank Solvency (Annexure-IV, Forms of security, section-VII)</td>
</tr>
<tr>
<td>4.</td>
<td>Machinery Details</td>
<td>v) Availability of Key &amp; critical construction / quality control equipment (Statement-I); vi) The particulars of quality control testing Lab owned, OR tie up with established quality control testing laboratories (Statement-IV).</td>
</tr>
<tr>
<td>5.</td>
<td>Misc. document</td>
<td>vii) Information regarding any litigation, with Government during the last 5(five) years, in which the Bidder is involved in (Statement-III);</td>
</tr>
<tr>
<td>6.</td>
<td>Technical details</td>
<td>vii) Availability of key personnel for administration / site management and execution viz., technical personnel required for the work (Statement -II);</td>
</tr>
<tr>
<td>7.</td>
<td>Tax related document</td>
<td>Copies of documents relating to the ix) Professional Tax Clearance certificate, x) Sales Tax Clearance certificate,</td>
</tr>
</tbody>
</table>

Note-1: Durin g actual bidding, the bidder shall select/check these documents from his/her My Document, which will ensure completion of biding within the same session, even if the bidder is connecting to the application over a slow speed network.

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) Bill of Quantity (BOQ).

vi) Performance bank guarantee as per Annexure-V (Forms of security, section-VII).

vii) Schedule-A as per Annexure-VI (Bill of Quantities, section-VIII).
Bidder shall take separate printout of the formats of Checklist (Annexure-I), Declaration (Annexure-II), Undertaking (Annexure-III), Bank solvency (Annexure-IV), Performance Bank Guarantee (Annexure-V), Schedule-A (Annexure-VI) and Statement - I to IV (as mentioned above). 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.

E. BID OPENING AND EVALUATION

19 Bid Opening

19.1 The bids will be opened online by the Bid openers on behalf of the Executive Engineer, R.D. Agartala Division, Gurkhabasti, Agartala, 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.

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 (i.e. Bid Opening Committee) 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.

F. 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”).

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.
SECTION - III

FORMS OF BID

QUALIFICATION INFORMATION
**CHECKLIST TO ACMPANY THE BID**

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>Description</th>
<th>Submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Copies of documents relating to the Registration of the firm, Registration as Civil Bidder, Partnership deed, Articles of Association</td>
<td>Yes / No</td>
</tr>
<tr>
<td>2</td>
<td>Copy of Professional Tax clearance certificate</td>
<td>Yes / No</td>
</tr>
<tr>
<td>3</td>
<td>Copy of Tax clearance certificate</td>
<td>Yes / No</td>
</tr>
<tr>
<td>4</td>
<td>Copy of valid license regarding engagement of workers in the contract works from Labour Department, Government of Tripura</td>
<td>Yes / No</td>
</tr>
<tr>
<td>5</td>
<td>Downloaded DNIT as a proof of acceptance of all terms conditions in the DNIT.</td>
<td>Yes / No</td>
</tr>
<tr>
<td>6</td>
<td>Availability of critical equipment in Statement –I</td>
<td>Yes / No</td>
</tr>
<tr>
<td>7</td>
<td>Availability of Key personnel in Statement-II</td>
<td>Yes / No</td>
</tr>
<tr>
<td>8</td>
<td>Litigation history in Statement –III</td>
<td>Yes / No</td>
</tr>
<tr>
<td>9</td>
<td>The particulars of quality control testing Lab owned, OR tie up with established quality control testing laboratories (Statement-IV)</td>
<td>Yes / No</td>
</tr>
<tr>
<td>10</td>
<td>Declaration of the Bidder as per Annexure-II</td>
<td>Yes / No</td>
</tr>
<tr>
<td>11</td>
<td>Undertaking as per Annexure-III</td>
<td>Yes / No</td>
</tr>
<tr>
<td>12</td>
<td>Bank solvency as per Annexure-IV</td>
<td>Yes / No</td>
</tr>
<tr>
<td>13</td>
<td>Performance Bank Guarantee as per Annexure-V</td>
<td>Yes / No</td>
</tr>
<tr>
<td>14</td>
<td>Schedule-A as per Annexure-VI</td>
<td>Yes / No</td>
</tr>
<tr>
<td>15</td>
<td><strong>Corrigendum</strong>, if any</td>
<td>Yes / No</td>
</tr>
</tbody>
</table>

Signature of the Bidder
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 disqualifcation 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
STATEMENT – I
Availability of Critical Equipment

The bidder should furnish the information required below, regarding the availability of the equipment, required for construction / quality control.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details of Equipment</th>
<th>Number required</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>3</td>
<td>4</td>
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<td>5</td>
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</tbody>
</table>

Signature of the Bidder

A declaration regarding the equipment owned shall be produced by the Bidder on a non-judicial stamp paper of Rs.50/- as below;

DECLARATION

“I/We ……………………………………………………………………………………………………………….do hereby solemnly affirm and declare that I /we own the following equipment for using on the subject work and also declare that I / We will abide by any action such as disqualification or determination of Contract or blacklisting or any action deemed fit, if the department detects at any stage that I/we do not possess the equipment listed below.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details of each Equipment</th>
<th>Year of purchase</th>
<th>Reg. Number</th>
<th>Capacity</th>
<th>Any other data</th>
<th>Is it in working condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
</tbody>
</table>

Signature of the Bidder
Availability of Key Personnel

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

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name</th>
<th>Designation</th>
<th>Qualification</th>
<th>Total Experience</th>
<th>Working with the Bidder since.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of the Bidder
STATEMENT – III

