

**TRIPURA UNIVERSITY**

(A Central University)  
Suryamaninagar  
Tripura West – 799022

**No.F 03/DPO/TU(Civil Mtc)/2026-27**

**Dated: 02-07-2026**

**NOTICE INVITING e- TENDER**

Tripura University invite e- Tender from the bonafied Bidder/Firm/Agency/Contractor/Vendor for Construction of Partition Wall with Aluminium frames and Transparent Glass and false ceiling in the RFID entrance lobby of CENTRAL LIBRARY Building, Tripura University campus. The Details can be seen at Tripura University website: [www.tripurauniv.ac.in](http://www.tripurauniv.ac.in). However, for submission of documents please visit <https://eprocure.gov.in/eprocure/app>

**Sd/-**

**[Dr. Nirmalya Debnath]  
Drawing & Disbursing Officer**

**Signature Not Verified**

Digitally signed by NIRMALYA DEBNATH  
Date: 2026.07.02 15:51:58 IST  
Location: eProcure-EPROC



## **DETAILED NOTICE INVITING e-TENDER**

**NAME OF WORK: Construction of Partition Wall with Aluminium frames and Transparent Glass and false ceiling in the RFID entrance lobby of CENTRAL LIBRARY Building, Tripura University campus.**

**D-Nie-T No.: 03/DPO/TU(Civil Mtc)/2026-27**

**TIME OF COMPLETION :- 45(Fourty five)Days**

*(Participationthrough e-tenderonly)*

Visit: <https://eprocure.gov.in/eprocure/app>

CONTRACTOR

JUNIOR ENGINEER

CONSULTANT ENGINEER



**NAME OF WORK: Construction of Partition Wall with Aluminium frames and Transparent Glass and false ceiling in the RFID entrance lobby of CENTRAL LIBRARY Building, Tripura University campus.**

1. Certified that this DNIeT contains 234 (Two hundred and Thirty Four) pages numbered from 1 to 234.
2. Header of every page is bearing the text "Standard Bid Document for TRIPURA UNIVERSITY".

**Junior Engineer  
Tripura University**

**Consultant Engineer  
Tripura University**

**Dy Registrar(P&D)  
Tripura University**

**D'NIeT No: 03/DPO/TU(Civil Mtc)/2026-27**

Detailed Notice Inviting e-Tender for an amount of Rs. 2,84,880.00 (RUPEES TWO LAKH EIGHTY FOUR THOUSAND EIGHT HUNDRED EIGHTY) only is hereby approved.

**Finance Officer  
Tripura University**

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**GENERALGUIDELINES**

1. This book of "Standard Bid Document for PWD, Tripura-2025 for is applicable to both types of tenders i.e. "Percentage rate tenders and Item rate tenders". Accordingly, alternative provisions are given in Para No. 21 of the SECTION-2: Instructions to Bidders& Eligibility Criteria, Para No. 1.7 of the SECTION-3: Submission, Evaluation of Bid& Award of Contract and Para No. 4& 6 of the 'General Rules and Directions' of this book. The appropriate alternatives will be applicable in specific cases depending onwhetherthis isused for percentage rate tender(Tripura PWD -7) oritem rate tender (Tripura PWD -8).
2. DNIeT, Tripura PWD Form-6, Instructions to Bidders& Eligibility Criteria, Submission, Evaluation of Bid & Award of Contract, Tripura PWD -7/8, General Conditions of Contract, Appendices, Schedules- A to F, Additional/Special Conditions/Specifications and Drawings and, proforma for Annexures [for information and guidance] will be uploaded in the e-procurement portal for viewing& downloading by the intending bidders. All the documents shall form a part of the agreement to be drawn and signed by both parties after acceptance of tender.
3. All blanks are confined to Notice Inviting e-Tender (NIeT), Tripura PWD Form - 6 and Schedules - A to F.
4. Tender Inviting Authority (TIA) shall fill up all the blanks (or, strike out/include the unrelated/related words respectively, as the case may be) in Tripura PWD Form - 6 and in Schedules- B to F before approval and uploading of Tender documents. TIA/Executive Engineers shall take special care regarding the inclusion of the Schedules- B to F in correct form before it is ready for agreement.
5. The intending bidders shall write their name and quote their percentage/item rates (in figures only) in Schedule-A of uploaded BOQ Sheet (in Macro Enabled Excel format) in e-procurement portal.
6. The proforma for Annexures and Schedules- A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled, shall be uploaded to the e-procurement portal.
7. **TimeLimitforPublicityofTenders:**

Time for publicity :The following time limits between the date of publication of tender on website and the date of receipt of the tenders are desirable.

  - (a) **7(seven)days**inthecaseofworkswithestimatedcostputtotenderupto **`2.00crore.**
  - (b) **14(fourteen)days**inthecaseofworkswithestimatedcostputtotender **morethan`2.00crore(forsinglebid tenderingsystem)**subjecttothe conditionthataperiodof7(seven)daysshallbeprovidedforbidsubmission following the issuance of any clarifications or modifications to the bid document, includingthosearising fromthe pre-bid meeting.
  - (c) **21(twentyone)days**fortendersintwobid tenderingsystemssubjecttothe conditionthataperiodof7(seven)daysshallbeprovidedforbidsubmission following the issuance of any clarifications or modifications to the bid document, includingthosearising fromthe pre-bid meeting.

The time limits mentioned above are exclusive of date of publication but inclusive Of last date of receipt of tender.

These time limits may be altered by the NIT approving authority, with recorded reasons

keeping in view the exigencies and complexity of the work. However, the publicity period even for short notice tenders shall not be less than 3 (three) days.

Any corrigendum or amendment, if necessary, must be issued at least 3 (three) days before the last date for submission of tenders. To allow prospective bidders sufficient time to consider these changes in their bid preparation, the Tender Inviting Authority shall extend the submission and opening dates by a minimum of 7 (seven) days. However, if an extension is required for reasons other than amendments or clarifications, the extension period may be less than 7 (seven) days.

If the banks are closed on the last date of submission of tenders, the date shall be postponed to next working day.

Additionally, there is no bar to issuing advertisement in any newspaper, but confirmation of publication of advertisement in the newspaper is not mandatory for finalizing the tender.

#### 8. Bid Fee:

The Bid Fee to be paid electronically over the online payment facility provided in the e-procurement portal any time after start date of bid submission and before bid submission end date using Net Banking facility by the bidders, is Non-Refundable (except in case of cancellation of tender before opening of bid, Bid Fee is Refundable) and to be deposited to the Government account automatically as revenue. **Payment of Bid Fee is mandatory.**

##### Amount of Bid Fee:

- (a) `1000 [estimated cost put to tender upto `50 Lakh]
- (b) `4000 [estimated cost put to tender above `50 Lakh - upto `150 Lakh]
- (c) `8000 [estimated cost put to tender above `150 Lakh - upto `600 Lakh]
- (d) `10000 [estimated cost put to tender above `600 Lakh - upto `1000 Lakh]
- (e) `15000 [estimated cost put to tender above `1000 Lakh - upto `2000 Lakh]
- (f) `20000 [estimated cost put to tender above `2000 Lakh]

#### 9. Earnest Money Deposit (EMD):

The amount of Earnest Money Deposit (EMD) is equivalent to @ **2% (two percent) of the estimated cost put to tender. Payment of Earnest Money is mandatory.**

- The Earnest Money Deposit (EMD) shall be submitted through one of the following methods: Online Payment Facility: Through the e-procurement portal.
- Electronic Bank Guarantee (e-BG): Issued by National E-Governance Services Limited (NeSL).

An **online tender fee and EMD**, shall be paid through **RTGS/NEFT**. A **scanned copy of the payment proof** must be uploaded along with the tender documents. The **bank details** are as under:

- **Name of the Account** : **Tripura University Online Deposit Account.**
- **Type of Account** : **Savings Bank Account**
- **Account Number** : **44836399405**  
**IFSC** : **SBIN001049**

Validity of Earnest Money Deposit:

- The full amount of the EMD, submitted through any of the accepted payment instruments, must remain valid for a period of at least **45 (forty-five) days** beyond the bid validity periods specified in the tender document.

10. **MSMEs registered under the Udyam Registration or with NSIC are exempted from payment of bid fee & EMD for supply of goods and services only.**

11. **Bid Validity:**

**Single bid Tendering system: 90 (ninety) days** from the due date of opening of bid.

**Two bid Tendering system: 120 (one hundred twenty) days** from the due date of opening of technical bid.

12. **Pre-bid Conference:** Pre-Bid Conference/Meeting (conducted both online and offline) will be held to clarify any doubts that prospective bidders may have regarding the contract conditions, specifications, or any other aspects of the tender.

Generally, in case of tenders wherever felt necessary, a suitable provision may be kept by the Tender Inviting Authority (TIA) for inviting the bidders or their official representatives to attend online/offline pre-bid conference/meeting at a specified place and time (as mentioned in NIT), for clarifying issues and clearing doubts, if any, about the specifications/ Terms of Reference and other allied technical/commercial details of the work, services, plant, equipment and machinery etc.

The approved 'minutes of meeting', shall be uploaded in the e-procurement portal (by TIA) under "Pre-bid Meeting" menu.

If no queries are received, whether or not bidders are present at the pre-bid meeting, the Tender Inviting Authority (TIA) shall upload the minutes of the meeting stating 'NIL Queries' in the e-procurement portal under the 'Pre-Bid Meeting' menu.

The approved 'minutes of meeting' of the pre-bid conference/meeting shall form part of tender document.

Date of pre-bid conference/meeting should be at least 10 (ten) days before the last date of online submission of bids.

13. If the Tender Inviting Authority (TIA) decides to forfeit the Earnest Money Deposit (EMD) of any bidder through the e-procurement portal, the forfeiture option must be invoked for that bidder on the same day of the tender's rejection or cancellation—specifically within banking hours on a working day. Failure to initiate forfeiture within this period will result in the automatic refund of the Earnest Money to the bidder's account by the e-procurement portal.

14. **The Procuring Entity reserves the right, at its sole discretion, to modify the tendering procedure or eligibility criteria, including changing the bidding system from Single Bid to Two Bid, or vice versa, as deemed necessary for the specific requirements or exigencies of a specialized project or particular procurement.**

**DISCLAIMER**

The information contained in this Bid document provided to the bidder, by or on behalf of Public Works Department, TRIPURA UNIVERSITY or any of its employees, is provided to the bidder(s) on the terms and conditions set out in this Bid document and all other terms and conditions subject to which such information is provided.

The purpose of this Bid document is to provide the bidder with information to assist the formulation of their proposals. This Bid document does not purport to contain all the information each bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for PWD, Tripura, its employees to consider the business/investment objectives, financial situation and particular needs of each bidder who reads or uses this Bid document. Each bidder should contact its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Bid document and where necessary, obtain independent advice from appropriate sources. PWD, Tripura, its employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Bid document.

**Definitions:**

1. "Employer/Principal": Engineer-in-Charge of the work.
2. "Owner": \*....., Government of Tripura; [For deposit works only]
3. "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers;
4. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any eligible person or firm or company, including a consortium (that is an association of several persons, or firms or companies), participating in a procurement process with a procuring entity;
5. "Appropriate Class" shall mean any individual, firm, or company duly enlisted with the competent authority, possessing the requisite tendering limit as prescribed by the enlistment issuing authority, and thereby eligible to participate in the procurement process;
6. "Appropriate Category" shall refer to the specific class of work or nature of project for which a Contractor is qualified and authorized to execute, as per the enlistment issued by the competent authority;
7. "Works" refer to any activity, sufficient in itself to fulfil an economic or technical function, involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works. The term "Works" includes (i) civil works for the purposes of roads, railway, airports, shipping-ports, bridges, buildings, irrigation systems, water supply, sewerage facilities, dams, tunnels and earthworks; and so on, and (ii) mechanical and electrical works involving fabrication, installation, erection, repair and maintenance of a mechanical or electrical nature relating to machinery and plants.
8. "Bid Opener(s)" means Engineering officer or Divisional Accounts Officer or any officials who are nominated/selected by the TIA at the time of tender creation for opening/decryption of technical & financial bid in e-procurement portal;
9. "e-Procurement" means the use of information and communication technology (specially the internet) by the procuring entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non-discriminatory and efficient procurement through transparent procedures;

10. "Notice Inviting e-Tender (NIEt)" (including the term 'Invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the procuring entity, which informs the potential bidders that it intends to procure goods, services and/ or works;
11. "DNIEt Approving Authority" means Engineering Officer who approves the NIT as per latest Delegation of Financial Power Rules, Tripura (DFPRT) and general guidelines of the department in force;
12. "ProcurementProcess" meanstheprocessofprocurementextendingfromthe assessmentofneed;issueofinvitationtopre-qualifyortoenlistortobid,asthecase may be; the award of the procurement contract; execution of contract till closure of the contract;
13. "Procuring Entity (including Procuring Authority or Employer)" means any Department of the State Government or a unit thereof or its attached or subordinate office to which powers of procurement have been delegated;
14. "Standard Bid Document (SBD)" (including the term 'tender (enquiry) documents' in certain contexts) means a document issued by the procuring entity, including any amendmentthereto,thatsetsoutthetermsandconditionsofthegivenprocurementand includestheinvitationtobid.AStandard(Model)BiddingDocumentisthestandardized templatetobeusedforpreparingBiddingDocumentsaftermakingsuitablechangesfor specific procurement;
15. "Tender Accepting Authority (TAA)" means Engineering Officer or Administrative Department, who accept the Tender as per latest Delegation of Financial Power Rules, Tripura (DFPRT) in force;
16. "Tender Evaluation Committee (TEC)" means a committee constituted by the department for evaluating technical & financial bid; shall decide the responsiveness of bidder (in case oftechnicalbid);andshalldecidethereasonablenessof quotedrate&recommendthe bid rank (in case of financial bid) to TAA;
17. "Tender Inviting Authority (TIA)" means Engineering officer who shall invites NIT, create& publish bid, upload document related to pre-bid conference/meeting& bidder's clarification, open& prepare comparative statement of technical& financial bid andupload documents related to technical/financial bid evaluation & Award of Contract in e-procurement portal with the help of Bid Openers. TIA shall also write & send official letter to bidder for submission of shortfall document and other documents as required as per tender/bid document;
18. "Contractor/ Agency": The Bidder whose bid will be accepted by the Employer for awardof the work as per Tripura PWD - 7/8 and shall include such successful Bidder's legal representatives, successors and permitted assignees;
19. "Online":Any action, process, or transaction carried out through the designated e-procurement portal shall be deemed as an"Online" activity. This includes, but is not limited to, the submission of Price Bids, which must be completed strictly via the prescribed e-procurement portal in accordance with the applicable guidelines and procedures;
20. "Offline": Any action, process, or transaction executed outside the e-procurement portal, utilizing conventional means such as physical documents, in-person submissions, or any otherton-digitalmethods,shallbedeemedasan"Offline"activity,subjectto compliancewiththeapplicablerulesandproceduresgoverningsuchmethods.
21. "e-Tender": Tender in which one can participate online by means of logging in to the required website;
22. "Digital Signature": Any electronic document, which contains encrypted message digest usinghashalgorithmmandTenderspublickeyisknownasDigitallySignedDocuments andtheprocessofgeneratingsuchdocumentiscalleddigitallysigningit;
23. "ScannedCopy":ElectronicCopyofanydocumentgeneratedusingaScanner;

24. "System": Meansthecomputerwhichhoststhewebsite(<https://tripuratenders.gov.in>) where bidders can participate in the tendering process online;
25. "Upload": Theprocessoftransferringelectronicdocumentfrombidder'scomputer usinginternetconnection tothewebsiteiscalleduploading;
26. "Approved/Approval": Meansapprovalinwriting;
27. "Construction Plant": Means all equipment, appliances or things of whatsoever nature requiredfortheexecution,completionormaintenanceoftheworkortemporaryworks but does not include materials or other things intended to form or forming part of permanent work;
28. "Contract": Means the instructions and information for bidders, general and special conditions,specifications,drawings,tender(includingschedulesofquantities&tender prices), the formal agreement and all addenda and attachments related to the above.
29. "Drawings": Means the drawings referred to in the specifications, any modifications of suchdrawingsapprovedinwritingbytheProjectauthorityandsuchotherdrawingsas may from time to time be furnished or approved in writing bythe Engineer-in-Charge;
30. "Engineer-in-Charge": Means the Executive Engineer - in charge of the work, specifiedparts of the work under the contract or such other Engineer to whom the Engineer-in- Charge may have delegated certain duties, acting separately within the scope of the particular duties entrusted to them. It is however, to be distinctly understood that, no delegation of powers shall be made to such Officers, except in respect of supervision to ensure compliance of the contract conditions;
31. "Contract Price": Means the agreed amount stated in the Contract Agreement forexecution and completion of the works and the remedying of any defects, and includes adjustments (if any) in accordance with the contract;
32. "Agency's Equipment": Means all apparatus, machinery, vehicles and other thingsrequired & brought to site by the agency, for the execution and completion of the works and the remedying of any defects. However, Agency's Equipment excludes Temporary works, Employer's equipment (if any) plant, materials and any other things intended to form or forming part of the permanent works;
33. "Goods": Means Agency's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate;
34. "Materials": Meansthingsofallkinds(otherthanPlant)intendedtoformorforming partofthePermanentWorks,includingsupplyofmaterials(ifany)tobesupplied by the Agency under the Contract;
35. "Permanent Works": Means the permanent works to be designed and executed by the Agency under the Contract;
36. "I.S.S/B.I.S": MeansIndianStandardspecifications/BureauofIndianstandard;
37. "Month": Meansfromthebeginningofagivendateofacalendarmonthtotheendof preceding date of the next calendar month;
38. "Week": Meanssevenconsecutivedays;
39. "Day": Meansadayof24hoursfrommidnighttomidnight;
40. "Rupees(₹)": MeansRupeesofIndianCurrency;
41. "Site": Meansthelandsandotherplaceson,under,inorthroughwhich,theworksare tobeexecutedorcarriedoutandanyotherlandsorplacesprovidedbytheOwnerfor the purposes of the contract together with such other places as may be specifically designatedintheContractorsubsequentlyapprovedasformingpartofthesite;
42. "Temporary Works": Means all temporary works of every kind required for performanceof the Contract;
43. "Country": Means the Country in which the site (or most of it) is located, where the Permanent Works are to be executed i.e. INDIA;

44. "Sub-Agency" shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sub-let by the Agency with the consent in writing of the Engineer-in-Charge and will include the legal representatives, successors and permitted assignees of such person;
45. "Consulting Engineer"/"Consultant" shall mean any firm or person duly appointed as such from time to time by the Owner;
46. "Specification" shall mean the Technical Specifications forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon;
47. "Inspector"/"Sub-Divisional Officer"/"Assistant Engineer"/"Junior Engineer" shall mean the Employer/Owner or any person nominated by the Employer/Owner from time to time, to inspect the equipment, stores or work under the Contract and/or the duly authorized representative of the Employer/Owner;
48. "Letter of Acceptance" shall mean the official notice issued by the Employer notifying the Agency that his proposal has been accepted;
49. "Letter for Commencement" shall mean the official notice issued by the Employer notifying the Agency for taking possession of work site and starting the work;
50. "Date of Contract" shall mean the date on which both the parties have signed the Contract Agreement;
51. "Writing" shall include any manuscript, type-written or printed statement, under or over signature and/ or seal as the case may be;
52. When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined By', 'Accepted', 'Permitted' or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be function of the Owner/Engineer;
53. "Defect Liability Period" shall mean the period during which the Agency shall remain liable for repair or replacement of any defective part of the Works performed under the Contract;
54. Words importing the singular only shall also include the plural and vice-versa where the context so requires;
55. Words importing "Person" shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not;
56. Terms and expressions not here defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), Arbitration & Conciliation Act 1996 with its amendment, failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897), CPWD Manual, IRC Standard Code of Practice, BIS, National Building Code.

