

TRIPURA UNIVERSITY

(A Central University)
Suryamaninagar
Tripura West – 799022

TU/Engg.Cell/civil/maintc/15/2023-2024

Dated: 24-01-2024

NOTICE INVITING e- TENDER

Tripura University invite e- Tender from the bonafied Bidder/Firm/Agency/Contractor/Vendor for construction of bicycle stand with iron tubular truss and GCI sheet roof with floor cc with Chequered tiles top and side walling upto required height at RS Hostel Gents Tripura University campus. The Details can be seen at Tripura University website: www.tripurauniv.ac.in. However, for submission of documents please visit <https://eprocure.gov.in/eprocure/app>

Sd/-

[Dr. N. Reang]

Finance Officer (I/c)

Signature Not Verified

Digitally signed by NIRMAL REANG
Date: 2024.01.24 14:15:22 IST
Location: eProcure-EPROC

TRIPURA UNIVERSITY

(A CENTRAL UNIVERSITY)

Tender No:- TU/Engg.Cell/civil/maintc/15/2023-2024



ENGINEERING CELL

E-TENDER Document for:

Name of the work:- CONSTRUCTION OF BICYCLE STAND WITH IRON TUBULAR TRUSS AND GCI SHEET ROOF WITH FLOOR CC WITH CHEQUERED TILES TOP AND SIDE WALLING UPTO REQUIRED HEIGHT AT RS HOSTEL GENTS TRIPURA UNIVERSITY CAMPUS

TRIPURA UNIVERSITY
(A Central University)
ENGINEERING CELL
 Suryamaninagar – 799022

No. TU/Engg.Cell/civil/maintc/15/2023-2024

Dated: 24-01-2024

Name of Work: CONSTRUCTION OF BICYCLE STAND WITH IRON TUBULAR TRUSS AND GCI SHEET ROOF WITH FLOOR CC WITH CHEQUERED TILES TOP AND SIDE WALLING UPTO REQUIRED HEIGHT AT RS HOSTEL GENTS TRIPURA UNIVERSITY CAMPUS.

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Certified that this DNIT contains 23 (Twenty-three) pages numbered from 1 to 23 and schedule of the e-Tender is shown in Section – I

TU/Engg.Cell/civil/maintc/15/2023-2024

Draft Notice Inviting e-Tender Estimated Cost Put to Tender: - Rs.4,27,125.00 (Rupees Four Lakh Twenty-Seven Thousand One Hundred Twenty-Five) only. is hereby **APPROVED**.

Time for completion: 30 Days

(Dr. N. Reang)
Finance Officer(I/c)

Contractor/ Bidder

SECTION- I

NOTICE INVITING TENDERS

LIST OF DATES

TRIPURA UNIVERSITY
(A Central University)
ENGINEERING CELL
 Suryamaninagar – 799022

PRESS NOTICE INVITING E-TENDER (PNIE-T) FOR THE WORK CONTRACT

1. The Executive Engineer, Tripura University(A Central University) on behalf of the Hon'ble Vice-Chancellor, Tripura University (A Central University) invitese-tenders from the eligible Central/State Public Sector Undertakings/Enterprises and also from the approved, eligible and Registered Contractors/Agencies/Firms of appropriate Class, registered with the Central Public Works Department/ the Tripura State PWD/ M.E.S./ B.R.O./ T.T.A.A.D.C./ TSECL/Railway/ other states PWD of appropriate class with cost of tender documents as applicable and stated below (**Non-refundable**) for the following work. The tenders will be submitted online having this website <https://eprocure.gov.in/eprocure/app> and will be opened in the presence of the bidders or their authorized representative if any as per schedule given below.

Sl. No.	Particulars of work	Estimated Amount	Earnest Money	Time of Completion.	Cost of tender documents (non - refundable).
1	Subject : CONSTRUCTION OF BICYCLE STAND WITH IRON TUBULAR TRUSS AND GCI SHEET ROOF WITH FLOOR CC WITH CHEQUERED TILES TOP AND SIDE WALLING UPTO REQUIRED HEIGHT AT RS HOSTEL GENTS TRIPURA UNIVERSITY CAMPUS.	Rs.4,27,125.00	Rs.8543.00	30 Days	Rs. 1000.00 only

N O T E: -

Contractor/ Bidder

2. The tenderers fulfilling the required criteria as mentioned may download the tender document from the website <https://eprocure.gov.in/eprocure/app> and submit online as per the schedule given below. However, the tender documents can also be viewed in the website of the University www.tripurauniv.ac.in.