Information on litigation history in which Bidder is the Petitioner.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Case No. / Year</th>
<th>Court where filed.</th>
<th>Subject Matter / Prayer in the case.</th>
<th>Respondents i.e., SE / CE</th>
<th>Present Stage.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
</tbody>
</table>

Signature of the Bidder

CONTRACTOR

EXECUTIVE ENGINEER
**STATEMENT – IV**

The particulars of quality control testing Lab owned, OR tie up with established quality control testing laboratories.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of the Lab</th>
<th>Whether owned/ tie-up</th>
<th>Details of Equipment/ Instruments of the Lab</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of the Bidder
SECTION- IV

CONDITIONS OF CONTRACT

Annexure-III
Undertaking

Date: ……………

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

Sir,

I / We do hereby bid and if this bid be accepted, under take to execute the following work viz. Development of land for resettlement of families in connection with IOCL project at Suryamaninagar under R D Agartala Division.

As shown in the drawings and described in the specifications deposited in the office of the Executive Engineer, R.D. Agartala Division, Gurkhabasti, Agartala, 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 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/OR 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 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 hereunder shall be sufficiently served on me/us if delivered to 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 be served either by post to 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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

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 blacklisted 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.:

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
## CONDITIONS OF CONTRACT

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<td>Possession of the Site</td>
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<td>Instructions</td>
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<td>22</td>
<td>Settlement of disputes</td>
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<td><strong>B. TIME FOR COMPLETION</strong></td>
<td></td>
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<tr>
<td>23</td>
<td>Program</td>
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<td>Construction Programme</td>
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<td>Suspension of works by the Bidder</td>
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<td><strong>C. QUALITY CONTROL</strong></td>
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<td>Identifying Defects</td>
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<td>Payment Certificates</td>
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<td>Interest on Money</td>
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<td>42</td>
<td>Taxes included in the bid</td>
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<tr>
<td>43</td>
<td>Payment Schedule</td>
</tr>
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<td>Price Adjustment</td>
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<td>Retention</td>
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<td>Liquidated Damages</td>
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<td>Incentives</td>
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<td>Mobilization Advance</td>
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<td>Security measures</td>
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<td>50</td>
<td>Cost of Repairs</td>
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<td>Completion</td>
</tr>
<tr>
<td>52</td>
<td>Taking Over</td>
</tr>
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<td>53</td>
<td>Final Account</td>
</tr>
<tr>
<td>54</td>
<td>Termination</td>
</tr>
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<td>55</td>
<td>Payment upon Termination</td>
</tr>
<tr>
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<td>Property</td>
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<tr>
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<td>Release from Performance</td>
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</tr>
<tr>
<td>60</td>
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</tr>
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<tr>
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</tr>
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</tr>
<tr>
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<td>69</td>
<td>Salient features of some major labour laws</td>
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<td>Liabilities of the Bidder</td>
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<td>71</td>
<td>Bidder’s Staff, Representatives and Labour</td>
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<td>72</td>
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<td>Income tax</td>
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<td>96</td>
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<td>97</td>
<td>Supply of construction materials</td>
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<td>98</td>
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</tr>
</tbody>
</table>
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) Bidder’s Bid
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 Bidder 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 Bidders:

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

6. Personnel:

6.1 The Bidder 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 Bidder the following amounts will be recovered from the Bidder over and above the provision made in part two of schedule-A from the Bidders 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 Bidder should be furnished in the statement enclosed separately.

6.5 In case the Bidder 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 Bidder fails to employ technical personnel the work will be suspended or department will engage a technical personnel and recover the cost thereof from the Bidder.

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

7. Bidder’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 Bidder.
8. **Insurance:**

8.1 The Bidder shall provide, in the joint names of the Department and the Bidder, 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 Bidder’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 Bidder 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 Bidder shall furnish insurance policy in force in accordance with proposal furnished in the Bid and approved by the Department for concluding the agreement.
- **ii)** The Bidder 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 Bidders 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 Bidder 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 Bidder and no separate payment will be made for procurement or otherwise. The Bidder’s quoted percentage will be inclusive of land cost.

10. **Bidder to Construct the Works:**

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

11. **Diversion of streams / Drains.**

11.1 The Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder and forwarded to the Executive Engineer technically substantiating the proposals and approval of the Executive Engineer obtained for execution.

11.4 The Bidder 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 Bidder and no separate or additional payments are admissible.

11.6 **Cofferdams.**

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

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

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

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

14. **Ramps:**

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

15. **Monsoon Damages:**

Damages due to rain or flood either in cutting or in banks shall have to be made good by the Bidder 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 Bidder. No extra payment is payable for such operations and the Bidder 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 Bidder may commence execution of the Works on the Start Date and shall carry out the works in accordance with the programme submitted by the Bidder, as updated with the approval of the Engineer-In-Charge, and complete the work by the Intended Completion Date.

17. **Safety:**

17.1 The Bidder 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 Bidder 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 Bidder. If possession of a part site is given, the Department will ensure that the part site so handed over is amenable to carry out the work at site by the Bidder.

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20. Access to the Site:
20.1 The Bidder 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 Bidder 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 Bidder 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 Bidder to do so, give written notice of his decision to the Bidder. Upon receipt of the written notice of the decision of the Engineer-In-Charge the Bidder 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 Bidder is dissatisfied with the notice of the decision of the Engineer-In-Charge, the Bidder 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 Bidder and no claim to arbitration, has been communicated to him by the Bidder 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 Bidder be dissatisfied with any such decision, then and in any such case the Bidder within thirty days after the expiration of the first named period of thirty days as the case may be, require that the matter or matters in dispute be referred to arbitration as detailed below:-

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

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

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

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

The arbitrator shall state his reasons in passing the award.