**TRIPURA UNIVERSITY**  
**DEVELOPMENT AND PLANNING OFFICE**  
**PRESSNOTICEINVITINGe-TENDER**

P'Nle-TNo.:03/DPO/DR(P&amp;D)TU/CIVIL/2026-27

Dated:02/07/2026

The Consultant Engineer Tripura University on behalf of the 'TRIPURA UNIVERSITY, invites online percentage rate e-tender in E tendering system(CPP) from the Central& State Public Sectorundertaking/Enterprise and eligible Contractors/Firms/PrivateLtd.Firm/AgenciesofAppropriateClass&Categoryregistered with any wing of State(s) PWD /CPWD /MES /Railway for the following work through e- procurement portal: <https://eprocure.gov.in/eprocure/app>

D'Nle-TNo.	
NameofWork:	Construction of Partition Wall with Aluminium frames and Transparent Glass and false ceiling in the RFID entrance lobby of CENTRAL LIBRARY Building, Tripura University campus.
Estimatedcost:	Rs. 2,84,880.00
TimeofCompletion:	45 Days
EarnestMoney:	₹6000.00
Last date and time of submission of bid:	22/07/2026

Thebidforms and other detailsincluding onlineactivities shouldbedone in the e- procurement portal <https://eprocure.gov.in> The press notice is also available on <https://eprocure.gov.in>

**Consultant Engineer**  
**Tripura University**

**Memo.No.** 03/DPO/DR(P&D)TU/CIVIL/2026-27,

**Dated:02/07/2026**

***CopyTo:***

1. The Registrar, Tripura University
2. The Finance Officer, Tripura University
3. The Controller of Examination , Tripura University
4. PS to the Hon'ble Vice Chancellor, Tripura University.
5. Director ICA , Gandhighat Tripura Govt for publication.

**Consultant Engineer  
Tripura University**

**LISTOFIMPORTANTDATESINCONNECTIONWITHTHETENDERFORTHEWORK**

(FORMINGPARTOFNITANDTOBEPOSTEDINE-PROCUREMENTPORTAL)

**Name of Work: Construction of Partition Wall with Aluminium frames and Transparent Glass and false ceiling in the RFID entrance lobby of CENTRAL LIBRARY Building, Tripura University campus.**

1.

1.	Completion period for the work:	<b>45days.</b>
2.	Date ofPublishingofBid:	<b>02/07/2026 at 03.30 PM</b>
3.	Bidding Documents Downloading Start Date and Time:	<b>02/07/2026 at 03.45 PM</b>
4.	Bidding Documents Downloading End Date and Time:	<b>22/07/2026 upto 12.00 Noon</b>
5.	Seeking Clarification Start Date and Time:	<b>02/07/2026 at 03.30 PM</b>
6.	Seeking Clarification End Date and Time:	<b>15/07/2026 upto 4.30 PM</b>
7.	Date and Time of Pre-Bid Meeting / Conference:	<b>16/07/2026 at 12.00 Noon</b>
8.	PlaceofPre-BidConference/Meeting:	Chamber of CONSULTANT ENGINEER, DEVELOPMENT AND PLANNING, TU.
9.	BidSubmissionStartDateandTime:	<b>02/07/2026 at 04.00 PM</b>
10.	BidSubmissionEndDateandTime:	<b>22/07/2026 upto 12.00 Noon</b>
11.	DateandTimeofOpeningBid:	<b>23/07/2026 at 1.00 PM</b>
12.	PlaceofOpeningBid:	<b>FINANCE BRANCH, TRIPURA UNIVERSITY</b>
13.	LastdateofBidValidity:	<b>180 DAYS</b>
14.	Officer inviting Bid/ Tender Inviting Authority (TIA):	<b>FINANCE OFFICER TRIPURA UNIVERSITY</b>

Notes:-

1. All the above-mentioned online activities should be done in the e-procurementportal [eProcurement System Government of India](https://procurement.gov.in)
2. Alltheabove-mentioneddate&timeareasperserverclockdate&timeofe- procurement portal <https://tripuratenders.gov.in>
3. Strikeoutwhichisnotrequired.

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**List of documents to be scanned and uploaded within the period of bid submission**

Sl.No.	Description
1.	Earnest Money Deposit (EMD) for an amount ₹6000.00 to be paid through D CALL/ DEMAND DRAFT/ BANKERS CHEQUE in favour of FINANCE OFFICER
2.	<b>Bid Fee</b> for an amount ₹.1000 D CALL/ DEMAND DRAFT/ BANKERS CHEQUE in favour of FINANCE OFFICER
3.	Documents relating to the <b>Enlistment order of the contractor</b> of appropriate class & category. <b>(To be scanned and uploaded)</b>
4.	Detail / Structure of the Organization in the prescribed format <b>(To be filled up the relevant information, signed, scanned and uploaded) (Appendix-“II”)</b>
5.	In case of Company – Upload following DOCUMENTS: i) MOA & AOA of the Company ii) Registration Certificate of Company iii) Power of Attorney duly registered & notarized by Company (backed by resolution of Board of Directors) in favour of individual, signing the tender on behalf of Company including the <b>authorization of DSC user.</b> <b>(To be scanned and uploaded)</b>
6.	In case of Partnership Firm – Upload the following DOCUMENT on e-tender Portal: i) Self-attested copy of registered/notarized partnership deed. ii) Power of Attorney duly authorizing one or more partners of the firm OR any other person authorized by all the partners to act on behalf of the firm to submit & sign tenders including the <b>authorization of DSC user (To be scanned and uploaded)</b>
7.	In case of Sole Proprietorship Firm – Notarized copy of Affidavit in support of proprietorship <b>(To be scanned and uploaded).</b>
8.	<b>GST registration certificate</b> of the state. Contractor who has not registered GST with Tripura State, have to submit the same within 30 (thirty) days from the date of issuing the “Letter of Commencement of Work”. The GSTIN should be registered against the State Tripura for making any payment, otherwise no running account bill shall be paid to the contractor for the work. <b>(To be scanned and uploaded)</b>
9.	<b>Declaration by the Bidder</b> in the prescribed format <b>(To be filled up the relevant information, signed, scanned and uploaded) (Appendix-“III”)</b>
10.	<b>Undertaking by the Bidder</b> [for Composite Bid only] <b>(To be signed, scanned and uploaded) (Appendix-“IV”)</b>
11.	Entire Bid document is first to be downloaded from E-tender Portal (in PDF Format) and then, to be uploaded with digital signature by the Authorized Signatory of the bidder as a proof of acceptance of all terms and conditions in the DNIT.
12.	All pages of all the Corrigendum/Addendum/Clarification etc. (if any) are first to be downloaded from e-tender Portal and then to be uploaded with digital signature by the Authorized Signatory of the bidder. <b>(To be scanned and uploaded)</b>
13.	Financial Bid (Microsoft Excel file) to be filled, saved and uploaded in e-tender Portal i.e. <a href="https://tripuratenders.gov.in">https://tripuratenders.gov.in</a>

**IMPORTANT NOTES:**

1. Document **Sl.No. 3 to 10** of the Check List above should be scanned and uploaded at website in ‘Document Library’ of the e-tender Portal <https://tripuratenders.gov.in>

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through digital signature and after that, attach all above DOCUMENT in particular tender. **Bidders must complete Appendix-II, III, and IV with the required information as per the specified format, sign them, scan the signed documents, and upload them to the e-procurement portal.**

2. Similarly, the document mentioned at **Sl. No. 11 & 12** of the Check List should first be downloaded from e-tender Portal (in PDF Format) and thereafter, upload them to e-tender Portal, through digital signature in document library & after that, attach the same in particular tender.
3. However, the bidder(s) must make payment against **Sl. No. 2** of the check list electronically over the online payment facility provided in the e-procurement portal as Cost of Bid Document/Bid fee any time after start date of bid submission and before bid submission end date using Net Banking facility by the bidders, failing which, the offer of the tenderer would be summarily rejected.
4. DELETED
5. For Document **Sl. No. 13** of the Check List, only the downloaded 'Financial Bid' file should be uploaded after filling, saving and digitally signed. Do not upload scanned copy of 'Financial Bid' in 'Document Library'. The financial bid (after filling the rates) should neither be scanned & uploaded, nor, the hard copy of the same should be submitted to the office of the TIA.
6. The bidder, whose bid has been accepted, will require to submit the following documents within the time period specified in 'Schedule-F'
  - i) Programme Chart (Time and progress)
  - ii) Valid Labour License or, proof of applying for obtaining Labour License, Registration of employee/workers with EPFO (Employees' Provident Fund Organization) including Provident Fund Code No., Registration of employee/workers with ESIC (Employees' State Insurance Corporation, Registration of employee/workers with BOCW (Building and Other Construction Workers) Welfare Board, whichever is applicable.
  - iii) Details of Key Technical Personnel as per prescribed format [**Appendix-V**] in accordance with Clause 32, GCC as indicated in Schedule-F.

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**PART-A**

**SECTION-1**  
**NOTICEINVITINGe-TENDER**

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**TripuraPWDForm-6**

The Consultant Engineer Tripura University on behalf of the 'TRIPURA UNIVERSITY, invites online percentage rate e-tender in E tendering system from the Central& State Public Sectorundertaking/Enterprise and eligible Contractors/Firms/PrivateLtd.Firm/AgenciesofAppropriateClass&Categoryregistered with any wing of State(s) PWD /CPWD /MES /Railway for the following work through e- procurement portal: <https://eprocure.gov.in/eprocure/app>

<b>D'Nle-TNo.:</b>	
<b>NameofWork:</b>	<b>Construction of Partition Wall with Aluminium frames and Transparent Glass and false ceiling in the RFID entrance lobby of CENTRAL LIBRARY Building, Tripura University campus.</b>
<b>EstimatedcostputtoTender:</b>	<b>₹2,84,880.00</b>
<b>BidFee:</b>	<b>₹1,000.00</b>
<b>EarnestMoneyDeposit:</b>	<b>₹ 6000.00</b>
<b>TimeforCompletionofWork:</b>	<b>45 days</b>
<b>Lastdateandtimeofsubmissionofbid:</b>	<b>22/07/2026</b>
<b>Bidvalidity:</b>	<b>120 daysfrom the due date of its Opening.</b>

1. Theenlistmentofthecontractorsshouldbevalidonthelastdateofsubmissionofbids. In case the last date of submission of tender is extended, the enlistment of contractor should be valid on the original date of submission of bids.
2. This estimate, however, however, is given merely as a rough guide based on the tentative quantity and scheduled rate set by the PWD. The quantity may vary based on the requirement during actual execution but the scheduled rates which are the firm baseratesofthistenderdocument,basedonwhichthetenderershallcalculatehisownrate so as to complete the work and quote in the BID document. *[For composite bid, besides indicatingthecombinedestimatedcostputtobid,shouldclearlyindicatetheestimated costofeachcomponentseparately.Theeligibilityofbidderswillcorrespondtothe combinedestimatedcostofdifferentcomponentsputtobid]*
3. Agreement shall be drawn with the successful bidder on prescribed Form No.**Tripura PWD 7 / 8**[or GCC 2025 with amended up to date] which is appended with this bid document and also available as a TRIPURA UNIVERSITYPublication& on website [www.eprocure.gov.in](http://www.eprocure.gov.in)Biddersshallquotehisratesaspervarioustermsand conditionsofthesaidformwhichwillformpartoftheagreement.
4. The time allowed for carrying out the work will be 180 days from the date of start as definedin 'Schedule-F'or from thefirstdateofhanding over of thesite,whichever is later,inaccordancewiththephasing,ifany,indicatedinthetenderdocuments.

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5. The site for the work is available: Portion without any hindrance/ Portion with encumbrances/ Portions dependent on work of other agencies. [~~strike out or include as the case may be~~]

The handing over of site to the contractor shall be recorded in the site order book with date.

The architectural and structural drawings are available. However minor revisions may be carried out during execution.

Or

The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of work.

[~~strike out or include as the case may be~~]

6. Bid documents consisting of plans, specifications, the schedule of quantities of the various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents including General Conditions of Contract that can be seen and downloaded from e-procurement portal <https://tripuratenders.gov.in> free of cost.
7. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
8. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-entrate of all the items) but before last time and date of submission of bid as notified.
9. The required documents as specified in the bid documents shall be scanned and uploaded to the e-procurement portal within the period of bid submission. Online bid documents submitted by intending bidders shall be processed only of those bidders, who has successfully submitted Bid Fee (online payment mode only) & Earnest Money (online or e-BG) in e-procurement portal and other documents scanned and uploaded are found in order.
10. Physical submission of any document will not be considered & shall not be processed for bid evaluation.
11. The bids submitted shall become invalid and e-Tender processing fee/Bid Fee shall not be refunded if:

The bidder is found ineligible.

The bidder does not upload scanned copies of all the documents (including GST registration) stipulated in the bid document

If any discrepancy has been noticed between the documents as uploaded at the time of online submission of bid and original copies [~~if asked to submit by Tender Inviting Authority (TIA) for document verification purpose~~] as submitted by the bidder.

If a tenderer quotes nil rates against each item or any item, in item rate tender or does not quote any percentage above/below/at par on the total amount of the tender in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

DELETED.

The bidder does not submit the EMD in specified format, before the date and time of opening of bid

12. The bidder, whose bid has been accepted, shall be required to submit the following documents within the time period specified in 'Schedule-F':

Performance Guarantee of 5% (Five percent) of the Contract Amount. This guarantee shall be in the form of "Deposit at Call receipt or, Demand Draft or, Banker's Cheque or, Bank Guarantee" drawn in favour of the Tender Inviting Authority (TIA) from a well-recognized scheduled/commercial Bank guaranteed by the Reserve Bank of India having branch at Agartala, Tripura which shall be initially valid up to the stipulated date of completion plus minimum 180 days beyond that.

And

For tenders less than 10% (ten percent) of the estimated cost put to tender, the difference between the tendered amount and 90% (ninety percent) of the estimated cost put to tender, shall be paid by the successful tenderer as an additional performance guarantee to fulfill the contract in the form of "Deposit at Call receipt or, Demand Draft or, Banker's Cheque or, Bank Guarantee" drawn in favour of the Tender Inviting Authority (TIA) from a well-recognized scheduled/commercial Bank guaranteed by the Reserve Bank of India having branch at Agartala, Tripura which shall be initially valid up to the stipulated date of completion plus minimum 180 days beyond that.

For tenders up to 10% less than the estimated cost put to tender, no Additional Performance Guarantee is required.

In case the bidder fails to deposit the said performance guarantee & Additional Performance Guarantee (if applicable) within the period as indicated in Schedule-F, including the extended period if any, the Earnest Money deposited by the bidder shall be forfeited without any notice to the bidder and the bidder shall be liable to suspend from taking part/ submission of bid in any bidding process of the Department for 1 (one) year starting from the date of issuance of notification and the same information shall be recorded in his/her enlistment up gradation or revalidation process document. Further, the bidder shall not be allowed to participate in the bidding process of the work.

The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee and additional performance guarantee (if applicable).

Proposed methodology and program of construction, supported with equipment planning and deployment, duly supported with broad calculations, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

Valid Labour License or, proof of applying for obtaining Labour License, Registration of employee/workers with EPFO (Employees' Provident Fund Organization) including Provident Fund Code No., Registration of employee/workers with ESIC (Employees' State Insurance Corporation, Registration of employee/workers with BOCW (Building and Other Construction Workers) Welfare Board, whichever is applicable.

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Details of Key Technical Personnel as per prescribed format [Appendix-V] in accordance with Clause 32, GCC as indicated in Schedule-F.

13. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.
14. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
15. The competent authority on behalf of the Hon'ble VICE CHANCELLOR, TU of Tripura does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
16. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
17. The competent authority on behalf of Hon'ble VICE CHANCELLOR, TU of Tripura reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
18. 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 Junior Engineer and above on the Engineering side and FINANCE OFFICER and above on the administrative side. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazette officer in the Public Works Department (PWD). Any breach of this condition by the bidder would render him liable to be removed from the approved list of contractors of this Department.
19. No Engineer of Gazette rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the TRIPURA UNIVERSITY is allowed to work as a contractor for a period of 2 (two) years after his retirement from Government service, without the previous permission of the TRIPURA UNIVERSITY in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of Tripura as aforesaid before submission of the tender or engagement in the contractor's service.

20. The bid for the works shall remain open for acceptance for a period of 90 (ninety) days from the due date of opening of bids as specified. If the Bidder withdraws the Bid during the validity period of Bid or issue of letter of acceptance, the full (100%) amount of the earnest money so deposited online or e-BG, will be forfeited by TIA to the Government account without any notice to the bidder. Also, the bidder shall be liable to suspend from taking part/ submission of bid, in any bidding process of the Department for 180 (one hundred eighty) days starting from the date of issuance of such notification and the same information shall be recorded in his/her enlistment up gradation or revalidation process document. Further, the bidder (s) shall not be allowed to participate in the rebidding process of the work.
21. In case, the bidder, whose bid has been found to be the lowest evaluated bid, withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall re-tender the case.
22. This Notice Inviting e-Tender shall form a part of the contract document. The successful Bidder/Tenderer/contractor, on acceptance of his tender/ bid by the Tender Accepting Authority, shall start of the work & sign the agreement (within the time period as mentioned in Schedule-F) consisting of:-
- (i) Agreement in standard format on non-judicial stamp paper of ₹.100.00
  - (ii) The downloaded bid document including Tripura PWD Form 7 / 8 (as applicable) including General Condition of Contract-2025, Schedule A to F
  - (iii) PNIT
  - (iv) Tripura PWD Form-6
  - (v) Submitted document(s) related to eligibility criteria
  - (vi) Additional conditions & Special Conditions of Contract (if any)
  - (vii) Specifications, drawings
  - (viii) Any correspondence/tender corrigendum leading thereto including Pre-Bid Conference record note
  - (ix) Hardcopy of MS Excel BOQ sheet in which rates quoted online at the time of submission of bid and acceptance

23. **For Composite Bid:**

The Executive Engineer in charge of the major component will call tenders for the composite work. The Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite bid.

Contractors shall have to associate other agency(s) for execution of each of the work(s) Internal electrical installation, Rising Main including works of DG Sets, Sub-Station, Fire Fighting System & PA System, Mechanical works etc. forming part of the tender, which fulfils the eligibility criteria for these works(s) duly taking **prior approval from the department**. However, Bidder(s) who has Composite Works Enlistment shall also be eligible to carry out himself any or all of these works without associating any specialized agency provided:

- (a) He/She fulfils the prescribed eligibility criteria respectively for these work(s)

or

- (b) He/She directly procures the equipment of approved make from manufacturer and get it installed from authorized agency/service provider of the manufacturer or specialized agency as per criteria mentioned in NIT.

The eligible bidder shall quote rates for all items of major component as well as for all items of minor components of work.

After acceptance of the bid by competent authority, the Engineer-in-charge of major component of the work shall issue letter of award on behalf of the Hon'ble VICE CHANCELLOR, TU of Tripura. After the work is awarded, the main contractor will have to enter into one agreement with Engineer-in-charge in charge of major component and has also to sign two or more copies of agreement depending upon number of Engineer-in-charge's of minor components. One such signed set of agreements shall be handed over to Engineer-in-charge in charge of minor component.

Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.

The main contractor has to associate agencies for specialized components (s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency(s) to Engineer-in-charge of relevant component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of relevant component(s).

In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of relevant specialized component(s).

The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.

The main contractor has to enter into MoU with agencies contractor(s) associated by him. Copy of such MoU shall be submitted to Engineer-in-charge of each relevant component as well as to Engineer-in-charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.

Running payment for the major and minor component shall be made by Engineer-in-charge of major discipline to the main contractor. The Engineer-in-charge of the discipline of minor component certified the bills for such payment.

The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer-in-charge of major component after record of completion certificate of all other components.

Final bill of whole work shall be finalized and paid by the Engineer-in-

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charge of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the Engineer-in-charge of major component for including in the final bill for

composite contract.

GST and all other tax as applicable, shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same.

Specialized agencies/firms as per para 23.2 who have satisfactorily executed individually each category works as per following criteria during last seven years are eligible for the specialized works:

- (i) One work of 80% of cost of specialized work.
- (ii) Two works each costing 60% of cost of specialized work.
- (iii) Three works each costing 40% of cost of specialized work.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at a simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid.

24. Intending tenderer shall quote rate as per Tripura PWD -7 (percentage rate)/ Tripura PWD-8 (item rate) (or other Standard P.W.D. Form as applicable) (strikeout or include as the case may be).

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**SECTION-2**

**INSTRUCTIONS TO THE BIDDERS (ITB) & ELIGIBILITY CRITERIA**

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**INSTRUCTIONSTOTHEBIDDERS(ITB)&ELIGIBILITYCRITERIA**

1. InformationandInstructionstobiddersfore-tenderingformingpartofbiddocument and to be posted on e-procurement portal.
2. The intending bidder must read the terms and conditions of Tripura PWDForm-6carefully. The intending bidder should submit his/their bid only if she/he/they considers himself/themselves eligible and she/he/they is/are in possession of all the documents required.**Bidders are required to upload all necessary documents as specified in the checklist. Failure to upload any of the required documents in the prescribed format within the stipulated timeline shall result in the bid being declared non-responsive and disqualified from further evaluation. The Tender Inviting Authority (TIA) reserves the right to reject any bid that is incomplete or does not comply with the submission requirements.**
3. Eligible bidders shall participate in online bidding only through e-procurement portal <https://tripuratenders.gov.in> Bidders areallowed tobid 24 x 7 until the time of Bidclosing.Informationandinstructions,forbidderspostedonwebsiteshallformpartof bid documents. After submission of the bid the Bidder can re-submit revised bid any number of times but before last time and date of submission of bid as notified, whereinonly their latest submitted Bid would be considered for evaluation. The e-procurement portal will not allow any Bidder to attempt bidding, after the scheduled date and time. Submission of hardcopy of bid documentphysically,is not permitted. If any hardcopy ofbid document submitted physically by the bidder then these documents will not be considered & will not be processed for evaluation.
4. Biddocumentsconsistingofplans,specifications,scheduleofquantitiesofvarioustypes of items of works to be executed and set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://tripuratenders.gov.in> free of cost.
5. To participate in bid, the bidder shall have a valid Class 3 Digital Signature Certificate(DSC),obtainedfromtheavailablevendorascertifiedbythecertifyingauthorities enlistedbyControllerofCertifyingAuthorities(CCA)at<http://cca.gov.in>.Thenthe bidder has to register (registration is free of cost) himself in the e-procurement portal mentioned above.  
After registration, bidder can participate any active tender available in the portal by submittingallrequireddocumentasmentionedinthetenderdocument.
6. Bidder can upload documents in various standard format (jpg/pdf.) as desired by the Tender Inviting Authority (TIA) in the portal.
7. **ClarificationonBidDocuments:**

A prospective Bidder requiring any clarification on Bid documents may seek clarification through online in the e-procurement portal. The Tender Inviting

Authority(TIA)shallrespondtosuchclarificationthroughonlineintheportal. Theprocessofseekingclarificationthroughonlineisgivenbelow:

All tenders available on the e-procurement portal can be searched by usingthe “Search Active Tenders” menu under “Bid Management” in Bidder’s profile. Use any of the searching criteria to search your tender. For a refined search, enter e-Tender ID under “Tender ID” or enter Work Title under “Work/ItemTitle”andclickSubmit.Theintendedtender(s)shouldbe

selected by clicking on the checkbox & then "Set Open Tender as Favorite" to set tender as Favorite.

This seek clarification process will start by clicking the "Clarification" menu. To submit clarification, bidder has to click "Click here to Post Clarification" and then fill the necessary field & attach required document. Now bidder has to click "Proceed" & again click "Send for Clarification" to post the clarification.

Generally, a time period of 7 (seven) days for seeking clarification may be given from the date of publication bid in the portal.

However, Bidder may contact the Tender Inviting Authority physically/e-mail at the address indicated in the NIT, for clarification on the bid document.

8. **Pre-bid Conference:** Pre-Bid Conference/Meeting will be held for clarification of any doubts of the prospective Bidders on any condition of the contract, specification etc.

Bidders are requested to submit written queries in advance of the scheduled conference as specified in NIT. After the conference, Minutes of the pre-bid meeting (including all questions & answers, and needed amendments in the sequence of clauses in the bidding document in a consolidated form) shall be prepared. The approved 'minutes of meeting', shall be uploaded in the e-procurement portal (by TIA) under "Pre-bid Meeting" menu.

The approved 'minutes of meeting' of the pre-bid conference/meetings shall form part of tender document.

9. **Amendment to Bid Documents:**

At any time, prior to 3 (three) days before the last date & time for submission of Bids, the Tender Inviting Authority (TIA) may, whether at his own initiative or in response to a clarification sought by a prospective bidder, modify any of the contents of the Tender Notice & bid documents by issuing amendment/addendum/corrigendum.

Any addendum/amendment/corrigendum issued by the Tender Inviting Authority shall be part of the bid document and it shall be published in the e-procurement portal at <https://eprocure.gov.in>. Registered Bidders shall be notified of the related Corrigendum(s) by automated e-mail/SMS by the portal.

Bidders to note that who have downloaded the tender documents from the e-procurement portal at <https://eprocure.gov.in>, shall have to download all such amendment/addendum/corrigendum/clarification which may be issued prior to the last date & time for online Bidding of the tender to clarify issues arising out of various queries/clarifications relevant to the tender documents from bidders or to reflect modification in the design or tender terms and conditions, which shall form part of tender document. Before uploading the final bid offer, all such amendment/addendum/corrigendum/clarification must be considered and uploaded with digital signature by the Authorized Signatory of the bidder. TIA shall not be held responsible on this account of non-viewing or non-consideration of amendment/addendum/corrigendum/clarification by the bidder.

However,TenderInvitingAuthorityshallbearnoresponsibilityorliabilityarising

out of non-receipt of the same in time or otherwise. Bidders are requested to visit the e-procurement portal frequently to check whether there is any related addendum/amendment/corrigendum or not.

If a bidder does not view/ fails to view the amendment/ addendum/ corrigendum/ clarification hosted on the e-procurement portal at <https://eprocure.gov.in>\_\_\_\_\_on any accounts whatsoever and their offer is without considering the amendment/ addendum/ corrigendum/ clarification, then Tender Accepting Authority (TAA) may reject the offer.

10. **Bid Fee** to be paid electronically over the online payment facility provided in the e-procurement portal any time after start date of bid submission and before bid submission end date using Net Banking facility by the bidders, is Non-Refundable (except in case of cancellation of tender before opening of bid, Bid Fee is Refundable) and to be deposited to the Government account automatically as revenue. Payment of Bid Fee is mandatory.

The bid submitted shall become invalid and Bid fee/e-Tender processing fee shall not be refunded if:

- (i) The bidder is found ineligible.
- (ii) The bidder does not upload scanned copies of all the documents (including GST registration) stipulated in the bid document
- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
- (iv) If a tenderer quotes nil rates against each item or any item, in item rate tender or does not quote any percentage above/below/at par on the total amount of the tender in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- (v) DELETED.
- (vi) DELETED.

#### 11. **Earnest Money:**

The amount of Earnest Money Deposit (EMD) is equivalent to **@2% (two percent) of the estimated cost put to tender**. Earnest Money will not be a part of Security Deposit. Payment of Earnest Money is mandatory.

The Earnest Money Deposit (EMD) shall be submitted through one of the following methods:

- **Online Payment Facility: Through the e-procurement portal.**
- **Electronic Bank Guarantee (e-BG): Issued by National E-Governance Services Limited (NeSL).**

DELETED

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Validity of Earnest Money Deposit:

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- The full amount of the EMD, submitted through any of the accepted payment instruments, must remain valid for a period of at least **45 (forty-five) days** beyond the bid validity periods specified in the tender document.

Earnest Money so deposited by the bidders will not carry any interest and it will be dealt with as provided in the condition stipulated in the bid.

The Earnest Money shall be forfeited as follows:

- If the Bidder withdraws the Bid during the validity period of Bid or issue of letter of acceptance, the full (100%) amount of the earnest money so deposited online or e-BG, will be forfeited by TIA to the Government account without any notice to the bidder. Also, the bidder shall be liable to suspend from taking part/ submission of bid, in any bidding process of the Department for 180 (one hundred eighty) days starting from the date of issuance of such notification and the same information shall be recorded in his/her enlistment up gradation or revalidation process document. Further, the bidder (s) shall not be allowed to participate in the rebidding process of the work.
- In case of minor infirmity /shortfall documents (as mentioned in Para.No. 12 & 13 of SECTION-3: Submission, Evaluation of Bid & Award of Contract), Tender Inviting Authority (TIA) may, at his discretion, ask the bidder to respond within 5 (five) days from the date of issue of letter and also mentioning therein that, if the bidder does not comply or respond by the date, his/her tender will be liable to be rejected. Also, if it is found that the same minor infirmity/ shortfall documents had been submitted by the bidder in earlier cases of bid submission, then this act shall be considered as fraudulent practice by the bidder and the full (100%) amount of the earnest money so deposited online or e-BG during the bid submission, will be forfeited by TIA to the Government account without any notice to the bidder.
- In case of failure to submit the "Performance Guarantee"& "Additional Performance Guarantee" (if applicable) by the successful bidder (L1) within the prescribed time (as mentioned in Schedule-F), including the extended period if any, the full (100%) amount of earnest money so deposited online or e-BG during the bid submission, will be forfeited to the Government account without any notice to the bidder and the bidder shall be liable to suspend from taking part / submission of bid in any bidding process of the Department for 1 (one) year starting from the date of issuance of notification and the same information shall be recorded in his/her enlistment up gradation or revalidation process document. Further, the bidder shall not be allowed to participate in the rebidding process of the work.

The full amount of the Earnest Money of all bidders (technically responsive & non- responsive) excluding L1 (lowest rate quoting bidder) will automatically be returned back to their respective bank account (in case of online payment mode) or, will be released individually by the Tender Inviting Authority (TIA) (in case of e-BG payment mode), once the online process of "Letter of Acceptance" (LOA) has been completed or tender process has been cancelled in e-procurement portal. The earnest money of successful bidder (L1) shall be released after Letter of Commencement (LOC) is issued.

**12. InstructiontoBidderRegarding-BG**

Thebiddermayrefer**eBGUserManualforBidders.pdf**atSINo.13ofeBGBidSubmission under'Bidders Manual Kit' in the Tripura Tenders portal <https://www.tripuratenders.gov.in>

**13. Validityofbids:**

- (i) The bid for the works shall remain open for acceptance for a period of **90(ninety) days**fromtheduedateofopeningofbids.
- (ii) During the above-mentioned period, no plea by the Bidder for any sort of modification of the bid based upon or arising out of any alleged misunderstandingofmisconceptionsormistakeorforanyreasonwillbeentertained.
- (iii) Inexceptionalcircumstances,priortoexpiryoftheoriginaltimelimit,theTender Inviting Authority may request the bidders to extend the period of validity for a specifiedadditionalperiod.SuchrequesttotheBiddersshallbemadeinwriting. A Bidder may refuse the request without forfeiting his Earnest Money.A Bidder agreeingtotherequestwillnotbepermittedtomodifyhisbidbutwillberequired to extend the validity of his Earnest Money for a period of the extension.

**14. LanguageoftheBid:**

All documents relating to the bid shall be in the English Language only except the statutory required certificates issued by the Govt. Authority which may be of other officiallanguagesofconcernedstate.Inthatcasethebiddermaysubmitsuchcertificates issued by the State/ Central Government authority along with translated version of certificate in English language (To be submitted by bidder on non-judicial stamp paper of₹100/-(RupeesHundredonly)dulyattachedbyNotaryPublic).But,exceptaforesaid statutory certificates, the other documents must be in English language only and any otherlanguagesisnotpermittedandshallnotbeconsideredforbidderqualificationand tender evaluation purpose.

- 15. The bidders should read all the instructions, terms& Conditions, contract clauses, nomenclature of items, specifications etc. contained in the tender documents very carefully, before quoting the rates.
- 16. The bidder shall quote his rates keeping in mind the NIT, Scope of Work, Technical Specifications, Payment Schedule, Terms& Conditions, and Special Conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified.
- 17. The bidder shall quote their rates considering all prevalent taxes/ cess like GST, Workers Cess, or any other tax on material /work as applicable and nothing extra shall bepaid tothecontractoronthisaccount.ThedepartmentshalldeductWorkersCess,Royalty,or any othertax asapplicable,from the R/Abills &final bill. However, thecontractor shall payGSTtotheconcernedauthoritiesdirectly.TDSasapplicables shallbedeductedfrom all bills of contractor.
- 18. TheBidderwillexaminethevariousprovisionsoftheCentralGoodsandServices TaxAct/ Integrated Goods and Services Tax Act/Union Territory Goods and Services Tax Act/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Bidders will ensure that while quoting rates.
- 19. The successful Bidder who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submitGSTINalongwithotherdetailsrequiredunder CGST/IGST/UTGST/SGSTAct

to PWD immediately after the award of contract, without which no payment shall be released to the Bidder. The Bidders shall be responsible for deposition of applicable GST to the concerned authority.