Date and time of tender publication in the websites.	24-01-2024 at 3.00 PM
Date and time for closing of submission.	13-02-2024 at 12.30 PM
Date and time for opening of technical bid document.	15-02-2024 at 1.00 PM
Date and time for opening of financial bid.	16-02-2024 at 3.00 AM

SECTION- II

General Terms & Condition

General Terms & Condition

1. **Earnest Money Deposit (EMD) and Tender Fee** is to be drawn separately, on any scheduled Bank guaranteed by the RBI, in the shape of "Demand Draft" in favour of the "**Finance Officer, Tripura University**". Tender Fee (Non-refundable) & EMD (Refundable) shall be accepted only as "Demand Draft". Bidder will have to upload the scan copies of the drawn "Demand Drafts" for both Earnest Money & Tender Fee (as a single PDF file of 100 dpi resolution), as a part of the submitted online bid.
2. The Bidders will also have to deposit both the original instruments (Demand Drafts), related to the Earnest Money and Tender Fee and as stated above, in a sealed envelope depicting DNIT No, "Bidder's Name, Address & Phone number", at the office of the **Finance Officer, Tripura University, Suryamaninagar, Tripura (West) PIN-799022** positively before the scheduled Bid Opening Date and Time.
3. Joint ventures are not accepted.
4. Prospective tenderers should not have abandoned any work nor any of the Contracts should have been rescinded during the last seven years ending last day of the month of March' 2023.
5. The date and time of receipt of tenders shall remain unchanged despite the day being declared as holiday; however, the date and time of opening will be next working day and same time as stipulated earlier.
6. The contractor should arrange all the machineries & materials of specified quality by himself/herself from the open markets. The list of machineries possessed by the tenderer should be enclosed.
7. The rates should be quoted on percentage rate basis in the given financial bid as applicable.
8. The Executive Engineer, Tripura University (A central University) reserves the right not necessarily to accept the rate of the lowest tenderer and may reject any or all the tenders without assigning any reason thereof.
9. Contractors may inspect the site & source of Construction materials, if required, before casting tender.
10. Contractor should put his/her full name and address in the specified column in the tender document.
11. In case the contractor fails to complete the work within the stipulated time mentioned in the work order, then action shall be taken against such contractor at the discretion of the Executive Engineer's authority which may lead to debar him/her from further tendering in the Tripura University.
12. Registration certificate for Goods and Services Tax should be submitted with the tender.
13. All taxes shall be payable by the contractor as per the prevailing rates at the time of making payment.
14. Income tax and cess shall be leviable at the rate in force at the time of making payments, as amended by the Government of India/ Government of Tripura as the case may be, from time to time.
15. The schedule of works as per SOR-2020 PWD (R &B), Govt. of Tripura is for reference & to be followed strictly.
16. Notwithstanding the various conditions prescribed in the Tender document, the University may relax one or more such conditions, if required, in favour of deserving Tenderer, in the interest of the University,

without compromising with the quality and standard so required for implementation of the work.

17. The tenderers are advised to see <https://eprocure.gov.in/eprocure/app> and www.tripurauniv.ac.in regularly, as any corrigendum or addendum shall be put on these websites only.
18. Please note that near relatives of the officers and staff of Tripura University are not allowed to participate in the tender. In case, it found so, the tender of such tenderer(s) will be disqualified and rejected out rightly. The term 'relative' for this purpose would be as who are not "near relatives" of the officers and staff of Tripura University.
 - a. Note: A near relative means wife, husband, parents, in-laws, children, brothers, sisters, uncles, aunts and cousins.

SECTION - III

INSTRUCTIONS TO BIDDERS

Tripura University (A Central University), Suryamaninagar, Agartala, Tripura invites E-tenders for: **“Subject: - CONSTRUCTION OF BICYCLE STAND WITH IRON TUBULAR TRUSS AND GCI SHEET ROOF WITH FLOOR CC WITH CHEQUERED TILES TOP AND SIDE WALLING UPTO REQUIRED HEIGHT AT RS HOSTEL GENTS TRIPURA UNIVERSITY CAMPUS”** as per details given in the tender document uploaded on <https://eprocure.gov.in/eprocure/app>.

The offers, in the prescribed format, shall be submitted online at <https://eprocure.gov.in/eprocure/app> as per the tender document. No tender will be accepted in hard copy, fax, e-mail or any other such means. The intending bidders must be registered with e-tender website <https://eprocure.gov.in/eprocure/app>.