A reference for adjudication under this clause shall be made by the Bidder within 180 (one hundred eighty) days from the date of intimating the Bidder of the preparation of final bill or his having accepted payment whichever is earlier. Only contracts executed in Tripura shall have jurisdiction for any suit arising out of this contract. More particularly no suit shall be instituted or entertained in any court outside the state arising out of contract.

**B. TIME FOR COMPLETION**

23. Program:

23.1 The total period of completion is 24 (twenty-four) months from the date of entering with agreement to proceed including rainy season. Keeping in view, the schedule for handing over of site, the work should be programmed such as to achieve the mile-stones as in “Rate of progress statement” enclosed.

23.2 The attention of the bidder 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 mile-stones. 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 Bidder 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 Bidder, (Statement).

23.5 The Bidder 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 Bidder’s control.

23.6 Same in so far as the Bidder may prescribe, the extent of portions of the site of which the Bidder 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 Superintendent Engineer will, with the Executive Engineer’s written order to commence the works, give to the Bidder possession of so much of the site as may be required to enable the Bidder 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 Bidder as he shall by written notice to the Superintendent Engineer, make and will from time to time as the works proceed, give to the Bidder possession of such further portions of the site as may be required to enable the Bidder to proceed with the execution of the works with due dispatch in accordance with the said programme or proposals as the case maybe; if the Bidder suffers delay or incurs cost from failure on the part of the Superintendent Engineer to give possession in accordance with the terms of this clause, the Superintendent Engineer shall grant an extension of time for the completion of works.

23.7 The Bidder shall bear all costs and charges for special or temporary way leases required by him in connection with access to the site. The Bidder 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 bid 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 Bidder. The Executive Engineer shall assess the period of delay or hindrance caused by any written instructions issued by him, at twenty five per cent in excess or the actual working period so lost.

In the event of the Executive Engineer failing to issue necessary instructions and thereby causing delay and hindrance to the Bidder, the latter shall have the right to claim an assessment of such delay by the Superintendent Engineer of the Circle whose decision will be final and binding. The Bidder shall lodge in writing with the Superintendent 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 Bidder 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 Milestone 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

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Bidder 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 without 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 Bidder shall after receiving such directions proceed in the order directed. The Bidder 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 Bidder 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 Bidder shall at all times maintain the progress of work to conform to the latest operative progress schedule approved by the Engineer-In-Charge. The Bidder 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 Bidder to slow down any part or whole of the work for any reason (which shall not be questioned) whatsoever, and the Bidder shall comply with such orders of the Engineer-In-Charge. The compliance of such orders shall not entitle the Bidder 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 Bidder 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 Bidder is delaying Commencement of the work or violating any of the provisions of the Bidder 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 Bidders in writing and at the same time demand compliance in accordance with conditions of Bid notice. If the Bidder neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time thereafter, be lawful for the Engineer-In-Charge to take suitable action in accordance with Clause of contract.

26. **Suspension of works by the Bidder:**

26.1 If the Bidder 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 Bidder 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 Bidder 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 in force, 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 Bidder asking the Engineer for a decision upon the effect of a Variation and submitting full supporting information. If the Bidder 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 Bidder to delay the start or progress of any activity within the Work.
29. **Early Warning:**
29.1 The Bidder 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 Bidder shall cooperate with the Engineer-In-Charge in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer-In-Charge.

C. **QUALITY CONTROL**

30. **Identifying Defects:**
30.1 The Engineer-In-Charge shall check the Bidder’s work and notify the Bidder of any Defects that are found. Such checking shall not affect the Bidder’s responsibilities. The Engineer-In-Charge may instruct the Bidder 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 Bidder to carry out a test not specified in the Specification to check whether any work has a Defect and the Bidder shall pay for the test and any samples.

32. **Correction of Defects:**
32.1 The Engineer-In-Charge shall give notice to the Bidder 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 Bidder.
32.2 Every time notice of a Defect is given, the Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder shall submit quality plan and show proof of owning quality lab or tie-up with an established quality lab.

D. **COST CONTROL**

35. **Bill of Quantities:**
35.1 The Bill of Quantities (BOQ) shall contain items for the construction work to be done by the Bidder.
35.2 The Bidder is paid for the quantity of the work done at the estimate rate in the Bill of Quantity (BOQ) for each item plus or minus Bid percentage.

36. **Changes in the Quantities:**
36.1 The Bidder 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 bids are accepted plus or minus over all bid 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 Bid premium.

37. **Extra Items:**

37.1 Extra items of work shall not vitiate the contract. The Bidder 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 Bidder.

37.2 The Bidder shall before the 15th day of each month, submit in writing to the Executive Engineer a statement of extra items if any that they have executed during the preceding month failing which the Bidder 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 Bidder dispensing with bids and if the value of such items exceeds the limits up to which the officer is empowered to entrust works initially to Bidder without calling for bids, 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 Bids, the rate payable for such items shall be estimate rates for the items (+) or (-) over all bid 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 bid 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. An officer on his own responsibility shall not order the items 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 bids are accepted, or if no 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 bids are accepted.