20. Rate quoted by the bidders will be including of all taxes and duties as applicable Central/State Govt. & as amended from time to time.

**21. Bid Offer:**

Bill of Quantities (BOQ) for bid offer accompanies in the bid document in Schedule- A. It shall be explicitly understood that the Tender Inviting Authority (TIA) does not accept any responsibility for the correctness or completeness of this Tripura PWD -7/8 and this form is liable for alterations by omissions, deductions or additions at the discretion of the DNIT approving authority or as set forth in the conditions of the contract.

For percentage rate tender, the Bill of Quantities (BOQ) contains the quantities & rates worked out by the Department and the amount for each item and total value of the estimated contract. The bidder should work out his own rates keeping in view the work, site conditions including facilities/hurdles and quote his overall bid percentage (in figures only) in Macro enabled 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.

For item rate tender, the Bill of Quantities (BOQ) contains only the quantities & units of each item worked out by the Department and total value of the estimated cost. The bidder should work out his own rates carefully keeping in view the work, site conditions including facilities/hurdles and quote his rate for each item (in figures only) in Macro enabled MS Excel BOQ sheet, which he intends to execute the work. BOQ (in MS-Excel format) sheet shall be open with Macro Enabled for automatic conversion from figures to words. Thus, the total amount (for all the quoted items) as computed through MS-Excel Sheet would be the quoted offered amount for the work, which will be shown in figures & words automatically.

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

The bided contract amount as computed based on quoted rate for each item, is subject to variation during the performance of the Contract in accordance with variation in quantities etc.

22. Bids shall be opened through online by the by the Tender Inviting Authority (TIA). If the office of the Tender Inviting Authority happens 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.
23. On opening date, after logging in the portal, the participating bidder can view the bid opening process LIVE online in the portal. After final opening of bids, bidder can view the 'BOQ Comparative Chart' generated online & displayed by the system through the e-procurement portal. However, participating bidders and other Bidders may be present

physically at the bid opening place at the date & time online bid opening.

#### 24. Performance Guarantee:

The successful bidder (i.e. L1 bidder) shall also furnish a Performance Guarantee of 5% of the tendered amount and "Additional Performance Guarantee" (only for tenders less than 10% of the estimated cost put to tender, the difference between the tendered amount and 90 % of the estimated cost put to tender) in the form of "Deposit at Call receipt or, Demand Draft or, Banker's Cheque or, Bank Guarantee" drawn in favour of the Tender Inviting Authority (TIA) from a well-recognized scheduled/ commercial Bank guaranteed by the Reserve Bank of India having branch at Agartala, Tripura and to be deposited within time period as specified in Schedule-F from the date of issue of "Letter of Acceptance (LOA)" to the bidder.

On receipt of "Performance Guarantee" & "Additional Performance Guarantee" (if applicable) from the L1 Bidder, the concerned TIA/ Executive Engineer shall verify these document's authenticity, validity period and amount from the issuing bank immediately before acceptance.

In case the Bidder fails to start/commence the work within the time period as mentioned in Schedule-For, from the date of handing over of site within the period indicated in "Letter of Acceptance of Tender" which the Engineer-in-charge

issues to commence the work OR after that period on which the site is handed over, the performance guarantee (PG) amount [already submitted by the bidder in the form of offline payment instrument] shall be forfeited by TIA in a graded way as follows:

Up to 40% (forty percent) of the PG shall be forfeited being the rate of forfeiture/ deduction @ 1.33% (one point three three percent) of the PG per day of delay to start the work, to be computed on per day basis based on number of days of delay on the part of Contractor] if the bidder fails to start the work within 30 (thirty) days from the date as mentioned in para 24.3.

Balance 60% (sixty percent) of the PG shall be forfeited being the rate of forfeiture /deduction @ 2.00% (two percent) of the PG per day of delay to start the work, to be computed on per day basis based on number of days of delay on the part of Contractor] if the bidder fails to start the work for next 30 (thirty) days starting from next day of the ending date of above condition no. 24.3.1 and the **contract shall be cancelled/ terminated** by the Department. Also, the bidder shall be liable to suspend from taking part/ submission of bid or in any bidding process of the Department for **2 (two) years starting from the date of issuance of such notification** and the same information shall be recorded in his/her enlistment upgradation or revalidation process document.

In the meantime, if the bidder wants to start the work within 60 (sixty) days [forfeiture period] as mentioned above in para. 24.3.1 & 24.3.2; after procuring entity already deducted part amount of his/her PG, then he/she shall submit the equal amount of the deducted PG in the form of "Deposit at Call receipt or, Demand Draft or, Banker's Cheque or, Bank Guarantee" drawn in favour of the Tender Inviting Authority (TIA), so that full amount (100%) of PG shall remain with TIA. However, the contractor in this

circumstances shall be liable to pay penalty @ 0.5% per day of the PG amount in the shape of Bank Draft or otherwise as would be asked by TAA.

25. Payment to the successful Bidder will be subjected to TDS as per rules in force from time to time. The tax deduction at source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the successful Bidder by PWD.
26. In case the successful Bidder does not deposit the tax payable on execution of the contract, or has not provided the tax invoice to PWD, TRIPURA UNIVERSITY showing the amount of tax, or has not uploaded the document in computerized tax network as per prevailing law, leading to non-availability of inputs credit of the tax to PWD, GOVERNMENT OF TRIPURA, the amount equivalent to such tax shall be deducted from the contract price.
27. Stamp duty and registration charges, if any, payable on the executed contract document, shall be borne by the successful Bidder.
28. No claim/ additional fees on account of any price variation/ Escalation on whatsoever unless otherwise specified, shall be entertained at any stage of works. Quoted rate(s) shall be firm and fixed for entire contract period as well as extended period (if any) for completion of the works.
29. The intending bidder does not sign any documents physically and entire bid document is submitted through digital signature (**The documents related to eligibility criteria, forms, affidavit will be signed before scanning & uploading**). Since Integrity pact is a part of bid document, no separate physical submission is required with other documents in the office of tender inviting authority. All the components of bid documents, the integrity pact shall be signed between Executive Engineer & successful bidder/ authorized signatory after acceptance of bid.
30. The department reserves the right to reject any prospective Applications/ bids without assigning any reason thereof and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids/ applications satisfying the laid down criteria are received.
31. A Bid could be rejected at any Stage (i.e. "Bid Opening", "Technical Evaluation", "Financial Opening", "Financial Evaluation" & "AOC"), with or without invoking the Forfeiture Option in case of online payment mode of earnest money.
32. **Alteration:**  
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.
33. Bidders shall be aware of the provisions stated in the General Conditions of Contract (GCC).
34. After the award of the contract, agreement for the work will be signed between the successful bidder and the TIA/ Executive Engineer/ Engineer-in-Charge.
35. **Number of Bid per Bidder:**  
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.
36. **Cost of Bidding:**  
The Bidder shall bear all costs associated with the preparation and submission of his Bid and the tender inviting authority will in no case be responsible and liable for those costs.

**37. Site Visit:**

The Bidder, at the Bidder's own responsibility and risk is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Bid for entering into a contract, for construction of the work. The costs of visiting the sites shall be at the Bidder's own expense and the bidder shall submit the Bid on being satisfied by his inspection of the existing site condition including facilities/hurdles.

**38. The Bidder is liable to be disqualified for 1 (one) year if he/she has;**

Furnished false /fake /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.**

Even while execution of the work, if found that the work was awarded to the Contractor based on false/ fake/ fabricated certificates of experience, **the work will be cancelled/ terminated and process will be initiated for taking action by the respective enlistment issuing authority as per respective Enlistment Rule in force.**

The **Bidder shall be liable for Blacklisting** upon a second instance of submitting or furnishing false, fabricated or fraudulent documents.

**39. Eligibility Criteria of Bidder to Bid:****Bidders Eligible to bid:**

Who possess the valid registration in the appropriate class and category mentioned in the NIT and satisfy all the conditions therein. The **enlistment of the contractors should be valid on the last date of submission of bids.** In case the last date of submission of tender is **extended**, the **enlistment** of contractor should be **valid on the original date of submission of bids.**

• **Submission of document as specified in Appendix-II is mandatory.**

In case of composite work having Electrical & Mechanical (E&M) Component & if the Intending bidder is having only civil registration, he/she has to enter into an MoU with electrical registration agency with State(s) PWD /CPWD /MES /Railway of appropriate class corresponding to the value of electrical component or vice versa as the case may be.

**Havenot been blacklisted, debarred, suspended, or otherwise disqualified** by any **State Government, Central Government, Public Sector Undertaking (PSU)** (State or Central), or **Autonomous Body** for any reason which prohibits them from continuing in the contracting business.

In the event that a bidder has been blacklisted, debarred, suspended, or disqualified at any time during the preceding **five (5) years**, the bidder shall:

- (i) Disclose such facts in the form of declaration, affirming the details of such action including:
  - Name of the authority imposing such action;
  - Nature and grounds of blacklisting/debarment/suspension/

disqualification;

- Period of such action;
- Whether such action is currently subsisting as on the date of submission of bid.

- (ii) Submit certified documentary evidence or official communication issued by the respective Government Department/PSU/Autonomous Body which imposed such action, clearly indicating the present status of blacklisting/debarment/suspension/ disqualification.

**Note: Non-Disclosure and Consequences:**

Failure to disclose such information, or any misrepresentation or concealment thereof, shall render the bid liable for rejection. If such misrepresentation is discovered after award, the contract shall be liable for immediate termination and the bidder shall be permanently debarred from participating in any future tenders invited by the Public Works Department, Tripura.

- **Declaration of the bidder as specified for in Appendix-III is mandatory.**

The eligibility of bidders in respect of appropriate class and category registered with different authorities mentioned in the NIT will correspond to the estimated cost put to bid and must be within the prescribed limit in their Enlistment / Registration issued by competent authority for tendering / bidding.

**Key Technical Personnel:**

The successful Bidder shall have the following execution team for the project comprise a Team of professionals responsible for overall supervision, coordination and management of all the project assignment:

Sl. No.	Qualification	Discipline	Minimum Experience	Designation
1.	Graduate Engineer/ Diploma Engineer	*	*	*
2.	Graduate Engineer/ Diploma Engineer	*	*	*
3.	Graduate Engineer/ Diploma Engineer	*	*	*

[To be filled by the TIA as per estimated cost put to tender as mentioned in Schedule "F" and nature of work]

- **The successful bidder shall be required to submit the documents specified in Appendix-V to the Executive Engineer/Engineer-in-Charge/Tender Inviting Authority (TIA), as applicable, prior to the issuance of the Letter of Commencement (LOC). Submission of these documents is mandatory.**

For Composite bid, the eligibility of bidders in this regard in respect of appropriate class registered with different authorities mentioned in the NIT will correspond the combined estimated cost of different components put to bid must be within the prescribed limit in their Enlistment/ Registration issued by competent authority for tendering/ bidding. For Composite bid, besides indicating the combined estimated

cost put to bid, should clearly indicate the estimated cost of each component separately. **Eligibility Details for Composite Bid as laid down in Para Sl. No. 43 below will be followed.**

Have complied with the eligibility criteria specified in the NIT, are the eligible bidders. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

**Bidders Ineligible to bid:**

A retired officer of the **Govt. of Tripura or Govt. of India and its Undertaking**, executing works, is disqualified from bidding for a period of 2 (two) years from the date of retirement without the prior permission of the Government.

The Bidder who has employed any retired officer as mentioned above shall be considered as an ineligible bidder.

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 (two) years** from the date of his retirement.

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.

**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 **Junior Engineer and above on the Engineering side and FINANCE 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.

A bidder that has been engaged by the Ministry/ Department to provide consultancy services for the preparation or implementation of a project, and any of its affiliates (associates, subsidiary, JV partners) shall not be eligible for subsequently providing goods or works (other than a continuation of the firm's earlier Consultancy Services) for the same project.

**Any bidder of appropriate class registered with State(s) PWD/CPWD /MES /Railway in a 'Category' (if specifically mentioned in the enlistment by the enlistment issuing authority) that does not correspond to the nature of work specified in this tender.**

**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, uncles and aunts.
- i) Cousins and
- j) Any person residing with or dependent on the Bidder.

40. Bids from Joint Ventures are not acceptable unless specifically stated otherwise.
41. The bidders should satisfy the qualification criteria as mentioned. Bidders have to submit all the documents as per check list. However, in case of any 'discrepancy' and 'minor infirmity/irregularity / non-conformity' (as mentioned in Para. No.10 & 11 of SECTION-3: Submission, Evaluation of Bid & Award of Contract), the bidder shall be allowed to rectify their regularity/ discrepancy etc. and submit the required valid shortfall document (as mentioned in Para. No.12 & 13 of SECTION-3: Submission, Evaluation of Bid & Award of Contract) to satisfy his/her qualification criteria within 5 (five) days' time from the date of issue of letter from the Tender Inviting Authority (TIA).
42. In case of Partnership firms, which are registered as Contractors shall intimate the change in partnership deed, if any, within 30 (thirty) days of such change. Failure to notify the change to the registration authority in time will entail the firm 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.

**43. Details eligibility Criteria for Composite Bid:**

In case of composite work having Electrical & Mechanical (E&M) Component & if the Intending bidder is having only civil registration, he has to enter into an MoU with electrical registration agency with State(s) PWD /CPWD /MES /Railway of appropriate class corresponding to the value of electrical component or vice versa as the case may be. Contractor shall have to associate other agency(s) for execution of each of the work(s) Internal electrical installation, Rising Main including works of DG Sets, Sub-Station, Fire Fighting System & PA System, Mechanical works etc. forming part of the tender, which fulfils the eligibility criteria for these works(s) duly taking prior approval from the department. However, Bidder(s) who has Composite Works Enlistment shall also be eligible to carry out himself any or all of these works without associating any specialized agency provided:

- (a) He/she fulfils the prescribed eligibility criteria respectively for these work(s) or
- (b) He/she directly procures the equipment of approved make from manufacturer and get it installed from authorized agency/service provider of the manufacturer or specialized agency as per criteria mentioned in NIT.

**MANDATORY DOCUMENT REQUIRED AT THE TIME OF BID SUBMISSION:**

- (a) Valid Electrical Contractor License or undertaking that they will either obtain valid electrical license at the time of execution of electrical work or associate contractor having valid electrical license of appropriate class.
- (b) An undertaking that if "I/We shall become the lowest tenderer then I/We

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shall submit the documents of Associated specialized Agencies/OEM/Authorised service provider of the specialized Electrical& Mechanical (E&M) services as per the eligibility criteria mentioned in the “special conditions of NIT for association of specialized agencies **within 30 (thirty) days after award of work**, otherwise work under particular specialized E&M for which required documents of associated agency / OEM/ Authorized service provider are not submitted shall not be commenced and beyond **60 (sixty) days from date of award of work, no running /final bill of any work shall be paid** until all required documents of all specialized E&M components Agencies /OEM/Authorised service provider are not submitted by me/us and liable for action as per contract clause”.

- **Undertaking by the bidder as specified in format in Appendix-IV is mandatory.**

#### **SPECIAL CONDITIONS FOR ASSOCIATION OF SPECIALIZED AGENCIES FOR SPECIALIZED E&M WORKS**

The main contractor if he himself is not fulfil the below mentioned criteria shall have to associate other agency(s) (Joint ventures are not accepted) for execution of each of the these specialized work(s), who fulfils the eligibility criteria as defined below :-

Sl. No.	Component of E&M works	Eligibility
1.	Providing Internal Electrical Installations & compound lightings and Façade lighting.	The contractor enlisted for eligible class for execution of this Subhead of work, possessing valid Electrical Contractor License.
2.	Supply, Installation, Testing, and Commissioning (SITC) of LAN System of the estimated cost `.....	The main agency has to associate the specialized agency for LAN System. The associate specialized agency should have successfully completed works, as mentioned under during last 7 years ending previous day of last date of submission of tender. Three similar work each of value not less than 40% of estimated cost OR Two similar works each of value not less than 60% of estimated cost OR One similar work each of value not less than 80% of estimated cost Similar work shall mean work of "SITC of LAN System".
3.	SITC of CCTV system of the estimated cost `.....	The main agency has to associate the specialized agency of CCTV system. The associate specialized agency should have successfully completed works, as mentioned under during last 7 years ending previous day of last date of submission of tender. Three similar work each of value not less than 40% of estimated cost OR Two similar works each of value not less than 60% of estimated cost OR One similar work each of value not less than 80% of estimated cost Similar work shall mean work of "SITC of CCTV System".
	SITC of UPS system of the estimated cost `....	The main agency has to associate the specialized agency for UPS system. The associate specialized agency should have successfully completed works, as mentioned under during last 7 years ending previous day of last date of submission of tender. Three similar work each of value not less than 40% of estimated cost