The tender document is also available on Tripura University (A Central University) website: <https://www.tripurauniv.ac.in/> for reference and viewing only but not for submission. **However, for the purpose of submission, the website <https://eprocure.gov.in/eprocure/app> should be referred to NIT (notice inviting tender).**

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-tender Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.

More information useful for submitting online bids on the e-tender Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

Bidders are required to enroll on the e-Procurement Portal (<https://eprocure.gov.in/eprocure/app>).

1. with clicking on the link **“Online bidder Registration”** on the e-tender Portal by paying the requisite **Registration fee through online banking.**
2. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate **(Only Class III Certificates with signing + encryption key usage)** issued by any Certifying Authority recognized by CCA India (e.g.Sify/ TCS/ nCode/ eMudhra etc.), with their profile.

5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/ e-token.
7. The scanned copies of all original documents should be uploaded on portal.

SECTION- IV

CONDITION OF CONTRACT

CONDITIONS OF CONTRACT

Clause 1: The person/persons whose tender may be accepted (hereinafter called the contractor) shall permit the University at the time of making any payment for work done under the contract to deduct such sum as will (with the earnest money already deposited) amount to 10 (ten) percent of all moneys so payable, such deductions to be held by the University free of interest, by way of security deposit.

All compensation or any other sum of money payable by the contractor to the University under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from any sums which may be due or may become due to contractor by the University on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale aforesaid, the contractor shall within ten days thereafter make good in Cash or Government securities endorsed as should be raised by sale of his security deposit or any part thereof.

Clause 2 : The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor excluding the period needed for preparation to commence the work as would be mentioned in the concerned work order. The work shall throughout the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent (1%) as the Executive Engineer (whose decision in writing shall be final and conclusive) may decide on the amount of the work order value/agreement value of the work for delay of every week or that the work remains un commenced or unfinished, after the stipulated dates mentioned in the work order/agreement/site order by the Executive Engineer of the University.

And further, to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one fourth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed; one Half of the work before one half of such time has elapsed, and the three-fourth of the work, before three fourth of such time has elapsed, such estimation of the amount of work done at any period being made by the Executive Engineer/Assistant Engineer/ Junior Engineer and decision of the Executive Engineer in this respect shall be final and binding on the contractor. In the event of the contractor failing to comply with this condition he/she shall be liable to pay as compensation an amount equal to one percent (1%) as the Executive Engineer (whose decision in writing shall be final and conclusive) may decide based on the value of the work order/ agreement for delay of every week that the due quantity of work remain incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 per cent of the work order value/ agreement value.

Clause 3: In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself/herself liable to pay compensation amounting to fifty percent or more of his/her security deposit (whether paid in one sum or deducted by instalments) the Executive Engineer on behalf of the University shall have the power to adopt any of the following courses, as he may deem best/suited to the interest of the University,

- (a) To rescind the contract, as to which rescission-notice in writing to the contractor under the hand of the Executive Engineer shall be final and conclusive and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the University.
- (b) To employ labour paid by the University (Engineering Cell) and to supply materials to carry out the work, or any part of the work debiting the contractor with the cost of the labour and the price of the materials plus twenty-four per cent on the total of the aforesaid cost and price, to cover the cost of supervision (as to the amount of which cost and price a certificate of the Executive Engineer shall be final and conclusive) and crediting him/her with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract and the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive.
- (c) To measure up the work, of the contractor and to take such a part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete, in which may be incurred in excess of the sums which would have been paid to the-original contractor if the whole work had been executed by him/her (as to the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him/her by the University under the contract otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him/her by reason of his/her having purchased or produced any materials or entered into any engagements, or made advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under this contract, unless and until the Junior Engineer/Assistant Engineer/Executive Engineer shall have certified in writing the performance of such work and the value payable in respect thereof, and he/she shall only be entitled to be paid the value so certified.

CLAUSE 4 : In the case in which any of the powers as conferred upon the Executive Engineer by clause 3 thereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he/she is liable to pay compensation which with any compensation remaining unrealized amounts to fifty per cent or more of his security deposit. In the event of the Executive Engineer putting in force either of the powers (a) or (b) or (c) vested in him/her under the preceding clause he/she may, be so desired, take possession of all or any tools, plant, machineries, materials and store in or upon the works or the site there or belonging to the contractor, or procured by him and intended to be used for the

execution of the work or any part thereof paying or allowing for the same in account at the contractor rates or in case of these not being applicable, at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final and conclusive, otherwise the Executive Engineer may notice in writing to the contractor or his Clerk or Works, Foreman or other authorized agent require him/her to remove such tools, plants, machineries, materials or stores from the premises within a time to be specified in such notice and up event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his/her risk in all respects, and the certificate of the Executive Engineer as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive.