38. **Payment Certificates:**

38.1 The Bidder 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 Bidder'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 Bidder 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 Bidder 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 Bidder 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 Bidder based on which the Bidder shall accept the set of
measurements without any further dispute. If for any reason the Bidder’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 Bidder or his authorized representative the department
shall not entertain any claim from the Bidder for any loss incurred by him on this account. The
Bidder shall however note that the Department cannot indefinitely wait for recording the
measurement due to the absence of the Bidder and his authorized agent and check
measure them even in the absence of the Bidder.

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 bid conditions and security deposit for the due fulfillment of the contract. Payment will be
made to the Bidder 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 Bidder 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 Bidder
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
thereof.

39.3.2 In case of over payments or wrong payment if any made to the Bidder 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 thereafter 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 Bidder shall be
recovered from any bill or deposits of the Bidder.

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 Bidder 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 Bidder 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 withheld 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 metre or as specified in the agreement, will be taken as
a Unit.

39.4.5 For 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 metre (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 withheld 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 Bidder:
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 Bidder be entitled to interest upon any guarantee fund or payments in arrears, 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 satisfactorily passed any final test that may be prescribed by the Contract, the Bidder may give a notice to that effect to the Engineer-In-Charge accompanied by an undertaking to carry out 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 Bidder 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 Bidder, 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 Bidder specifying all the Works which, in the Engineer-In-Charge” opinion, required to be done by the Bidder before the issue of such Certificate. The Engineer-In-Charge shall also notify the Bidder of any defects in the Works affecting completion that may appear after such instructions and before completion of the Works specified there in. The Bidder 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 Bidder 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 Bidder 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 Bid:

   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 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 Bidder(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.

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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 Bidder shall be reimbursed by the department to the Bidder 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.  Price Adjustment: (Not applicable for works for which estimated cost put to bid is less than Rs. 1.00 Crore & stipulated time for completion is less than or equal to twenty-four months.)

44.1  Price adjustment shall be granted where administered prices are enforced and that too for works estimated at more than Rs.1.00 Crore and having completion period of more than 24(twenty four) months. This should be applicable within the original contract period or extended period owing to departmental delays. This will not apply to cases attributed to Bidders fault.
   a)  The cost of materials and electrical energy supplied by the Department if any at fixed prices shall be excluded from the scope of price adjustment.
   b)  The price adjustment shall apply for the work done from the Start date to end of the intended completion date or extensions granted by the Engineer-In-Charge and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the Bidder.

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

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

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

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

   (3) Components of materials, labour, POL etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the bid papers and the decision of the Engineer-In-Charge in working out such percentages shall be binding on the Bidder.
(4) The compensation for escalation for materials, labour and POL shall be worked out as per the formula given below:

i) \[ V_m = \frac{W \times X \times (M_I - M_{lo})}{M_{lo}} \]

- \( V_m \) = Variation in material cost i.e. increase or decrease in the amount in the rupees to be paid or recovered.
- \( W \) = Cost of work done worked out as indicated in sub para 2 above.
- \( X \) = Component of materials expressed as percent of the total value of work.
- \( M_I \) & \( M_{lo} \) = All India Wholesale Price Index for all commodities for the period under reckoning as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce, for period under consideration and that valid at the time of receipt of bids, respectively.

ii) \[ V_l = \frac{W \times Y \times (L_I - L_{lo})}{L_{lo}} \]

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

iii) \[ V_F = \frac{W \times Z \times (F_I - F_{lo})}{F_{lo}} \]

- \( V_F \) = Variation of cost of fuel, oil and Lubricant, increase or decrease in rupees to be paid or recovered.
- \( W \) = Value of work done, worked out, as indicated in sub Para 2 above.
- \( Z \) = Component of POL expressed as percent of the total value of work as indicated under the special conditions of contract.
- \( F_I \) - \( F_{lo} \) = Average index number of wholesale price for group (fuel, power, light and lubricants) – as published weekly by the Economic Advisor to Government of India, Ministry of Industry for the period under reckoning, and that valid at the time of receipt of bids, respectively.

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

a) The index relevant for any month will be the arithmetical average of the indices relevant to the three calendar months preceding the month in question.

b) The base index will be the one relating to the month in which the bid was stipulated to be received.

c) The compensation for escalation shall be worked at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will be made at the end of three months after the months (excluding) in which the bid was accepted and their after at three months intervals.

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

i) No such adjustment for the decrease in the price of materials and /or wages of labour aforementioned would be made in case of contract in which the stipulated period of completion of the work is less than 24(twenty four) months.

ii) The Engineer-In-Charge shall otherwise be entitled to lay down the principles on which the provisions of this sub-clause shall be implemented from time to time and the decision of the Engineer in charge in this behalf shall be the final and binding.

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

<table>
<thead>
<tr>
<th>A) For buildings work</th>
<th>B) For road &amp; Bridge works</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Material</td>
<td>a) Material</td>
</tr>
<tr>
<td>b) Labour</td>
<td>b) Labour</td>
</tr>
<tr>
<td>c) POL</td>
<td>c) POL</td>
</tr>
<tr>
<td>Total</td>
<td>Total</td>
</tr>
<tr>
<td>75 Percent</td>
<td>65 Percent</td>
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<td>25 Percent</td>
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<tr>
<td>0 Percent</td>
<td>10 Percent</td>
</tr>
<tr>
<td>100 Percent</td>
<td>100 Percent</td>
</tr>
</tbody>
</table>

45 Retention:

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

45.2 On completion of the whole of the Works half the total amount retained is re-paid to the Bidder 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 Bidder before the end of this period have been corrected.