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Sl. No.	Component of E&M works	Eligibility
		<p>OR</p> <p>Two similar works each of value not less than 60% of estimated cost</p> <p>OR</p> <p>One similar work each of value not less than 80% of estimated cost</p> <p>Similar works shall mean works of "SITC of UPS System".</p>
	<p>SITC of VRV/VRF and Precision AC/Chiller Plant system of the estimated cost `.....</p>	<p>The main agency has to associate the specialized agency of VRV/VRF and Precision AC/Chiller Plant system. The associate specialized agency should have successfully completed works, as mentioned under during last 7 years ending previous day of last date of submission of tender.</p> <p>Three similar works each of value not less than 40% of estimated cost</p> <p>OR</p> <p>Two similar works each of value not less than 60% of estimated cost</p> <p>OR</p> <p>One similar work each of value not less than 80% of estimated cost</p> <p>Similar works shall mean works of "SITC of VRV/VRF and Precision AC/Chiller Plant system".</p>
	<p>SITC of Silent type DG Set with AMF panel of the estimated cost `.....</p>	<p>The main agency has to associate the specialized agency of Silent type DG Set with AMF panel. The associate specialized agency should have successfully completed works, as mentioned under during last 7 years ending previous day of last date of submission of tender.</p> <p>Three similar works each of value not less than 40% of estimated cost</p> <p>OR</p> <p>Two similar works each of value not less than 60% of estimated cost</p> <p>OR</p> <p>One similar works each of value not less than 80% of estimated cost</p> <p>Similar work shall mean works of "Silent type DG Set with AMF panel" with individual DG set not below 100 KVA".</p>
	<p>SITC of Fire Alarm System of the estimated cost `.....</p>	<p>The main agency has to associate the specialized agency of Fire Alarm System. The associate specialized agency should have successfully completed works, as mentioned under during last 7 years ending previous day of last date of submission of tender.</p> <p>Three similar works each of value not less than 40% of estimated cost</p> <p>OR</p> <p>Two similar works each of value not less than 60% of estimated cost</p> <p>OR</p> <p>One similar works each of value not less than 80% of estimated cost</p> <p>Similar work shall mean works of "SITC of Fire Alarm System".</p>
	<p>SITC of Fire Fighting System of the estimated cost `.....</p>	<p>The main agency has to associate the specialized agency of Fire fighting system. The associate specialized agency should have successfully completed works, as mentioned under during last 7 years ending previous day of last date of submission of tender.</p> <p>Three similar works each of value not less than 40% of estimated cost</p> <p>OR</p> <p>Two similar works each of value not less than 60% of estimated cost</p> <p>OR</p> <p>One similar works each of value not less than 80% of estimated cost</p> <p>Similar work shall mean works of "Fire fighting system".</p>

Sl. No.	Component of E&M works	Eligibility
	SITC of LIFT of the estimated cost `.....	<p>The building contractor shall have to associate other specialized agencies / OEM. The work shall be got executed by the OEM of lifts, who fulfil the following criteria mentioned below:</p> <p>(a) The lift manufacturer shall comply with BIS standards, duly certified by designated labs/certifying agencies.</p> <p>(b) The Manufacturer shall be PPP MII Order 2017 (as amended) compliant.</p> <p>(c) The experience of successful completion of similar works shall be as under:- Three similar work each of value not less than 40% of estimated cost OR Two similar works each of value not less than 60% of estimated cost OR One similar works each of value not less than 80% of estimated cost</p> <p>(d) The manufacturer shall furnish an undertaking regarding availability of spares for the entire life of the lift i.e. 15 to 20 years.</p> <p>(e) The complete lift installation including its components, safety devices, various types of control etc., testing, inspection, operation &amp; maintenance shall conform to relevant Codes / Standards / Code of practices / Guidelines / Safety Rules / Inspection Manual(s)/Rules issued by Bureau of Indian Standards, as amended upto date.</p> <p>(f) Quality Standards shall conform to IS/ISO 9001:2015 as amended.</p> <p>(g) The Down Time of installed lifts, which are being maintained by the manufacturer, shall not be more than 8 hours (average) in case of minor fault and 7 days (average) in case of major faults in last one year.</p>

Note:-The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of previous month in which tender is invited.

The main contractor shall have to submit documents such as self-attested copies of Certificates of Work Experience/Completion issued by client department clearly indicating

Name of work

Scope of Work

Agreement No.

Estimated Cost

Tendered Cost

Final Value of Work Done

Date of Start

Stipulated date of Completion

Actual date of completion

Nature of the Work etc.

(In case some of above said details are not mentioned in the Completion certificate, the firm shall attach sample proof in support of above details), self-attested copy of valid Electrical contractor license, GST

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registration of the proposed associated specialized agencies for verification (if required) and for approval of the department as per eligibility requirement mentioned in above condition no.43.3.1.

Consent letter of such selected associated specialized agencies for association shall also be enclosed in the prescribed format as per FORM- A, MOU in FORM-B, all specialized work details in FORM-C along with documents mentioned in condition No.43.3.2 above.

If the main contractor fails to submit all the documents of the proposed associated specialized agency(s) as mentioned at Sl No. 43.3.2.& 43.3.3 above, with in 60 (Sixty) days after award of work than action shall be taken as above condition No. 43.2(b).

The main contractor will submit MOU signed with the associated specialized agency/OEM in the format attached in the FORM-“B” in shape of affidavit on Stamp Paper duly attested by Notary in original along with documents of associated agency. The MOU shall be signed by both the parties i.e. main contractor as first party and associated specialized agency / OEM as second party for each specialized E&M work separately.

All technical discussions during currency of the contract, shall be attended by the associated specialized agencies and the main contractor. Commercial/Technical submissions for the specialized work(s) shall be signed and submitted by the associated specialized agencies along with the main contractor.

The associated specialized agencies and the main contractor shall attend the site during inspection of the work by the Engineer-in-Charge or higher authority.

The main contractor shall be entirely responsible and answerable for all the works done by his associated specialized agency regarding their quality, adherence to the laid down specification, terms and conditions, warranty/guarantee etc. as per the agreement and he shall be liable to bear any compensation that may be levied by the department under any of the clauses of the agreement.

In the event of the concerned Associated specialized Agency not performing satisfactorily or failure to complete the specialized works(s), the main contractor on written directions of the Engineer-in-charge, shall remove the Associated specialized Agency deployed on the work and shall submit name of new associated specialized Agency as per eligibility criteria mentioned in the NIT to execute the left over specialized work(s) without any loss of time after completion of all formalities mentioned as above.

Also if main contractor wants to change the associated specialized agency during the currency of the contract he shall submit name of new associated specialized Agency as per eligibility criteria mentioned in the NIT to execute the left over specialized work(s) after completion of all formalities mentioned as above.

The main contractor shall be responsible and liable for proper and

complete execution of the all works including specialized work(s) and ensure coordination and completion of all associated specialized works.

Running payment for the work shall be made to the main contractor. In case main contractor fails to make the payment to the associated specialized agency(s) by him within 15 days of receipt of each running account payment then on the written complaint of any associated specialized agency(s) for such work, Engineer-in-Charge shall serve the show cause to main contractor and after considering the reply of the same he may make the payment directly to the concerned associated specialized agency(s) for the work as per the terms & conditions of the agreement/M.O.U. drawn between main contractor and associated specialized agency(s) fixed by him, if reply of main contractor either not received or found unsatisfactory. Such payment made to the associated specialized agency(s) shall be recovered by Engineer-in-Charge from the next RA/final bill due to main contractor as the case may be.

All material provided at site of work should not be more than six months older than on the date of execution.

**FORM-A**

**CONSENT LETTER BETWEEN MAIN AGENCY AND ASSOCIATED SPECIALIZED E&M WORK AGENCY/OEM (FOR EACH SPECIALIZED WORK SEPERATLY)**

**Name of work:**

I/WeherebygivemyconsenttoassociatewithM/s.....,for executingtheofworkof..... (Mention specializedwork(s)).

1. I / We will execute the work as per specifications and conditions of the agreement andas per directions of the Engineer-in-Charge for the corresponding specialized work(s) till the completion of the work.
2. I / We will be responsible for necessary action to handover the installations and for rectificationofdefectsandrepairduringthemaintenance/warrantyperiod.
3. Also I / We will employ full time technically qualified Engineer / supervisor for the specialized work(s) component of the work as required for the work. I / We will attend inspectionofficersofthedepartmentasandwhenrequired.

Date:

Signature with date of Main Agency/Contractor

Address

SignaturewithdateofAssociateSpecializedAgency

Address

1. Witnesswithaddress(Frommaincontractorside)
2. Witnesswithaddress(Fromassociatedagency)

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**FORM-B****MEMORANDUM OF UNDERSTANDING [M.O.U] BETWEEN MAIN AGENCY AND ASSOCIATED SPECIALIZED E&M WORK AGENCY / OEM (FOR EACH SPECIALIZED WORK SEPERATLY)**

I. M/S [Name of the firm/agency with full address]  
 Enlistment Status  
 Valid Upto:  
 [Henceforth called the main contractor]

And

II. M/S [Name of the firm/agency with full address]  
 Enlistment Status  
 Valid Upto:  
 [Henceforth, called Associated specialized Agency]

For the execution of Specialized Work(s) "....." as per schedule, specifications, terms and conditions of the agreement.

We state that M.O.U between us will be treated as an agreement and has legality as per Indian Contract Act [amended upto date] and the department [PWD, Tripura] can enforce all the terms and conditions of the agreement for execution of the above work. Both of us shall be responsible for the execution of work as per the agreement to the extent this MOU allows. Both the parties shall be paid consequent to the execution as per agreement to the extent this MOU permits. In case of any dispute, either of us will go for mediation by .....\* ..... [Engineer-in-Charge]. Any of us may appeal against the mediation to the Superintending Engineer ..... His decision shall be final and binding on both of us.

We have agreed as under:

1. The associated specialized agency will execute all specialized work(s) in the wholesome manner as per terms and conditions of the agreement and as per the direction of the Engineer-in-charge.
2. That the Associated specialized agency has gone through the contract and has understood the scope of work required for the purpose of executing the specialized work(s).
3. All the machinery and equipment, tools and plants, special T&P required for execution of the specialized work(s), as per agreement, shall be the responsibility of the associated specialized agency.
4. The site staff required for the specialized work(s) shall be arranged by the associated specialized agency as per terms and conditions of the agreement.
5. Site order book maintained for the said work shall be signed by the authorized representative of main contractor as well as Associated specialized Agency.
6. All the correspondence regarding execution of the specialized work(s) shall be done by the Department with the Associated specialized agency with a copy to the main contractor. In case of non-compliance of the provisions of agreement, the main contractor, as well as the associated agency shall be responsible. The action under clauses 2 and 3 shall be initiated and taken against the main contractor.

**Date:**

**SIGNATURE OF MAIN CONTRACTOR**

**SIGNATURE OF ASSOCIATED SPECIALIZED AGENCY**

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**FORM-C****PROPOSALFORELIGIBLEASSOCIATINGAGENCIESFORMINORCOMPONENTSOFWORK**

Name of Work Construction of Partition Wall with Aluminium frames and Transparent Glass and false ceiling in the RFID entrance lobby of CENTRAL LIBRARY Building, Tripura University campus.

I/we hereby propose the following agencies as per mentioned against each for executing corresponding minor components of work. Their consent letters are also attached.

Sl. No.	Name of Associated Contractor	Category and class of registration	Enlistment copy/ completion Certificates attached	Monetary Limit of work	Validity of registration	Consent letter attached (Yes /No)
<b>I.</b>	<b>Providing Internal Electrical Installations &amp; compound lightings and Façade lighting.</b>					
1.						
<b>II.</b>	<b>SITC of LAN System</b>					
1.						
<b>III.</b>	<b>SITC of CCTV system</b>					
1.						
<b>IV.</b>	<b>SITC of UPS system</b>					
1.						
<b>V.</b>	<b>SITC of VRF/VRF, Precision AC system and.</b>					
1.						
<b>VI.</b>	<b>SITC of Salient type DG Set with AMG Panel.</b>					
1.						
<b>VII.</b>	<b>SITC of Fire Alarm System</b>					
1.						
<b>VIII.</b>	<b>SITC of Fire Fighting System</b>					
1.						
<b>IX.</b>	<b>SITC of LIFT</b>					
1.						

\*SITC-Supply, Installation, Testing & Commissioning

Note: Self Attested photocopies of enlistment order, valid electrical contractor license, work experience certificates of each agency for each component of E&M work shall be submitted.

**Signature of contractor**

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**SECTION-3**

**SUBMISSION,EVALUATIONOFBID(s)ANDAWARDOFCONTRACT**

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**1. Submission of Bids:****Registration of Bidders on e-Procurement Portal:**

All the bidders intending to participate in the tenders processed online are required to get registered (which is free of cost) on the centralized e-procurement portal <https://tripuratenders.gov.in>. For online enrolment for e-Procurement as a bidder, the bidder has to go to the tender homepage, click on "Online Bidder Enrolment" link and just fill up the registration form online. On successful submission, the registered login ID can be used to login. Then login again and map the Digital Signature Certificate (DSC) with bidder's account, which completes the online enrolment process. Please visit the portal for more details.

**Obtaining a Digital Signature Certificate (DSC):**

The bid submitted online should be encrypted and signed electronically with a DSC to establish the identity of the bidder bidding online. These DSCs are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

The bidders may obtain Class 3 DSC from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities (CCA).

Bid for a particular tender must be submitted online using the DSC (Signing & Encryption). In case, during the process of a particular tender, if the user loses his DSC (due to virus attack, hardware problem, operating system or any other problem), he/she will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at a safe place under proper security (for its use in case of emergencies).

In case of online tendering, if the DSC, issued to the authorized user of a firm, is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate/power of attorney /lawful authorization to that user. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the DSC as per Indian Information Technology Act, 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act, 2000. The DSC of this authorized user will be binding on the firm.

In case of any change in the authorization, it shall be the responsibility of management/partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person /user on behalf of the firm/company. The procedure for application of a digital certificate however will remain the same for the new user.

The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

In case of a Consortium or Joint Venture (JV), if a company has authorized an individual as one of their DSC holders to submit bid on

their behalf, the same is allowed. However, the bidders should submit an authorization, signed by both parties as part of the bid document indicating the permission to participate in the Consortium or Joint Venture tender as a participant.

DSC of one company or agency cannot be used for uploading of bid documents by another company or agency. If it is used, the same is illegal under Indian Information Technology Act, 2000 (IT ACT) and will attract offenses as per the provisions of the IT ACT & rejection of bid/tender.

Bidders participating in online tenders shall check the validity of his/her DSC before participating in the online Tenders at the e-procurement portal <https://tripuratenders.gov.in>.

The Bidders, who are desirous of participating, shall submit their Technical bids, Financial bids etc., in the Standard formats prescribed in the bid documents through the e-procurement portal <https://eprocure.gov.in>.

The Technical as well as Financial Bid, with all necessary softcopies of certificates, documents, BOQ are to be submitted by the bidder through e-procurement portal <https://eprocure.gov.in> before the last date and time of bidding.

If any of the certificates, documents, etc., submitted by the Bidder is found to be false/fabricated/bogus, the bidder will be disqualified for 1 (one) year and the Earnest Money will be forfeited. The Bidder is liable to be Blacklisted if he/she repeats the process of submitting/ furnishing false/ fake/fabricated documents.

**List of documents to be scanned and uploaded:**

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

For ease of bidding, the bidders shall scan the following documents at 75-100 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 e-procurement portal <https://tripuratenders.gov.in>. This operation is expected to be completed, before commencement of actual bidding by the bidder.

Provision of "My Documents" is available to bidders for uploading frequently required documents in advance. However, uploading of any document in "My Documents" does not imply that the same is submitted along with any tender.

An indicative organization of 'My Document' folder and the related documents is indicated here under.

Sl. No	Folder Name	Documents to be uploaded
1.	BIS/Mfg.lic/Dealership	<p>I. Enlistment order of the contractor/Registration of the firm/ /Partnership deed/ Articles of Association</p> <p>II. Detail / Structure of the Organization in the prescribed format (Appendix-"II")</p> <p>III. In case of Company - Upload following DOCUMENTS:</p> <p>i) MOA&amp;AOA of the Company</p> <p>ii) Registration Certificate of Company</p> <p>iii) <b>Power of Attorney duly registered &amp; notarized by Company</b> (backed by resolution of Board of Directors) in favour of individual, signing the tender on behalf of Company including the <b>authorization of DSC user</b>.</p> <p>IV. In case of Partnership Firm - Upload the following DOCUMENT on e-tender Portal:</p> <p>i) Self-attested copy of registered/notarized partnership deed.</p> <p>ii) <b>Power of Attorney duly authorizing one or more partners of the firm OR</b> any other person authorized by all the partners to act on behalf of the firm to submit &amp; sign tenders including the <b>authorization of DSC user</b></p> <p>V. In case of Sole Proprietorship Firm - Notarized copy of Affidavit in support of proprietorship</p>
2.	DNIT Documents	VI. Downloaded DNIT as a proof of acceptance of all term's conditions in the DNIT
3.	Tax related document	VII. GST registration certificate.
4.	Misc. document	<p>VIII. Declaration of the bidder (Appendix-III)</p> <p>IX. Undertaking by the Bidder (if any)</p> <p>X. All pages of all the Corrigendum/ Addendum/Clarification etc. (if any)</p> <p>XI. Any other relevant document</p>

Note:

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

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If any of the certificates/documents submitted by the Bidder, found to be false / fabricated / bogus, the bidder will be disqualified for 1(one) year and their Earnest Money will be forfeited. The Bidder is liable to be Black listed if he/she repeats the process of submitting/furnishing false/fake/fabricated documents.

**Procedure for filling MS Excel BOQ Sheet:**

Bidders are advised to fill the Macro enabled MS Excel BOQ sheet as per following instructions.

The bidder has to download the BOQ/Financial Bid (Macro enabled MS Excel BOQ sheet) containing rates (including Goods and Services Tax) along with tender documents and subsequent Addendum/Corrigendum/Clarifications, if any, issued at a later stage. Bidders shall fill the required details/prices in BOQ, save it and upload the filled-in BOQ in the portal.

Bidder to note that there are 'White' cells in the BOQ excel sheet (which is locked), which should not be modified by the bidder.

Bidders are advised strictly not to alter or change the BOQ format/contents. Bidders are also advised not to paste any image file in the BOQ work sheet.

For Percentage Rate Tender, the bidder shall quote his "Excess (+) / Less (-)" overall bid percentage (in figures only and limited to a maximum of 2 decimal places) in Macro enabled 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. In case rates are quoted to more than 2 decimal places then, the amount quoted towards the tender shall be worked out for the rates quoted to first 2 decimal points without rounding off. The "Percentage" quoted by the Bidder shall be applicable uniformly to all the rates of the items indicated in BOQ Sheet.