CLAUSE 5 : If the contractor shall desire an extension of time for completion of the work on the ground of his/her having been unavoidably hindered in its execution or on any other grounds he/she shall apply in writing to the Executive Engineer within 30 days of the date of the hindrance or date of the occurrence or commencement of the aforesaid other grounds on account of which he/she desires such extension as aforesaid and the Executive Engineer shall if in his opinion (Which shall be final and conclusive) reasonable grounds be shown therefore authorize such extension of time, any, as may in his opinion, be necessary or proper.

CLAUSE 6 : The contractor shall give the Assistant Engineer/Executive Engineer notice in writing when the work is completed and on receipt of such notice, the Assistant Engineer or his subordinate shall inspect the work and if completed make an entry in the measurement book to this effect. The contractor shall then be furnished with a certificate by the Assistant Engineer/Executive Engineer (hereinafter called the Engineer-in-charge) of such completion but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the premises (to the location(s) shown by the Junior Engineer to contractor,) on which the work shall be executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off all dirt from all wood work, doors, windows, walls, floors, or other parts of any structures in upon, or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in -charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he/she thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith, pay the amount of all expense so incurred plus twenty four per cent supervision charges and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 7 : No payment shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so

payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilful work to be removed and taken away and reconstructed or recreated, or be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-charge under these, conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work; in default, the Engineer-in-charge may himself prepare or depute a subordinate to prepare such bill; and in any event, the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work shall be final and conclusive.

CLAUSE 8: A bill shall be submitted by the contractor each month on or before the date fixed on work executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same Bill to be submitted' monthly verified, and the claim, as far as admissible adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed, as aforesaid the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his/her duly accredited agent, whose countersignature to the measurement book will be sufficient warrant, and the Engineer-in-charge may prepare or cause to be prepared a bill from such book which shall be binding on the contractor in all respects. Should the contractor dispute the accuracy of any measurement taken for the purpose of any intermediate or final bill or of the completion certificate he/she must intimate the fact, in writing, to the Engineer-in-charge within forty eight hours of the measurement being taken and must obtain a receipt for the safe delivery of the letter either through the post office or direct from the office of the Engineer-in-charge. Should the contractor fail to intimate his/her non -acceptance of the measurements, within forty eight hours of the measurements having been taken, in the manner described, above, no claim will subsequently be entertained in any matter connected with the measurement. If non-acceptance is intimated within the period herein prescribed, the decision of the Engineer-in-charge on the dispute shall be final and conclusive.

CLAUSE 9: The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender/work order/ agreement or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

CLAUSE 10 : If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to the contractor the meaning of effect of this contract, specified in the schedule or memorandum hereto annexed), the contractor shall be

supplied with such materials and stores as required from time to time to be used by him/her 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 or memorandum may be set off or deducted from any sum then due, or thereafter to become due to the contractor under the contract, or otherwise, or against or from the security deposit, or the proceeds of sale thereof if the same is held in Government securities, the same or a sufficient portion thereof bring in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of the University and shall not on any account be removed from the site of the work, and shall at all-time be open to inspection by the Engineer-in-charge or his/her authorized representative (s), but all such materials shall be in the custody of the contractor who shall be responsible for any loss, damage or deterioration due to theft, fire, storm, flood, earthquake or any other cause of any nature whatsoever. Any such materials unused and in perfectly good condition at the time of the completion or termination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his/her hand he/she shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation of account of 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 being unused by him, or for any wastage in or damage to any such materials.

CLAUSE 11: The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and both as regards materials and otherwise in orders, etc. every respect in strict accordance with the true intent and meaning of the drawings, designs and specifications. The contractor shall also conform exactly, fully and faithfully to the true intent and meaning of the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his/her file and to which the contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the contractor shall if he/she so require, be entitled at his/her own expense to make or cause to be made copies of the specifications and of all such designs, drawings, specifications and instructions as aforesaid.