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

46 Liquidated Damages:

46.1 If for any reason, which does not entitle the Bidder to an extension of time, the rate of progress of works, or any section is at any time, in the opinion of the Superintending Engineer too slow to ensure completion by the prescribed time or extended time for completion Superintending Engineer shall so notify the Bidder in writing and the Bidder 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 Bidder 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 Bidder shall seek the Superintending Engineers permission to do any work at night or on Sundays, if locally recognized as days or rest, or their locally recognized equivalent, such permission shall not be unreasonably refused.

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

46.3 The liquidated damages for the whole of the work are

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

*To be decided on the measured value of work.
The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price.

**Note:- Days to be reckoned from the next day of achieving previous milestone.

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

48 Mobilization Advance:

48.1 The Bidders 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 made under separate certification by the Executive Engineer after (i) Execution of the form of agreement by the parties there to (ii) Provisions by the Bidder of the further security in accordance with relevant condition and (iii) Provision by the Bidder of a Bank Guarantee from scheduled banks 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 till the said advance loan has been completely repaid by the Bidder 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.

48.2 A form of Bank Guarantee acceptable to Executive Engineer is indicated (under formats of Securities). The advance mobilization loan shall be availed by the Bidder exclusively for mobilization expenditures, including the acquisition of construction 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 21 (twenty one) days from the date of the contract and equipment and within one year in case of machinery and equipment has to be imported under separate certification by the Engineer-in-Charge and (i) The value of the machinery and equipment procured, and brought to site shall be considered (satisfactory evidence to be produced) by the Bidder 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 Bidder of a bank guarantee for an amount equal to 6 percent (one percent towards interest) of the contract value.

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

48.4 The above advance shall be charged interest at 5% 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 Bidder 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.

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

48.6 Recovery of advances:

48.6.1 The advance loan together with interest at the rate of 15% as specified in the above shall be repaid with such 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 Bidder 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 paragraph above shall be completely repaid prior to the expiry of the original time for completion.

49 Securities:

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

50 Cost of Repairs:

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

E. FINISHING THE CONTRACT

51 Completion:

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

52 Taking Over:

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

53 Final Account:

53.1 The Bidder shall supply to the Engineer-In-Charge a detailed account of the total amount that the Bidder 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 Bidder within 56 days of receiving the Bidder’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 Bidder and issue a payment certificate within 56 days of receiving the Bidder’s revised account.

54 Termination:

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

54.2 Fundamental breaches of Contract include, but shall not be limited to the following.
   a) The Bidder 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 Bidder 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 Bidder fails to correct it within a reasonable period of time determined by the Engineer-In-Charge; and
   d) The Bidder does not maintain a security which is required and
   e) The Bidder 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 Bidder, 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 anything 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 Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

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

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

54.5 When the Bidder 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 Bidder under the hand of the Engineer-in-Charge shall be conclusive evidence).

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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 Bidder 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 Bidder 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 Bidder 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 Bidder provided always that action under the sub-clause shall only be taken after giving notice in writing to the Bidder. Provided also that if the expenses incurred by the department are less than the amount payable to the Bidder at his agreement rates, the difference shall not be paid to the Bidder.

(c) After giving notice to Bidder to measure up the work of the Bidder 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 Bidder to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Bidder 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 Bidder 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 Bidder at his agreement rates, the difference shall not be paid to the Bidder.

In the event of anyone or more of the above courses being adopted by the Engineer-in-Charge the Bidder 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 Bidder shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified:

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

55 Payment upon Termination:

55.1 If the Contract is terminated because of a fundamental breach of Contract by the Bidder, 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 Bidder, the difference shall be a debt payable to the Department.

56 Property:

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

57 Release from Performance:

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

F. SPECIAL CONDITIONS

The Bidder 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 Bidder.
59 Electrical Power:

The Bidders 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 Bidder 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 Bidder will pay the bills of Electricity Board for the cost of power consumed by him. The power shall be used for bonafide Departmental works only.

59.1 Electric Power for Domestic Supply:

a) The Bidder 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 Bidder 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 Bidder, at the cost of the Bidder and it will be subject to the approval of the Engineer-In-Charge.

60 Land:

60.1 Land for Bidder’s use:

The Bidder will be permitted to use Government land for execution of work. The Bidder 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 Bidder 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 Bidder for his use. The same may be acquired by the Bidder 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 Bidder. The Bidder shall, however, not be required to pay cost or any rent for the Government land given to him.

60.2 Surrender of Occupied Land:

a) The Government land as here in before mentioned shall be surrendered to the Engineer-In-Charge within seven days, after issue of completion certificate. Also no land shall be held by the Bidder longer than the Engineer-In-Charge shall deem necessary and the Bidder 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 Bidder for the purpose of the work.
b) The Bidder 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 Bidder 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 Bidder shall have to make his own arrangements.

60.3 Bidder not to dispose off Spoil etc. :

The Bidder 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 Bidder, or if so stipulated in the conditions of the contract allow the Bidder to use any of the above materials for the works either free of cost or after payment as may be specifically mentioned or considered necessary during the execution of the work.
61 Roads:

In addition to existing public roads and roads constructed by Government, if any, in work area all additional approach roads inside work area and camp required by the Bidder 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 Bidder 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 Bidders engaged in work for the Government during the contract period. The Bidder shall without charge permit the Government and such other Bidder and other workmen to use the access facilities including roads and other facilities, constructed and acquired by the Bidder for use in the performance of the works.