"Excess (+)" or "Less (-)" can be selected from the dropdown menu by clicking on the cell.

If any bidder wants to quote At Par i.e. 0.00%, the bidder may select "Excess (+)" or "Less (-)" from the dropdown menu by clicking on the cell and then he can enter 0.00% in quoted percentage cell. Then the total amount as computed through Macro Enabled MS Excel BOQ Sheet would be the quoted offered amount for the work which will be equal to total amount of cost put to tender i.e. At Par.

For Item Rate Tender, the bidder shall quote his rate for each item (in figures only and limited to a maximum of 2 decimal places) in Macro enabled MS Excel BOQ sheet, which he intends to execute the work. BOQ (in MS-Excel format) sheet shall be open with Macro Enabled for automatic conversion from figures to words. Thus, the total amount (for all the quoted items) as computed through MS-Excel Sheet would be the quoted offered amount for the work, which will be shown in figures & words automatically. In case rates for each item are quoted to more than 2 decimal places then, the 2 decimal point will be taken as adding 1 point in 2 decimals depending upon whether the number in 3 decimals is "upto 5 numeral" or "5 or higher numeral" respectively.

Only“Bidder’sName”and“Excess(+)/Less(-)Percentage(forpercentage ratetender)”or“Rateforeachitem(foritemratetender)”areto be filled by the bidder in the designated "Sky Blue Cells".

If a Bidder quotes nil rates against each item in item rate tender or does not quote any percentage above/ below /at par on the total amount ofthetenderoranysection/ subheadinpercentageratetender,the tender shall be treated as invalid and will not be considered as lowest tenderer.

Do not insert any additional sheet and any condition in BOQ excel sheet. Please do not temper the BOQ excel sheet.

#### **TamperingoffinancialBid(BOQexcelsheet)Documents:**

ThefollowingshallbeconsideredasTamperingofBOQdocuments:

- i) SubmissionofScannedcopyorPhotocopyofFinancialBid(BOQ).
- ii) SubmissionofanyfileotherthanoriginalFinancialBid(BOQ).
- iii) Insertionofadditionalsheet(s)inBOQExcelSheet.
- iv) Changeincontentorcontextoftheoriginalfile.
- v) ‘Hacking’or‘Corrupting’or‘ChangeorRemovalofpasswordprotection’ of BOQ sheet.

SuchTemperedBOQwillbesummarilyrejectedatthetimeofTender Evaluation.

#### **OnlineBidSubmissionandConfirmation:**

##### TenderSearch&Selection:

All tenders available on the e-procurement portal can be searched by using the “Search Active Tenders” under “Bid Management” menu in Bidder’s profile. Use any of the searching criteria to search your tender. For a refined search, enter e-Tender ID under “Tender ID” or enter Work Title under “Work/Item Title” and click Submit. The intended tender(s) should be selected by clicking on the check box & then “Set Open Tender as Favorite” to set tender as Favorite. The bid submission process will start by clicking the menu “My Tenders”.

##### PaymentofBidFee&EarnestMoney:

The online bid submission process will start by clicking the menu"My Tenders". In this menu, the bidder has to click"Proceed for Bid Submission" to enter the next stage "Online Payment" page. The "Online Payment" page will display the total Tender Fee (i.e. Bid Fee) & EMD Fee (i.e. Earnest Money). Then the bidder has to click"Submit" forsubmission of Tender Fee (online mode only) & EMD Fee (online or eBG mode); and the system will redirect to "Online Payment Gateway">> SBI Bank MOPS Window. SBI MOPS will have two option for Net Banking - "SBI"&"Other Banks". Bidder can choose any of the options as desired andcan complete theOnlinePayment Processfor bothBid Fee &EMD.

Whilecreatingtender,gotothePaymentDetailstab.

1. SelectOnlineastheModeofPayment.
2. Select'e-BGRequired'toYes.

This will enable both the Online (NEFT) payment option and the e-BG (Electronic Bank Guarantee) option for the tender.

So, while submitting the bid online (for online payment mode), the system will redirect to "Online Payment Gateway">> SBI Bank MOPS Window. SBI MOPS will have two option for Net Banking - "SBI"&"Other Banks".

In case of e-BG payment the bidder have to refer **eBG\_User\_Manual\_for\_Bidders.pdf** at SI No. 13 of eBG Bid Submission under '**Bidders Manual Kit**' in the Tripura Tenders portal **<https://www.tripuratenders.gov.in>**

After completion of payment of Bid Fee(*online mode only*)& Earnest Money(*online or e-BG*), the bidder has to submit the Technical&Financial Bid along with all the copies of documents in the electronic form only through e-procurement portal <https://tripuratenders.gov.in>. Bidder has to ensure that their bid submission is complete in all respect by clicking on the "Freeze Bid" button. The uploaded documents would not be saved in the portal until "Freeze Bid" button is clicked. For bids in which "Freeze Bid" button has not been clicked, will be considered as bid not submitted and hence not appear during tender opening stage.

Any revision/amendment (i.e. resubmission) of bid or withdrawal of bid, after successful bid submission, shall be possible only up to the due date and time of submission of bid. If bidder fails to complete the Online Bid Submission/Re-encryption stage on the stipulated date and time, his/her bid will be considered as bid not submitted, and hence not appear during tender opening stage.

Bidder in turn will receive a bid submission confirmation as "Bid Acknowledgement" against every Successful Bid Submission or Resubmission in 'Bid Acknowledgement Page'. Bidders shall take printout of the "Bid Acknowledgement" as a proof of successful bid submission & keep it in a file for future reference. Successful submission of bid can also be verified under "My Bids" section.

Successful bid submission in the e-procurement portal means, the bids as uploaded by the bidder has been received and stored in the portal. Portal does not certify for its correctness.

The bidders should also ensure that the bid documents submitted should be free from virus or non-corrupt and if the documents could not be opened, due to virus/corruption, during Bid opening, the bid is liable to be rejected.

The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to any local/internet/banking/financial/other issues etc. Bidders are advised to submit the bid well in advance before the last date & time for bid submission.

The time displayed in the Server Clock at the top of the e-procurement portal, will be valid for all actions of bid submission, bid opening etc. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the e-procurement portal <https://eprocure.gov.in>.

#### **Last date/time for Submission of the Bids:**

Bids must be submitted before the last date and time of bidding as specified in NIT.

The Tender Inviting Authority may extend the dates for receipt of bids by issuing an amendment/corrigendum through online process of "Create Corrigendum" tool in e-procurement portal, in which case all rights and obligations of the Executive Engineer and the Bidders will remain same as previously.

#### **Late Bids:**

The e-procurement portal <https://eprocure.gov.in> will not allow any Bidder to attempt bidding, after the scheduled date and time prescribed in NIT.

## **2. Bid Opening:**

Bids shall be opened through online by the by the Tender Inviting Authority (TIA). If the office of the Tender Inviting Authority happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. The result will be seen in the e-procurement portal <https://eprocure.gov.in> by all the bidders who participated in the bids. The Bidders or their authorized representatives can be present at the time of opening of the bids. Either the Bidder himself or one of his representatives with proper authorization only will be allowed at the time of bid opening. If any of the Bidder is not present at the time of opening of bids, the Tender Inviting Authority will, on opening the bid of the absentee Bidder, read out and record the deficiencies if any, which shall be binding on the Bidder. **The bid offers are read out, minutes recorded, and the signatures of the Bidders present are taken in the minutes.** All the Statements, documents, certificates, Demand Draft/ Bank Guarantee etc., as submitted/uploaded by the Bidders through online, will be downloaded, printed and verified for evaluation. The clarifications, particulars, if any, required from the bidders, will be obtained by addressing the bidders. The bids will be evaluated against the specified parameters/ criteria same as in the case of conventional bids and the qualified bidders will be identified.

Bids shall be scrutinized in accordance with the conditions stipulated in the Bid document. In case of any discrepancy of non-adherence Conditions the Tender Accepting Authority shall communicate the same which will be binding on both the bid opening authority and the Bidder. In case of any ambiguity,

the decision taken by the Tender Accepting Authority on bids shall be final.

**3. Clarification on the Bid:**

The Tender Inviting Authority (TIA) may call upon any Bidder for clarification on the statements, documentary proof relating to the bid. The clarification called for from the Bidders (through official letter) shall be furnished within the stipulated time, which shall not be more than **5 (five) days**.

The Bidder if so desirous shall agree in writing to furnish the clarification called for within the stipulated time and for **disqualification and rejection of his bid in the event of failure to do so**.

**4. Evaluation of Bids and Determination of Responsive/Non-Responsive Bid**

The **“Tender Inviting Authority (TIA)”** will examine/evaluate the bids (*on the basis of guidelines & conditions given anywhere in the tender/bid documents*) submitted by each bidder by making detailed **“Comparative Statement (CS)”** and determine whether each Bidder is satisfying or non-satisfying the eligibility criteria as prescribed in the bid document. Based on bid documents & CS as submitted by TIA, the **“Tender Evaluation Committee (TEC)”** will decide and declares the bidder as responsive or non-responsive.

If the bid of a Bidder is not satisfying any of the eligibility criteria as prescribed in the bid document, the **TEC** will reject it. However, the **“Tender Accepting Authority (TAA)”** or **“Tender Evaluation Committee (TEC)”** detects any error in the evaluation of technical bids done by TIA, the TAA while returning the bids may direct the TIA as the case may be, to re-evaluate the bids.

If any alteration is made by the Bidder in the bid documents, the conditions of the contract, the drawings, specifications or statements/formats or quantities the bid will be rejected.

**Details of Tender Evaluation Committee** (i.e. chairperson & members) & the **“Minutes of Meeting”** [of technical bid evaluation by the “Tender Evaluation Committee”] shall be **uploaded in the e-procurement portal <https://eprocure.gov.in>** and all the bidders can access the same.

**Responsive Bid:**

**Some important points on the basis of which a bid may be declared as Responsive** are given below:

The bid submitted by the bidder, is in the prescribed format & satisfying the eligibility & other criteria as per guidelines & conditions given anywhere in the tender/bid documents.

**Non-Responsive Bid:**

Tenders that do not meet the basic requirements specified in the bid documents are to be treated as non-responsive and ignored. Some important points on the basis of which a bid may be declared as Non-Responsive are given below:

The bid submitted by the bidder, is not in the prescribed format, or is not having the required documents as mentioned in Check list or as per qualification criteria, or is unsigned or not signed as per the stipulations in the bid

document;

If any alteration is made by the Bidder in the submitted bid documents, the conditions of the contract, the drawings, specifications or statements/ formats or quantities.

The required Bid Fee & Earnest Money has not been provided;

The bidder is not eligible to participate in the bid as per laid down eligibility criteria (example: the tender enquiry condition says that the bidder has to be an enlisted contractor but the tenderer is not an enlisted contractor);

The tenderer has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer;

The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required performance guarantee or additional performance guarantee, if applicable); or

Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the purchaser's operators for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

#### 5. Evaluation of Financial Bid and Comparison of Financial Bids:

"Tender Inviting Authority (TIA)" will examine/ evaluate the financial bids (on the basis of guidelines & conditions given anywhere in the tender/ bid documents) submitted by each bidder by making detailed "Comparative Statement (CS)". Based on financial bid documents & CS submitted by TIA, the "Tender Evaluation Committee (TEC)" will decide the reasonableness of quoted percentage/ item rates and the Bid Rank of the bidder such as lowest rate quoted bidder (L1), 2nd lowest rate quoted bidder (L2), 3rd lowest rate quoted bidder (L3) etc. based on online quoted amount of bidder in BOQ sheet.

TEC has to make formal recommendation for Award of Contract to the bidder whose bid has been determined to be responsive and the lowest (L1) evaluated bid. These recommendations are submitted for approval to the "Tender Accepting Authority (TAA)". TAA shall approve and accept the tender in accordance with the latest Delegation of Financial Power Rules, Tripura (DFPRT) in force.

However, the "Tender Accepting Authority (TAA)" or "Tender Evaluation Committee (TEC)" detects any error in the evaluation of financial bids done by TIA, the TAA while returning the bids may direct the TIA as the case may be, to re-evaluate the bids.

#### 6. Discrepancy in Quoted Bid Percentage/ Item Rate:

Bids shall be scrutinized in accordance with the conditions stipulated in the Bid document. For Percentage Rate Tender, the bidder shall quote his "Excess (+) / Less (-)" overall bid percentage (in figures only) in Macro enabled MS Excel

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BOQ sheet. Thus, the total amount (for overall quoted bid percentage) as computed through Macro Enabled MS Excel BOQ Sheet would be the Quoted Amount for the work, which will be shown in figures & words automatically. For Item Rate Tender, bidders shall quote rate for each item in figures only. BOQ (in MS-Excel format) sheet shall be open with Macro Enabled for automatic conversion from figures to words. Thus, the total amount (for all the quoted items) as computed through MS-Excel Sheet would be the Quoted Amount for the work, which will be shown in figures & words automatically.

The quoted percentage/item rate and automatically calculated quoted total amount through Macro Enabled MS Excel BOQ Sheet can be verified by the bidder before uploading the BOQ in the portal using digital signing. Generally, in online e-tender, chances of discrepancy in quoted bid percentage/item rates are NIL. In case of any ambiguity, the decision taken by the Tender Accepting Authority on Bidders shall be final.

#### 7. **Non-conformities between Figures and words:**

Generally, this situation normally does not arise in case of online e-tender. Sometimes, non-conformities/errors are also observed in responsive tenders between the quoted prices in figures and in words. This should be taken care of in the manner indicated below:

If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;

If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-total shall prevail and the total shall be corrected; and

If there is a discrepancy between words and figures, the amount in words shall prevail;

Such a discrepancy in an offer should be conveyed to the tenderer asking him to respond by a target date and if the tenderer does not agree to Procuring Entity's observation, the tender is liable to be rejected.

#### 8. **Financial Bid Evaluation Result:**

The '**BOQ Comparative Chart**' generated online & displayed by the system through the e-procurement portal, after the opening of Financial Bid, will show the amount calculated based on percentage/~~item 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.** TIA will prepare a '**Comparative Statement (CS)**' considering all parameters as per conditions given in the bid document. TEC will decide the bid rank in the CS. This **CS, declaring lowest bidder (L1) and 'Minutes of Meeting'** [of Bid Evaluation by the "Tender Evaluation Committee"] **will be displayed in the e-procurement portal subsequently.**

**Details of Tender Evaluation Committee** (i.e. chairperson & members) & the '**Minutes of Meeting**' [of bid evaluation by the "Tender Evaluation Committee"] shall be uploaded in the e-procurement portal <https://tripuratenders.gov.in> and all the bidders can access the same.

It is advisable that TIA, while completing the online process of Financial Evaluation, should select the "Status" from the list as "Accept" in "Bid List" section for all bidder. This process gives wider choice to TIA for selecting lowest accepted rate quoted bidder (L1 bidder) in "Award of Contract (AOC)"

stage in case L1/L2 bidder withdraws his bid before finishing the online AOC.

**9. Selection of Bidder among the Lowest & Equally Quoted Bidders:**

Selection of Bidder among the lowest & equally quoted Bidders will be done in the following process:

The Bidder whose Bid Capacity is Higher will be selected.

In case the bid capacity is also same, the Bidder whose Annual Turnover is Higher will be selected.

Even if the criteria incidentally become the same, the higher turnover on similar works and thereafter more machinery available for the work and then the clean track record including litigation aspects will be considered for selection.

**Note:** Above method can be applied for with the support of available online submitted documents. But, the supporting documents which are not available with the "Tender Evaluation Committee" viz. Annual Turnover, track record regarding litigation aspect etc., shall be asked to the bidder by TIA to submit within a fixed time through official letter.

**10. Process to be Confidential:**

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

No Bidder shall contact the TAA or any authority concerned with finalization

of bid 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 TAA, it should do so in writing.

Before recommending / accepting the bid, the Tender Evaluation Committee (TEC) / Tender Accepting Authority (TAA) 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.

**11. Discrepancies between original and additional/scanned/uploaded copies of a Tender:**

Discrepancies can be observed in responsive tenders between the original copy [if asked to submit by Tender Inviting Authority (TIA) for document verification purpose] and additional/scanned/uploaded copies of the same tender. In such a case, the text, and so on, of the original copy will prevail. Such a discrepancy in an offer should be conveyed to the tenderer asking him to respond by a target date and if the tenderer does not agree to TIA's observation, the tender is liable to be rejected. In e-Procurement there could be

discrepancies between the uploaded scanned copies  
andtheOriginalssubmittedbythebidder.Howevernormallynosubmissionoforiginal

payment documents in physical format, should be asked for in e-Procurement with online payment facility.

**12. Minor Infirmary/Irregularity/Non-conformity:**

During the preliminary examination, some minor infirmity and/or irregularity and/or non-conformity may also be found in some tenders. Such minor issues could be a missing page/attachment or illegibility in a submitted document; non-submission of requisite number of copies of a document. There have been also cases where the bidder submitted the amendment Bank Guarantee, but omitted to submit the main portion of Bid Document.

The court ruled that this is a minor irregularity. Such minor issues may be waived provided they do not constitute any material deviation and financial impact and, also, do not prejudice or affect the ranking order of the tenderers. Wherever necessary, observations on such 'minor' issues (as mentioned above) may be conveyed to the bidder by the Tender Inviting Authority (TIA) through registered letter/speed post, and soon, asking him to respond by a within 5 (five) days from the date of issue of the letter, also mentioning therein that, if the bidder does not conform TIA's view or respond by that specified date, his/her tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further.