CLAUSE 12 : The Executive Engineer shall have power to make any alterations in, or additions to, the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work, in accordance with any instructions which may be given to him/her in writing and signed by the Executive Engineer, and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he/she agreed to do the main work and at the same rate as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to original contract work, and the certificate of the Executive Engineer shall be final, binding and conclusive as to such proportion. And, if the additional work include any class of work, for which no rate is provided in this contract, then such class of work shall be carried out at the rate entered in the schedule of rates of the Governments (either Tripura PWD or CPWD) plus or minus the

percentage above or below the schedule of rates as per list tender and if such last mentioned class of work is not entered in the schedule of rates of the Governments (either Tripura PWD or CPWD), then the contractor shall within seven days of the date of his/her receipts of the order to carry out the work, inform the Executive Engineer about the rate which it is his/her intention to charge for such class of work, and if the Executive Engineer does not agree to this rate he/she shall, by notice in writing, be at liberty to cancel his/her order to carry out such class of work, and arrange to carry it out in such manner as he/she may consider advisable; provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned, then and in such case he/she shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him/her prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Executive Engineer. In the event of a dispute, the decision of the Executive Engineer of the University will be final, binding and conclusive.

CLAUSE 13 : If the contractor considers any work demanded of him/her to be outside requirements of the contract, or considers any records or ruling of the Executive Engineer to be unfair he/she shall immediately upon such work being demanded of such record, or ruling being made, ask for written instructions or decisions, and within ten (10) days after the date of receipt of the written instructions or decisions, he/she shall file a written protest with the Executive Engineer, stating clearly and in details the basis of his/her objections. Except for such protests or objections as are made in the manner herein specified and within the time limit stated, the records, ruling instruction or decisions of the Executive Engineer shall be final, binding on the contractor and hence conclusive.

CLAUSE 14: If at any time/stage after the commencement of the work, the University shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out, the executive Engineer shall give notice in written of the fact to the contractor on restriction of work who shall have no claim to any payment or compensation whatsoever to be carried out on account of any profit or advantage which he/she might have the right from the execution of the work in full, but which he/she did not derive in consequence of the full amount of the work not having been carried out; neither shall he/she have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work(s) as originally contemplated.

CLAUSE 15: If it shall appear to the Executive Engineer or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials of any inferior description, or that any materials or articles provided case of bad work by him/her for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Executive Engineer specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed: certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be removed the materials or articles specified and provide other proper and suitable materials or articles at his/her own proper charge and cost;

and in the event of his/her failing to do so within a period to be specified by the Executive Engineer in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the contract for every week not exceeding ten days, while his/her failure to do so shall continue and in the case of the contractor's continued failure over and above the ten days specified above the Executive Engineer may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained or, as the case may be at the risk and expense in all respects of the contractor and charge the contractor for the work in sub-clause (b) of clause 3 above.

CLAUSE 16: All Work under or in course of execution or executed of the contract shall at all times be opened to the inspection and supervision of the Executive Engineer or his/her authorized representative(s) and the contractor shall at all times during the usual working hours, and at all other time at which reasonable notice of the intention of the Executive Engineer or his/her subordinate to visit the work shall have been given to the contractor, either himself/herself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself/herself.

CLAUSE 17: The contractor shall give not less than five days' notice in writing to the Engineer-in-charge or his subordinate before covering up or otherwise placing beyond the reach of measurement or inspection any work in order that the same may be inspected or measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement or inspection and shall not cover or place beyond the reach of measurement or inspection, any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work; and if any work shall be covered up or placed beyond the reach of measurement or inspection without such notice having been given or consent obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which, the same executed.

CLAUSE 18: If the contractor or his/her work people or servants shall break, deface, injure or destroy any part of a structure, in which they may be working, or any building road, fence, enclosure or grass land, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work, while in progress, from any cause whatever on any imperfections become apparent in it within three months after a certificate, final or other, of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make good the same at his/her own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the cost(of which the certificate of the Engineer-in-charge shall be final and conclusive) plus twenty four percent supervision charges from any sums that may be then, or any time thereafter may become, due to the contractor or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

CLAUSE 19: The contractor shall supply at his/her own risk and cost all materials (except such special materials, if any, as may in accordance with the contract be

supplied from the Engineer-in-charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these condition he is entitled to be satisfied, or which he is entitled to require together with carriage thereof to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out work for the accuracy of which he is entirely responsible, and for the counting weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his/her so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing, lights and notice required to protect the public accident, and shall be bound to bear the expenses of defense of every Suit action or other proceedings a law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit action, or proceedings to, any such person or which may with the consent of the contractor be paid to compromise any claim by any such persons.