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

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

62 Payment for Camp Construction:

No payment will be made to the Bidder 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 bided rate for the various items of work in the schedule of quantities and bids.

63 Explosive And Fuel Storage Tanks:

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

64 Labour:

The Bidder 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 Bidder’s staff shall be to the Bidder’s account. His quoted percentage shall include the expenditure towards importation of labour amenities to labour and staff;

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

64.1 Transportation of Labour:

The Bidder 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 Bidder shall stay at the work spot. No extra payment will be made to the Bidder 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 Bidder 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 Bidder 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 Bidder in the observance and performance of the provisions of the employment of children Act. XXVI of 1938 or any enactment or modification of the same.
65 Safety Measures:

1. The Bidder 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 Bidder 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 footwear 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 gear to workers at places like underground excavations to protect them against rock falls.

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

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

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

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

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

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

66 Fair Wage Clause:

The Bidder 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 in the area in which the work is situated.

The Bidder 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-Bidder 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 Bidders part of the agreement the Bidder shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Government. He shall maintain his accounts and vouchers on the payment of wages to the laborers to the satisfaction of the Executive Engineer.

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

The Bidder 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-Bidders.

As per contract labour (Regulation and abolition) Act. 1970 the Bidder has to produce the license obtained from the licensing officers of the labour department along with the bid 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 Bidder shall arrange for the recruitment of skilled and unskilled labour local and imported to the extent necessary to complete the work within the agreed period as directed by the Executive Engineer in writing.
67 **Indemnity Bond:**

**Name of Work:** Development of land for resettlement of families in connection with IOCL project at Suryamaninagar under R D Agartala Division

I…………………………………………Bidder, 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 thereof 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 Bidder labour (Regulation and Abolition) Act. 1970 by workmen engaged for the performance of the business relating to the above contract i.e., Failing such payment of claims of workmen engaged in the above work, I abide in accepting for the recovery of such claims, effected from any of my assets with the departments.

68 **Compliance With Labour Regulations:**

During continuance of the contract, the Bidder and his sub Bidders 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 Bidder 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 Bidder, the Engineer-In-charge /Department shall have the right to deduct any money due to the Bidder including the amount of performance security. The Department/Engineer-In-Charge shall also have right to recover from the Bidder any sum required or estimated to be required for making good the loss or damage suffered by the Department.

The employees of the Bidder and the Sub-Bidder in no case shall be treated as the Department at any point of time.

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

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

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 Bidder to contract labour and in case the Bidder 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 Bidder is required to take license from the designated Officer. The Act is applicable to the establishments or Bidder 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. Constructions 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 gets these certified by the designated Authority.

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

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

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

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

p) **Factories Act 1948**: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

### 70 Liabilities of the Bidder:

70.1 **Accident Relief and workmen compensation:**

The Bidder 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 Bidder, the Bidder 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 Bidder shall indemnify Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to
give intimation in the manner aforesaid including the penalties or fines if any payable by Government as a consequence of Government failure to give notice under workmen’s compensation Act or otherwise conform to the provisions of the said Act. In regard to such accident.

70.2 In the event of an accident in respect of which compensation may become payable under the workmen’s compensation Act VIII 23 whether by the Bidder, 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 concerning all matters arising under this clause.

70.3 The Bidder 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 consequence of any accident or injuries sustained or death of any workmen engaged in the performance of the business relating to the Bidder.

71 Bidder’s Staff, Representatives and Labour:

(a) The Bidder 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 Bidder 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 Bidder.

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

(c) If the contractor / agency do not employ the technical person within 30 days from the date of issue of work order, agency / contractor shall be liable to pay as per notification of PWD as enforce during the time applicable for the Graduate Engineers and Diploma Engineers.

72 Accommodation and food:

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

73 Relationship:

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

74 Protection of adjoining premises:

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

75 Work during night or on Sundays and holidays:

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

(i) The provisions of relevant labour laws being adhered to;

(ii) Adequate lighting, supervision and safety measures are established to the satisfaction of the Engineer-In-Charge and

(iii) The construction programme given by the Bidder and agreed upon by the Engineer-In-Charge envisages such night working or working during Sundays or authorized holidays.

76 Layout of materials stacks:

The Bidder 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 Bidder at his own cost and only after obtaining necessary approval of the plan for use of sites by the Engineer-In-Charge, the Bidder can use the sites accordingly.
77 Use of blasting materials:

Procurement of blasting materials and its storage is the responsibility of the Bidder. The Bidder shall engage licensed blaster for blasting operation. The Bidder is to act in accordance with Indian Explosive Act and other rules prevailing during the execution of work. It is the responsibility of the Bidder 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 Bidder. Carriage of blasting materials, from the magazine to the work site, is the responsibility of the Bidder.

78 Plant and Equipment:

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

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

78.3 The department shall supply such of the machinery that may be available on hire basis but their supply cannot be demanded as matter of right and no delay in progress can be attributed to such non-supply of the plant by the department and the department cannot be made liable for any damage to the Bidder. The Bidder shall be responsible for safe custody of the departmental machinery supplied to him (which will be delivered to Bidder 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 Bidder before handing over the same to the department. The hire charges for the machinery handed over to the Bidder will be recovered at the rate prevalent at the time of supply. The Bidder will have to execute supplemental agreement with Executive Engineer at the time of supply of the machinery.

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

79 Inconvenience to public:

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

80 Conflict of interest:

Any bribe, commission, gift or advantage given, promised or offered by on behalf of Bidder 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 Bidder under this or any other contract.