**13. Clarification of Bids/Shortfall Documents:**

During evaluation and comparison of bids, the **Tender Inviting Authority (TIA)** may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification letter shall be given in writing by registered/speed post by the **Tender Inviting Authority (TIA)**, asking the bidder to respond **within 5 (five) days** from the date of issue of the letter, and also mentioning therein that, if the bidder does not comply or respond by the date, **his/her tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be sought, offered or permitted.**

**No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then.** (Example: if the Permanent Account Number has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above).

So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. *(For example, if the bidder has uploaded an illegible copy of enlistment order without any details, the certificate can be asked for and considered)*

**14. AWARD OF CONTRACT**

**Award Criteria:**

The **Tender Accepting Authority (TAA)** will award or recommend for award of the contract to the Bidder who has been found technically qualified (i.e. responsive) as per the bid conditions and whose Financial Bid Rate is lowest (L1), unless there is some valid objection.

TAA shall accept the tenders in accordance with the **latest Delegation of Financial Power Rules, Tripura (DFPRT)** in force.

**Tender Accepting Authority's (TAA) reserves the right to Accept any Bid and to Reject any or all Bids:**

Notwithstanding **Para above**, the Tender Accepting Authority (TAA) reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the Award of Contract, without thereby incurring any liability to the effected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the reasons for such action.

**15. Notification of Award, Award of Contract and Signing of Agreement:**

The **Bidder, whose Bid has been accepted**, will be notified by the TAA prior to expiration of the Bid validity period. After the Bid for the work has been accepted, the same shall be communicated to the contractor by the TIA in a prescribed format in **Annexure-IX** for submission of the **Performance Guarantee (PG) & Additional Performance Guarantee (if applicable)** by the contractor. The time allowed for submission of performance guarantee & Additional Performance Guarantee (if applicable) within a period of **10 (ten) days** from the date of issue of **Letter of Acceptance (LOA)** (time period as mentioned in **Schedule-F**), *[however, depending upon the magnitude and / or urgency of the work, TAA can reduce this period]*. **This period can further be extended at the written request of the contractor** by the Engineer-in-charge for a **maximum period of 5 (five) days**.

The **commencement date of the work** shall be determined as the **7<sup>th</sup> (seventh) day** from the date of issuance of the Letter of Commencement, unless specified otherwise in **Schedule-F**, or **from the date of handing over of the site** to the contractor, whichever occurs earlier. The Tender Inviting Authority (TIA) reserves the right to modify the commencement date based on the magnitude or urgency of the work.

After submission of the performance guarantee & Additional Performance Guarantee (if applicable) by the contractor in the prescribed format as mentioned in Clause 1 of GCC, an **intimation letter** to commence the work & Signing of Agreement (i.e. **"Letter of commencement of Work"**) shall be communicated to the contractor by TIA in prescribed format in **Annexure-XI**.

The said **copy of "Letter of Commencement of Work"** shall be uploaded in e-procurement portal to complete the online process of **"Award of Contract (AOC)"**. While **completing the online AOC process**, the **'Radio Button'** against the **bidder's name** whose **bid** has been **accepted**, shall be **'selected'** with other necessary data in relevant field. The bidder will get notified regarding AOC through auto-generated e-mail/SMS via e-procurement portal.

The full amount of the Earnest Money of all bidders (technically responsive & non-responsive) excluding L1 (lowest rate quoting bidder) will automatically be returned back to their respective bank account (*in case of online payment mode*) or, will be released individually by the Tender Inviting Authority (TIA) (*in case of e-BG payment mode*), once the online process of **"Letter of Acceptance"** (LOA) has been completed or tender process has been cancelled in e-procurement

portal.Theearnestmoneyofsuccessful bidder(L1)shallbereleasedafter Letter of Commencement (LOC) is issued.

**16. CorruptorFraudulentorAnti-competitiveorCoercivePractices:**

The Procuring Entity require that the bidders / tenderers/ suppliers, should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts. In pursuance of this policy, the Procuring Entity

- a) Define for the purposes of the provision, the terms set forth below as follows:
- (i) **“Corrupt practices”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution; and
  - (ii) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract in execution of the contract; and
  - (iii) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders (prior to or after Bid submission), with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition; and
  - (iv) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- b) **Will reject a proposal for award of contract** if it determines that the Bidder recommended for award has engaged in ‘corrupt or fraudulent or anti-competitive or coercive practices’ in competing for the contract in question.
- c) **Will disqualify the agency/firm for 3(three) year**, if at any time determines that the agency/firm has engaged in ‘corrupt or fraudulent or anti-competitive or coercive practices’ in competing for, or in executing a Contract.

**SECTION - 4**  
**APPENDICES**

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**APPENDIX-I****TENDERERS/CONTRACTOR'S CERTIFICATE**

1. I/We hereby declare that I/We have perused in detail and examined closely the Standard Specifications of Government of Tripura, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standards specifications for items for which I/We tender, before I/We submit such tender and agree to be bound and comply with all such specifications for this agreement.
2. I/We certify that I/We have inspected the site of the work before quoting my "percentage rate on estimated cost put to tender in BOQ sheet (for percentage rate tender)" or, "item rate against each item in BOQ sheet (for item rate tender)". I/We have satisfied about the availability of working & storage space at site and transport facilities for materials.
3. I/We am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.
4. I/We hereby declare that I/We will not claim during pendency of the contract or in arbitration for idle labour and/or idle machinery etc. Similarly, no claim shall be entertained for business loss or any such loss.

I/We declare that I/We will procure the required construction materials 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.

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.

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 rate on estimated cost put to tender in BOQ sheet (for percentage rate tender)" or, "item rate against each item in BOQ sheet (for item rate tender)", 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.

2. I/We declare that I/We will execute the work as per the milestone programme, and if I/We fail to complete the work as per the milestone programme I shall abide by the condition to recover liquidated damages as per the tender conditions.
3. I/We declare that I/We will abide by the mechanism for settlement of disputes as per the tender conditions.

**(Signature of Bidder)**

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## APPENDIX-II

**DETAIL/STRUCTURE OF THE BIDDER**

1.	Name and address of the bidder	
2.	TelephoneNo.(landlineandMobile)/FaxNo./ Emailaddress	
3.	Legalstatusofbidder(Attachcopiesof original document defining the legal status). Theapplicantis: a. Anindividual b. A proprietaryFirm c. AFirminpartnership d. Alimitedcompanyorcorporation.	
4.	Particulars of registration with variousGovt. bodies(Attach attested photocopies) a. RegistrationNumber b. Organization /Placeof registration. c. Dateofvalidity	
5.	NameandtitleofDirectorsandofficerswith designationtobebconcernedwiththiswork.	
6.	Designationofindividualsauthorizedtoactforthe organization.	
7.	Wasthe bidder ever required to suspend work for a period of more than six months continuously after he commenced the work? If so, give the name of the projectandreasonsofsuspensionofwork.	
8.	Hasthebidderoranyconstituentpartners (s)incaseof partnership firm, ever abandoned the awarded work before its completion?Ifso, givenameoftheprojectandreasonsfor	
9.	Asthebidder,oranyconstituentpartnerincase of partnership firm, ever been debarred/ black listedfortenderinginanyorganizationatany time?Ifso,givedetails.	
10.	Hasthebidder,or anyconstituent partner incase of partnership firm, ever been convicted by the court oflaw?Ifso,givedetails.	
11.	InwhichfieldofCivilEngineeringconstruction fieldthebidderhasspecializationandinterest?	
12.	Anyother information considerednecessarybut notincludedabove.	

Date:

(SignatureofBidder)

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## APPENDIX-III

**DECLARATION OF THE BIDDER**

**I, do hereby solemnly affirm and declare as under:**

1. That I am the Proprietor/Authorized signatory of M/s.....  
.....having ..... it's Head Office/Regd. Office  
at.....
2. That the information/DOCUMENTs/Experience certificates submitted in support of technical and financial capacity by M/s..... along with the tender for .....(Name of work)..... to PWD, Tripura are genuine and true and nothing has been concealed.
3. I shall have no objection in case PWD verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case PWD, Tripura demand so for verification.
4. I hereby confirm that in case, any document, information &/or certificates submitted by me found to be incorrect/ false /fabricated, PWD, Tripura at its discretion may disqualify/reject/terminate the bid/contract and also forfeit the EMD/Performance Guarantee/All dues.
5. I shall have no objection in case PWD verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards Performance Guarantee from the Zonal Branch/office issuing Bank and I/We shall have no right or claim on my submitted bank guarantee(s) before PWD, Tripura receives said verification.
6. I undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in PWD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Bid Security/Performance Guarantee.
7. I hereby declare that, I / WE have not been blacklisted, debarred, suspended, or disqualified by any State Government, Central Government, Public Sector Undertaking (PSU) (Central or State), or any Autonomous Body during the last five (5) financial years and is not currently subject to any such disqualification as on the date of submission of this bid.

OR

(Strike off the above paragraph and use the following if applicable)

I hereby declare that, I/WE, was/were, blacklisted/debarred/suspended/ disqualified by the following authority:

- Name of Authority:
- Order No. & Date:
- Reason:
- Period of Disqualification:
- Current Status (whether the action is subsisting or has been revoked):

[Certified copy of the order/communication from the competent authority is enclosed herewith for reference]

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That the information furnished above is true and correct to the best of my knowledge and belief. I understand that any concealment of facts or misrepresentations shall lead to rejection of the bid and may attract permanent debarment from all future tenders of the Public Works Department, Tripura.

I....., the Proprietor/Authorized signatory of M/s..... do hereby confirm that the contents of the above declaration are true to the best of my knowledge and nothing has been concealed there from..... and that no part of it is false.

**Date:**

**(Signature of Bidder)**

## APPENDIX-IV

**UNDERTAKINGBYTHEBIDDER****[TobesubmittedonlybytheBidderforCompositeBidonly]**

I/We shall become the lowest tenderer then I/We shall submit the documents of AssociatedspecializedAgencies/OEM/Authorizedserviceproviderofthe specialized Electrical& Mechanical (E&M) services as per the eligibility criteria mentioned in the “special conditions of NIT for association of specialized agencies” [Para 43.3SECTION-2: Instructions to Bidders& Eligibility Criteria]**within 30 (thirty)days after award of work**,otheriseworkunderparticularspecializedE&M for which required documents of Associated Agency/OEM/Authorized Service Provider are not submitted shall not be commenced and beyond **60 (sixty) daysfrom date of award of work, no running /final bill of any work shall be paid** until allrequireddocumentsofallspecializedE&McomponentsAgencies /OEM/Authorized service provider are not submitted by me/us and liable for action as per contract clause.

**Signature oftheBidder**

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## APPENDIX-V

**DETAILS OF KEY TECHNICAL PERSONNEL****[Must be complied with Schedule-F & Clause 32, GCC]****(To be submitted only by the Bidder whose bid has been accepted. The successful Bidder shall submit the same immediately after receiving letter of acceptance of the tender)**

<b>Sl. No</b>	<b>Name</b>	<b>Designation</b>	<b>Qualification</b>	<b>Total Experience</b>	<b>Working with the Bidder since.</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

**Notes:**

- (i) **Documents to be submitted by the bidder:** -Bio-data of Key Personnel (signed by the key personnel & countersigned by the bidder) proposed to be deployed at site.
- (ii) Presence of Site Engineer during execution of work is mandatory.

**Date:****(Signature of Bidder)**

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**PART-B**  
**GENERALCONDITION OFCONTRACT**

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TRIPURAPWD-7/8

STATE: TRIPURA

DISTRICT:WEST TRIPURA

BRANCH:DPO(PLANNING AND  
DEVELOPMENT)**PercentageRateTender/ItemRateTender&ContractforWorks**

Tender for the work of : To be uploaded at e-tender Portal <https://eprocure.gov.in> by **15.00.hours on 02-07-2026**(date)

- (i) **To be opened in presence of bidders who may be present at the place of opening of tenders (electronically) or can visualize to process online at 15.30.hours on 02-07-2026 (date) in the office of The Executive Engineer, TRIPURA UNIVERSITY**

**[\*TobefilledbyExecutiveEngineer]**

**TENDER**

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **90(ninety) days** from the due date of its opening and not to make any modification in its terms and conditions.

I/We have paid Bid Fee (online payment mode only) & Earnest Money (online payment or e-BG) (strike out as the case may be) provided in the e-procurement portal. For EMD prescribed in the shape of e-BG, have a validity for a period of 45 days beyond the Bid Validity Period. The Earnest Money will not bear any interest.

If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Hon'ble VICE CHANCELLOR, TU of Tripura or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Hon'ble VICE CHANCELLOR, TU of Tripura or the successors

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in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rate to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in any work(s) under TRIPURA UNIVERSITY in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety & integrity of the State.

Dated: \*\*

Signature of Contractor

Postal Address \*\*

Telephone No. \*\*

Witness: \*\*

Address: \*\*

Occupation: \*\*

[\*\*To be filled by the Contractor]

**ACCEPTANCE**

Theabovetender(asmodifiedbyyouasprovidedinthelettersmentionedhereunder)is acceptedbyme forandonbehalfoftheHon'ble VICE CHANCELLOR, TUofTripuraforasumof `.....\*.....(Rupees.....\*.....)

Thelettersreferredtobelowshallformpartofthiscontractagreement:

- (a) \*
- (b) \*
- (c) \*

For&onbehalfoftheHon'ble VICE CHANCELLOR,

TUofTripura. Signatures .....\*.....

Designation.....\*.....

Dated:\*

[\*TobefilledbyExecutiveEngineer]

**General Rules & Directions**

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted by publication in News papers or posted on website as the case may be. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.
2. In the event of tender being submitted by a firm, it must be signed separately by each partner thereof in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

**4. Applicable for Item Rate Tender only (Tripura PWD-8)**

The rate(s) must be quoted in decimal coinage. If a Bidder quotes nil rates or does not quote rate against each item or any item in item rate tender the tender shall be treated as invalid.

Any bidder who submits a tender shall fill up the uploaded BOQ sheet [in macro enabled MS-Excel format], stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, tempering the uploaded BOQ sheet/DNIT conditions will be summarily rejected.

In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors/bidders is same, then selection of contractor/bidder will be done in the following process:

Two Bid Tendering System:

The Bidder whose Bid Capacity is higher will be selected.

In case the bid capacity is also same, the Bidder whose Annual Turnover is higher will be selected.

Even if the criteria incidentally become the same, the higher turnover on similar works and thereafter more machinery available for the work and then the clean track record including litigation aspects will be considered for selection.

Single Bid Tendering System:

Tender Inviting Authority will ask the bidder to submit the supporting documents which are not available with the "uploaded bid document" for calculation of Bid Capacity, Annual Turnover/machinery available for the work, track record regarding litigation aspects etc., within a fixed time through official letter. Based on the submitted documents the bidder will be selected as per 4.3.1.1, 4.3.1.2 & 4.3.1.3 criteria.

In case all the lowest contractors those have same tendered amount, refuse to submit the specified documents, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors. Contractor, whose earnest money is forfeited because of non-submission of specified documents shall not be allowed to participate in the retendering process of the work.

#### **5. Applicable for Percentage Rate Tender only (Tripura PWD-7)**

If a Bidder does not quote percentage less/excess/at par on the total amount of tender or any section/subhead in percentage rate tender, the tenders shall be treated as invalid.

Any bidder who submits a tender, shall fill up the uploaded BOQ sheet [in macro enabled MS-Excel format], stating at what percentage less/excess/at par (in figures) on the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, tempering the uploaded BOQ sheet / DNIT conditions will be summarily rejected.

In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors/bidders is same, then selection of contractor/bidder will be done in the following process:

Two Bid Tendering System:

The Bidder whose Bid Capacity is higher will be selected.

In case the bid capacity is also same, the Bidder whose Annual Turnover is higher will be selected.

Even if the criteria incidentally become the same, the higher turnover on similar works and thereafter more machinery available for the work and then the clean track record including litigation aspects will be considered for selection.

Single Bid Tendering System:

Tender Inviting Authority will ask the bidder to submit the supporting documents which are not available with the "uploaded bid document" for calculation of Bid Capacity, Annual Turnover/machinery available for the work, track record regarding litigation aspects etc., within a fixed time through official letter. Based on the submitted documents the bidder will be selected as per 5.3.1.1, 5.3.1.2 & 5.3.1.3 criteria.

In case all the lowest contractors those have same tendered amount, refuse to submit the specified documents, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors. Contractor, whose earnest money is forfeited because of non-submission of specified documents shall not be allowed to participate in the retendering process of the work.

6. The Tender Inviting Authority (TIA) will enter the amounts of these several bidders in a comparative statement in a suitable form after on-line opening of Financial Bid through e-procurement portal. In the event of a tender being accepted, a letter for Acceptance [LOA] will be issued for submission of Performance Guarantee and also a letter for commencement of work will be issued for completion of the formal agreement. On receipt of Performance Guarantee Fee, the earnest money shall thereupon be returned on-line to the successful bidder without any interest after completing the online process of Award of Contract (AOC). In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
7. The Tender Inviting Authority (TIA) shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
8. The receipt of an accountant or clerk for any Documents by the contractor will not be considered as any acknowledgment or payment/submission of documents to the Tender Inviting Authority (TIA) and the contractor shall be responsible for seeing that he procures a receipt signed by the Tender Inviting Authority (TIA).
9. The memorandum of work tendered for and the schedule of material to be supplied by the department and their issue-rates, shall be filled and completed in the office of the Tender Inviting Authority (TIA) before the tender form is uploaded.
10. Use of correcting fluid/tempering of uploaded documents [soft copies], anywhere in tender document is not permitted. Such tender is liable for rejection.
11. In the case of any tender where percentage rate/unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.

The Contractor whose tender is accepted, will be required to submit performance guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E' and within the period specified in Schedule F. This guarantee shall be in the form of "Deposit at Call receipt, Demand Draft, Banker's Cheque or Bank Guarantee" drawn in favour of the Tender Inviting Authority (TIA) from a well-recognized scheduled/commercial Bank guaranteed by the Reserve Bank of India having branch at Agartala, Tripura.