CLAUSE 20: No female labour shall be employed within the limits of a cantonment and labourer below the age of fourteen years shall not be employed on the work.

Works on Sundays.

CLAUSE 21: No work shall be stopped on Sundays without the sanction in writing of the Engineer-in-charge.

CLAUSE 22: The contract shall not be assigned or sub-let without the written approval of the Executive Engineer. And if the contractor shall assign or sub-let his/her contract; or attempt to do so, or become insolvent or commence and insolvency proceedings or make any composition with his/her creditors, or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his/her servants or Work not to be sub-let agents to any public officer or person of the University may be in any way relating to his/her office or employment, or if any such officer rescinded and security or person shall become in any way directly or indirectly in the deposit for failed for sub-letting', bribing, or if contract, the Executive Engineer may there upon by notice in writing contractor becomes rescind the contract, and the security deposit of the contractor insolvent shall thereupon stand forfeited and by absolutely at the disposal of the University and the same consequences shall ensure as if the contract has been rescinded under clause 3 therefore, and in addition the contractor shall not be entitled to recover or be paid for any work actually performed under the contract.

CLAUSE 23: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the University without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

CLAUSE 24: In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his/her information.

CLAUSE 25: All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-charge/ Executive Engineer of the University who shall be entitled to direct at what point or points and in what manner they are to be commenced/ carried on.

CLAUSE 26: Except where otherwise specified in the contract the decision of the Executive Engineer, Tripura University shall be final, conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions etc. herein before mentioned and as to the quality of workmanship, or materials used on the work or as to and other question, claim, right, matter or thing whatsoever, in any was arising out of, or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work, or after the completion or abandonment thereof.

CLAUSE 27: The contractor shall pay his/her labours not less than the wages paid for similar work in the neighbourhood which should not be less than the minimum wages fixed by the Government.

CLAUSE 28: In the case of any class of work for which there is no such specifications as is mentioned in above or in the schedules of items then such work shall be carried out in accordance with the Tripura PWD/ CPWD specifications, and in the event of there being no Tripura PWD/ CPWD specifications, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

CLAUSE 29: The expression “Works” or ‘Work’ where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

Annexure I

All the documents mentioned should be submitted/uploaded in the Central Procurement Portal

Technical Bid

Sl No	Particulars	
1	Name of the Bidder/Firm/Agency/Contractor/Vendor	
2	Address of the Bidder/Firm/Agency/Contractor/Vendor	
3	Enlistment/contractor's license issued by State/Central Govt. Department (Copies to be submitted)	
4	Electrical supervisor license in his/her own name issued by the competent authority of state/central Governments (Copies to be submitted) (Applicable for Electrical Works only)	
5	License of electrical contractor i.e. electrical work contract license in his/her own name issued by the competent authority of state/central Governments (Copies to be submitted) (Applicable for Electrical Works only)	
6	Labour license in his/her own name issued by the competent authority of labour department state/central government (Copies to be submitted)	
7	PAN and GST Registration along with upto date GST clearance certificate in his/her own name issued by the competent authority of Govt. of Tripura/Govt. of India (Copies to be submitted)	
8	Average financial turnover for the last 2(Three) years (Copies to be submitted)	
9.	EMD (Refundable) Amount Transaction No..... Dt. Name of the drawing Bank	
10	Cost of Tender Document (Non Refundable) Amount Transaction No..... Dt. Name of the drawing Bank	

Contractor/ Bidder

11	Experience certificate/Work order supporting execution of similar works put to tender (Copies to be submitted)	
12	Bank details of the Firm/Agency/Contractor/Vendor for receiving payment	

Declaration by the Bidder/ Firm/Agency/Contractor/Vendor

I/we am/are submitting my/our best our in response to your NIT vide No Dated..... For further course of evaluation. I/ We have gone through the terms and conditions as mentioned and understood properly without any short of ambiguity. Therefore, all the informations given by me/ us are true to the best of my/our knowledge and belief. I/ We bind myself/ourselves for compliance of all the terms and conditions as mentioned if the work is offered.

Signature of the Bidder/ Firm/ Agency/ Contractor/ Vendor with seal

Signature Not Verified

Digitally signed by NIRMAL REANG
Date: 2024.01.24 14:16:16 IST
Location: eProcure-EPROC
Contractor Bidder