81 Contract documents and materials to be treated as confidential:

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

82 General obligations of Bidder:

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

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

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

82.4 Pending finalization of disputes, the Bidder shall proceed with execution of work with all due diligence.
83 Security measures:

a) Security requirements for the work shall be in accordance with the Government’s general requirements including provisions of this clause and the Bidder 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 Bidders’ employees, representatives shall wear identifications badges provided by the Bidder. Badges shall identify the Bidder, 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 Bidder shall be clearly marked with Bidder’s name.

d) The Bidder 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 Bidders working on the site concurrently with the Bidder will provide security for their own plant and materials. However, their security provisions shall in no way relieve the Bidder of his responsibilities in this respect.

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

84 Firefighting measures:

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

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

85 Sanitation:

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

86 Ecological balance:

a) The Bidder shall maintain ecological balance by preventing de-forestation, water pollution and defacing of natural landscape. The Bidder shall so conduct his construction operation as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. In respect of the ecological balance, Bidder 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 Bidder’s expense. The Bidder shall adopt precautions when using explosives, which will prevent scattering of rocks or other debris outside the work area. All work area including borrow areas shall be smoothened and graded in a manner to conform to the natural appearances of the landscape as directed by the Engineer-In-Charge.

ii) All trees and shrubbery which are not specifically required to be cleared or removed for construction purposes shall be preserved and shall be protected from any damage that may be caused by the Bidder’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 Bidder 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 Bidder 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 Bidder’s expense.

iii) The Bidder’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 equipment, the Bidder 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 Bidder shall use such methods and equipment as a necessary for collection and disposal or prevention of dust during these operation. The Bidder’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 Bidder, Orders of the Engineer-In-Charge in this respect would be final and binding on the Bidder.

87 Preservation of existing vegetation:

a) It will be obligatory for the Bidder to produce forest clearance certificate from the DFO having jurisdiction over the area in respect of extraction of any forest produces for utilization in works under this contract before final payment and / or refund of security deposit. If the Bidder fails to do so, a sum of money towards royalty remaining unpaid by the Bidder, 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 Bidder under this contract.

b) The Bidder 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 Bidder 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 Bidder in felling trees 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 Bidder 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 Bidder. If any produce from such cutting is not handed over to the Government by the Bidder, 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 Bidder shall also make arrangements of fuel deposits for supply of required fuel for the laborer to be employed for cooking purpose at his own cost in order to prevent destruction of vegetation growth in the surrounding area of the work site.

88 Possession prior to completion:

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

89 Payment upon termination:

If the contract is terminated because of a fundamental breach of contract by the Bidder, 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 Bidder 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 Bidder shall be liable to pay interest at 12% per annum for the period of delay.

90 Access to the Bidder’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 Bidder 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 Bidder shall when so required furnish all information pertaining to the aforesaid items in the mode and manner that may be specified by the Engineer-In-Charge.

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

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

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

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

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

94 Care and diversion of river/stream:
The Bidder 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 Bidder’s cost.

95 Income tax:

a) During the currency of the contract deduction of income tax at 2.00 % shall be made from the gross value of each bill of the contract and procedure stipulated under section 194-C(4) of Income Tax Act, 1961 shall be followed.

b) Income Tax clearance certificate should be furnished before the payment of final bill.

c) The Bidder’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 Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

96 Sales tax:

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

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

97 Supply of construction materials:

CONTRACTOR

EXECUTIVE ENGINEER
The Bidders have to make their own arrangements for procurements, supply and use of construction materials except as mentioned in clause 98d below.

All materials so procured should confirm to the relevant specifications indicated in the bidding documents.

The Bidder 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.

The Bidder shall make his own arrangements for adequate storage of the materials.

98 Stores Supplied By Government

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

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

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

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

<table>
<thead>
<tr>
<th>SL. NO.</th>
<th>PARTICULARS</th>
<th>QUANTITY (APPROXIMATE)</th>
<th>RATE AT WHICH THE MATERIALS WILL BE CHARGED FOR</th>
<th>PLACE OF DELIVERY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unii   Rs.  P.</td>
<td></td>
</tr>
</tbody>
</table>

All construction materials including all kind of steel materials of approved quality will be arranged by the contractor at his own risk & cost.

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

e. (i) After the completion of the work, the theoretical quantity of steel reinforcement or structural steel sections to be used on works shall be calculated on the basis of quantity required as per design

CONTRACTOR

EXECUTIVE ENGINEER
or as authorized by the Engineer-In-Charge, including, authorized lappagjs, plus 5% wastage due to cutting into pieces. Over this theoretical quantity plus 5% and minus 4% shall be allowed as variation due to wastage being more or less.

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

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

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

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

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

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

TECHNICAL SPECIFICATIONS
TECHNICAL SPECIFICATIONS

1. This document shall be read in conjunction with the other bidding Documents.

2. The work shall be carried according to the description of the Item(s) in the Bill of quantities attached in Part-I. The building work shall generally conform to specifications for works in “The Tripura PWD Specification 1972 Building Work” where Tripura PWD specifications for building work is silent, CPWD specifications or provisions contained in “National Building Code” (Latest Edition) shall be followed.

3. “Specification for Road & Bridge Works (Latest Revision)” published by the Ministry of Shipping, Road Transport & Highways (MoRTH, Specification for Rural Roads, MoRD) shall be followed, and where the said specification is silent or items which are not covered, The Tripura PWD Specification, 1972/ the specification of CPWD/ CPHEEO/CWC/ BIS or relevant IRC Standard Specifications as amended till date as determined by the Engineer-In-Charge, in that order should be followed.

SPECIAL CONDITION

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

4. Before submitting the bid, the bidders are to satisfy themselves by actual visit to site, regarding availability of labour and materials and site conditions and any claim of the bidder submitting bids 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 Bidder 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 Bidder 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 Bidder will have to take precaution for his workers. If necessary, he will have to provide diversion at his own cost.

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

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

9. The Bidder shall have to plant at least 45 (forty-five) no’s of sapling (fruit bearing) within the building premises or as per direction of the Engineer-in-Charge. Temporary casing, watering required for up- growing, safety & security of the Plant shall be provided by the agency up to the security period of the contract agreement. The Department will not entertain any payment on this account.

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EXECUTIVE ENGINEER
SPECIAL CLAUSE FOR DISMANTLING OF STRUCTURE

Scope

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

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

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

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

Back-filling

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

Disposal of Materials

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

Measurements for Payment

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

Rate

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

DRAWINGS
1.0 DRAWINGS:

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

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

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

2.0 DISCREPANCIES:

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

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

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

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

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

3.0 SECRECY CLAUSE:

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

FORMS OF SECURITY
Annexure-IV

FORM OF SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information Mr./Sri ………………………………………………………………………………………having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up-to a limit of Rs…………………………………………………………………………………...
(Rupees………………………………………………………………………………………………………………)
. This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)
for the Bank

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

To

………………………………………………..(Name of the Employer)
………………………………………………..(Address of Employer)

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

AND WHEREAS it has been stipulated by you in the said contract that the Bidder shall furnish you with
a bank guarantee by a Nationalized bank for the sum specified therein as security for compliance
with his obligation in accordance with the contract.
AND WHEREAS we have agreed to give the Bidder such bank guarantee.

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you on behalf of
the Bidder, up to a total of……………………………………………. (amount of guarantee)……………………………..(in words), such sum being
payable in the types and proportions of currencies in which the contract price is payable, and we
undertake to pay you, up on first written demand and without cavil or argument, any sum or sums
within the limits of……………………………………………………………………………………………………………………
(amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for a demand for the sum specified
therein.
We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us
with the demand.
We further agree that no change or addition to or other modification of the terms of the contract or
of the works to be performed hereunder or of any of the contract documents which may be made
between you and the Bidder shall in any way release us from any liability under this guarantee and
we hereby waive notice of any such change, addition or modification.

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

Signature and Seal of the Guarantor………………………………………………………………………………………………

Name of the Bank……………………………………………………………………………………………………………………

Address………………………………………………………………………………………………………………………………

Date………………………………………………………………………………………………………………………………

CONTRACTOR EXECUTIVE ENGINEER
VOLUME - II
SECTION- VIII

BILL OF QUANTITIES
To,
The Executive Engineer,
R.D. Agartala Division,
Gurkhabasti, Agartala
Tripura.

Authorized address for communication:-
Telephone nos:-
Mobile Nos:-
Fax no:-
Email ID:-

Name of Work: Development of land for resettlement of families in connection with IOCL project at Suryamaninagar under R D Agartala Division.

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 biding documents and specified in NIT.

Authorized Signature_____________________
Name and Title of Signatory_____________________
Name of the Bidder_____________________
Address_____________________

NOTES ON BILL OF QUANTITIES
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.
**Tender Inviting Authority:** Executive Engineer, RD Agartala Division

**Name of Work:** Development of land for resettlement of families in connection with IOCL project at Suryamaninagar under RD Agartala Division.

**Contract No:** DNIT NO: 1/DEVMT-LAND-SURMNGR / EE/RDAD/18-19 Dt. 21/08/2018

### PRICE SCHEDULE

(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.)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Rate in Rs.</th>
<th>TOTAL AMOUNT in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Excavation in Soil with Dozer with lead upto 100 metres Excavation for roadway in soil by mechanical means with Dozer including cutting and pushing the earth to site of embankment upto a distance of 100 m (average lead of 50 metres), including trimming bottom and side slopes in accordance with requirements of lines, grades and cross-sections as per MoRT&amp;H Technical Specification clauses of section 300 (as per DPR)</td>
<td>18338.4</td>
<td>Cum</td>
<td>60.3</td>
<td>11,05,805.52</td>
</tr>
<tr>
<td>2</td>
<td>Excavation in Soil using Hydraulic Excavator CK 90 and Tippers with Disposal upto 1000 metres. Excavation for roadwork in soil with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes in accordance with requirements of lines, grades and cross-sections and transporting to the embankment location with all lifts and lead upto 1000 m as per MoRT&amp;H Technical Specification clauses of section 300.</td>
<td>22413.6</td>
<td>Cum</td>
<td>43.2</td>
<td>9,68,267.52</td>
</tr>
<tr>
<td>3</td>
<td>Construction of Embankment with Material obtained from Borrowpits Construction of embankment with approved material obtained from borrow pits with all lifts, transporting to site, spreading, grading to required slope and compacting to meet requirement of Tables 300.1 and 300.2 with a lead upto 1000 m as per MoRT&amp;H Technical Specification clauses of section 300.</td>
<td>41092</td>
<td>Cum</td>
<td>167</td>
<td>68,62,364.00</td>
</tr>
</tbody>
</table>

**Total in Figures**

89,36,437.04

**Quoted Rate in Figures**

Select 0.00