The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfilment of his contract, an amount equal to 2.5% of the tendered amount of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in the shape of Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from well-recognized scheduled/commercial Bank guaranteed by the Reserve Bank of India having branch at Agartala, Tripura.

12. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge or his authorized representative, shall be communicated in writing to the Engineer-in-Charge.
13. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at the time of supply of service (as provided in CGST Act 2017) provided by the contractor shall be varied if different from that applicable on the last date of receipt of tender including extension if any.
14. The contractor shall give a list of both gazetted and non-gazetted Tripura P.W.D. employees related to him as "Near Relatives".

15. The tender for composite work includes, in addition to building work, all other works such as electrical work, mechanical works, roads and paths etc. The tenderer apart from being a registered contractor of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for electrical and mechanical works in the composite tender.
16. The contractor shall comply with the provision of all laws including Labour Laws, rules, regulations and notifications issued thereunder from time to time. All safety and Labour Laws enforced by the statutory agencies of the state or central Government shall be applicable in the performance of this contract and the contractor shall abide by these laws. The contractor shall take all measures necessary or proper to protect the personnel/workers and shall observe all reasonable safety rules and instructions. Any fire works like gas cutting or welding jobs will be carried out with full safety precautions. The contractor shall report as soon as possible any evidence which may indicate or likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

During the tenure of this contract nothing shall be done by the contractor in contravention of any law, rule, act and/or rules and regulations.

The contractor shall at his own expenses, arrange appropriate insurance to cover all risks assumed by the contractor under this contract in respect of its personnel/worker working under this contract as well as contractor's equipment, tools, or any other belongings of the contractor or their personnel during the entire period of their engagement in connection with this contract.

The department as well as the state Government will have no liability on this account. Should there be any lapses in any insurance required to be carried out by the contractor hereunder for any reason, losses resulting from shall be to the sole account of the contractor.

The contractor shall comply all model Rules of the state or central Government for the protection of health, sanitary arrangements for workers employed by the contractor.

17. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer/Executive Engineer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

## CONDITIONS OF CONTRACT

### 1. DEFINITIONS:

The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Hon'ble VICE CHANCELLOR, TU of Tripura and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them

The expression **works or work** 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.

The **Site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

The **Hon'ble VICE CHANCELLOR, TU** means the Hon'ble VICE CHANCELLOR, TU of Tripura and his successors.

Government or Government of Tripura shall mean the Hon'ble VICE CHANCELLOR, TU of Tripura.

The **Engineer-in-charge** means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Hon'ble VICE CHANCELLOR, TU of Tripura as mentioned in Schedule - F hereunder.

**Tender Accepting Authority (TAA)** shall mean the authority mentioned in Schedule -F.

**Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Tender Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

**Market Rates** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule - F to cover, all overheads and profits. Provided that no extra overheads and profits shall be payable on the part(s) of work assigned

to the agency(s) by the contractor as per terms of contract.

**Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the Government mentioned in Schedule - F hereunder, with the amendments thereto issued upto the date of receipt of the tender.

**Department** means Tripura PWD or any department of Government of Tripura which invites tender on behalf of Hon'ble VICE CHANCELLOR, TU of Tripura as specified in Schedule-F.

**State Specifications** means the specifications followed by the TRIPURA UNIVERSITY in the area where the work is to be executed.

**District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.

**Tendered/Bid value** means the value of the entire work as stipulated in the Letter of Acceptance (LOA).

**Date of commencement of work:** The date of commencement of work shall be the date of start as specified in Schedule - F or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

**GST** shall mean Goods and Service Tax – Central, State and Inter State.

**Extra items** are those items which are not available in the contract.

**Non-schedule Extra Items** are those items which are not available in the Standard Schedule of Rates as specified in Schedule F

**Schedule Extra Items** are those items which are available in the Standard Schedule of Rates as specified in Schedule F

**Completion cost:** The completion cost includes gross amount of work done, amount of extra items and deviations and escalation admissible as per agreement etc.

**Concurrent delay:** Concurrent delays are those delays occurring in the work concurrently in any combination of all delay fall under different sub clauses 5.2, 5.3 and 5.5.

**Adolescent Person:** A person who has completed his/her fourteenth year of age but has not completed his eighteenth year.

**Hazardous works:** Hazardous process/works are the works as defined in the clause (cb) of the Factory Act, 1948.

## 2. SCOPE AND PERFORMANCE:

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof of the contract.

The contractor shall be provided free of cost, one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

**3. WORKSTO BE CARRIED OUT:**

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

**4. SUFFICIENCY OF TENDER:**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

**5. DISCREPANCIES AND ADJUSTMENT OF ERRORS:**

These several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preferences shall be observed:-

Description of Schedule of Quantities.

Particular Specification and Special Condition, if any.

Drawings.

Tripura PWD/CPWD/MoRD/MoRTH/IRC/CPHEEO Specifications (with latest update/ amendment)

Indian Standard Codes of B.I.S.

National Building Code of India (with latest update/ amendment)

If there are varying or conflicting provisions made in any one document forming part of the contract, the Tender Accepting Authority shall be the deciding authority with regard to the intention of the document and his decisions shall be final and binding on the contractor.

Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

**6. SIGNING OF CONTRACT:**

The successful Tenderer within **7 (seven) days** from the issue of "Letter for Commencement of Work", shall sign the Contract/ Agreement consisting of:-

Signed copy of agreement on non-judicial stamp paper of ₹.100

The notice inviting tender, all the bid documents including special conditions, additional conditions (if any), specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and hard copy of MS Excel BOQ sheet in which rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence/tender corrigendum leading thereto including Pre-Bid Conference record note (if any).

Standard Tripura P.W.D. Form as mentioned in Schedule - F consisting of:

Various standard clauses with corrections up to the date stipulated in Schedule - F along with annexures thereto.

P.W.D. Safety code.

Model Rules for the protection of health, sanitary arrangements for workers employed by PWD or its contractors.

Labour Regulations as enforced by the state or central Government as applicable.

No payment for the work done will be made unless contract is signed by the contractor.

In the event of successful tenderer being a firm/company, then the agreement shall be signed by all the partners or directors thereof individually. In the event of the absence of any partner/director, it shall be signed on his behalf by a person holding a power of attorney (duly notarized by notary public or board resolution in case of company) authorizing him to do so.

7. In the event of any specific rule, procedure, or provision is not being expressly stipulated in this Bid Document as "General Conditions of Contract," of PWD, Government of Tripura, such matters shall be governed by and shall be construed in accordance with the general guidelines, principles and relevant provisions of the CPWD Works Manual 2024 and thereafter its subsequent amendment.

Besides this, any Sections or Sub-sections of the CPWD Works Manual 2024 that are not expressly referred to or incorporated by reference in this Bid Document shall be deemed inapplicable to the Public Works Department (PWD), Government of Tripura.

**CLAUSES OF CONTRACT****Clause 1: Performance Guarantee**

- (i) The contractor shall submit an irrevocable Performance Guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E' and "Additional Performance Guarantee" (only for tenders less than 10% of the estimated Contract Value of work, the difference between the tendered amount and 90 % of the estimated contract value), in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudiceto any other provisions in the contract) within period specified in Schedule - F from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge upto a maximum period 5 (five) days as specified in Schedule - F on written request of the contractor stating the reason for delays in procuring the Performance Guarantee & additional Performance Guarantee (if any), to the satisfaction of the Engineer-in-Charge. This guarantee(s) shall be in the form of "Deposit at Call receipt, Demand Draft, Banker's Cheque or, Bank Guarantee" drawn in favour of the Tender Inviting Authority (TIA) from a scheduled/commercial Bank guaranteed by the Reserve Bank of India having branch at Agartala, Tripura. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

In case the contractor fails to deposit the said performance guarantee and additional Performance Guarantee (if any) within the period as indicated in Schedule- F, including the extended period if any, the Earnest Money as deposited by the contractor shall be forfeited automatically without any notice to the contractor and the bidder shall be liable to suspend from taking part/submission of bid in any bidding process of the State Government for 1 (one) year starting from the last date specified/ notified for submission of performance guarantee & additional Performance Guarantee (if any).

The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee & additional Performance Guarantee (if any).

- (ii) The Performance Guarantee & additional Performance Guarantee (if any) shall be initially valid up to the stipulated date of completion plus minimum 180 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee & additional Performance Guarantee (if any) extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the 50% of Performance Guarantee & the whole amount of additional Performance Guarantee (if any) shall be returned to the contractor, without any interest. 50% of Performance Guarantee shall be retained as Security Deposit and the same shall be refunded along with the Security Deposit of the contractor after the expiry of Defect Liability Period.

However, in case of contracts involving operation & maintenance of building and services/any other specialized work work after construction of same building and services/ other specialized work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately in accordance to the year wise approved rate as per Agreement.

- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee & additional Performance Guarantee (if any) except for amounts to which the Hon'ble VICE CHANCELLOR, TU of Tripura is entitled under the contract (not withstanding and/or without prejudiceto

any other provisions in the contract agreement) in the event of:

- a) Failure by the contractor to extend the validity of the Performance Guarantee & additional Performance Guarantee (if any) as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee & additional Performance Guarantee (if any).
  - b) Failure by the contractor to pay Hon'ble VICE CHANCELLOR, TU of Tripura any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer in-Charge.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee & additional Performance Guarantee (if any) shall stand forfeited in full and shall be absolutely at the disposal of the Hon'ble VICE CHANCELLOR, TU of Tripura.

#### **Clause 1A: Recovery of Security Deposit**

The person(s) whose tender may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered amount of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of these security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by scheduled/commercial Bank guaranteed by the Reserve Bank of India having branch at Agartala, Tripura, endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above. The security deposit as deducted above can be released against bank guarantee issued by a scheduled/commercial Bank guaranteed by the Reserve Bank of India having branch at Agartala, Tripura, on its accumulations to a minimum of ` . 5 lac (Rupees Five lakh) subject to the condition that amount of such bank guarantee, except last one, shall not be less than ` . 5 lac (Rupees Five lakh). Provided further that the validity of bank guarantee shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

In case of contracts involving operation & maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

**Clause 2: Compensation for Delay**

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/ month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

**Compensation for delay of work**

- (i) With maximum rate @ 1% (one percent) maximum per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the accepted Tendered Value of work. In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after determination of contract.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

**Operation of Clause-2**

- (i) The compensation for slow progress or non-completion of work in stipulated time,

at the rates specified therein, is an “agreed compensation” under clause 2, which the contractor has to pay in case of default. Therefore, there is no choice for the Engineer-in-charge but to recover the same at the rates mentioned in clause 2 of the contract, if the progress of the work is slow or the work is not completed in stipulated time.

- (ii) In case the contractor feels aggrieved, he/she may appeal to the Superintending Engineer against such recovery, whomay uphold the recovery at the original rates or at reduced rates or completely waive off the same depending upon the merits of each case.
- (iii) In such cases the decision of the Superintending Engineer is final and out of purview of the Arbitration clause. The Superintending Engineer should give a registered notice to the contractor, of his/her intention to levy the compensation. Proforma for show cause notice to be issued to the contractor regarding compensation under clause 2 have been given below
  - (a) When work either is in progress or has been completed. (Refer Annexure-XVI).
  - (b) In case of contract is determined under clause 3. (Refer Annexure-XVII).
- (iv) Reply submitted by the contractor, if any is taken while deciding the compensation.

#### **Clause 2A: Incentive for early completion**

In case, the contractor completes the work ahead of stipulated date of completion or justified extended date of completion as determined under clauses 5.3, 12 & 15, an incentive to the maximum amount @ 0.25% (Zero-point two five percent) 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 incentives should exceed 2% of the total value of works as per milestone. Incentive is allowed for the work whose estimated cost is more than ₹.10 crore (Rupees ten crore) for original works. Provided always that provision of the Clause 2A shall be applicable only when so provided in ‘Schedule-F’.

#### **Clause 3: When Contract can be Determined**

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, not following safety norms, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the Engineer-in-Charge notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed

or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.

- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- (vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiver or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.
- (xii) When the contractor has made himself liable for action under any of the aforesaid cases (i) to (xi), the Engineer-in-Charge on behalf of the Hon'ble VICE CHANCELLOR, TU of Tripura shall have powers:

- a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the If the revised tendered amount (worked out on the basis of quoted rate of individual items) contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered, Security deposit payable and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
- b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

**Operation of Clause-3:**

- (i) This clause deals with determination of contract, forfeiture of security deposit and execution of work through other agencies. The determination as per clause 3 essentially means determination of the obligation of both the parties in the particular contract so far as performance of the work is concerned. Hence it is not termination of contract, as many of the clauses of the contract survive such determination for measurement of works, settlement of accounts, site clearance, settlement of compensation, dispute resolution etc.
- (ii) The determination of contract is possible as per law or as per terms of contract. Clause 3 provides the contractual rights out of breach of certain terms entitling the Engineer in Charge to determine the contract. When a contract provides for determination for breach of certain terms, such terms need not necessarily be conditions of contract, to entitle the party so empowered to determine the contract. However, the contractual procedure is scrupulously followed for determination of contract and any breach of procedure may make the determination illegal.
- (iii) Determination of contract under clause 3 need not be in every case only on anticipated breach of performance on completion date and such action can be taken based on other terms in clause 3, including failure to proceed with the work with due diligence. However, in case the determination under clause 3 is for anticipated or actual breach of contract for non-completion in completion time, such time has to be made essence of contract for completion of work before action under clause 3. This is a statutory requirement under section 55 of the Indian Contract Act, 1872. How this is to be done has been dealt with in Section 29.
- (iv) If the contract is for performance of a work and not a contract for performance for a time period and the time is made essence of contract, the contract is not to end automatically on expiry of time, but in such case the innocent party obtains the

right to avoid the contract for non- performance at such time as per Section 55 of Contract Act. Hence the contract does not automatically come to an end if time is not extended further, but the innocent party has obtained only a right to avoid the contract and has to put the contract to an end. Hence in such case there has to be a positive action under Clause 3.

- (v) If the contract has not been determined on the expiry of justified extended date, time needs to be extended as per Clause 5.4 making such time as essence for performance of work by the contractor as laid out in Section 29, before any action is taken to determine the contract under Clause 3. Non-performance by the contractor in such extended period entitles the Engineer in Charge to determine the contract under relevant provision in clause 3. In case there is no fair and reasonable extension of time granted on expiry of justified extended date, time is treated as set at large.
- (vi) The show cause notice under clause 3 (Refer Annexure-XVIII) must mention the particular sub clause of clause 3 on which reliance is placed for breach by the contractor and should not be vague. In case the determination of contract is under sub clause 3(iii), the show cause notice is categorical i.e. either for anticipatory breach for non-performance during extended time notified as essence for performance of contractor for actual non-performance on such extended date.
- (vii) Determination of contract under clause 2 discharges the primary obligation on the part of the contractor to perform the contract, but gives rise to obligations to pay damages, as provided in clause 3, as consequences of determination. Clause 3 determination notice given in writing to the contractor under the hand of the Engineer in charge, for and on behalf of the Hon'ble VICE CHANCELLOR, TU of Tripura, is conclusive evidence for enforcement of this clause. The Tender Accepting Authority should approve the draft show cause as well as the draft final notice under clause 3 before its issuance by Engineer-in-charge. (Refer Annexure -XIX)
- (viii) Determination of contract is a drastic action and due precaution is taken before taking such action. The following points as applicable is ensured before issue of show cause/ determination notice for determination of contract:
- (a) Actions under clause 5, 12 and 15 as applicable are taken as per the contract and in time.
  - (b) The terms on which the notice for determination is issued in show cause and final notice are properly satisfied and expressly mentioned in the notice.
  - (c) In order to be reasonable and capable of holding Judicial / Arbitral scrutiny, actions to issue show cause and final notice is within reasonable period, respectively, of cause of action and of reply to show cause. Otherwise, claim of acquiescence may arise.
  - (d) The determination notice should include conclusive finding against the reply submitted by the contractor, if any, to the Show Cause notice issued.
- (ix) Clause 3 of the agreement inter-alia provides that if contract is determined, the earnest money deposit, security deposit already recovered and performance security / guarantee under the contract is liable to be forfeited and is absolutely at the disposal of the Government.
- (x) The Contractor, whose contract is determined as above, is not be allowed to participate in the tendering process for the balance work. Once the contract is determined, no revocation is possible.

**Action under clause 2 and 3 are independent**

- (i) The compensation under clause 2 is for loss caused due to delay in performance,

whereas, the compensation under clause 3 is for consequential losses due to non-performance of contract. Hence the Govt. is entitled to compensation under clause 3 and clause 2 independently.

- (ii) Hence, it is advisable to take action under clause 2 for levy of compensation depending on liability of contractor under clause 2 based on the delay at the age of clause 3 action, before determination.

#### **Clause 3A**

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits:

- |  |         |
|--|---------|
| (i) If the tendered value is upto ` .1 Crore:                                    | 15 days |
| (ii) If the Tendered value of work is more than ` .1 Crore and upto ` .10 Crore: | 21 days |
| (iii) If the tendered value of work exceeds ` .10 Crore:                         | 30 days |

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

#### **Clause 4: Contractor liable to pay compensation even if action not taken under Clause 3**

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause 3 thereof, shall have become exercisable and the same are not 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 and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor 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 contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, in-charge of works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

#### **Clause 5: Time and Extension for Delay**

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later.

If the Contractor commits default in commencing the execution of the work as aforesaid and such default continues even after time period specified in the notice in writing by the Engineer-in-Charge then the performance guarantee shall be forfeited by the Engineer-in-Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

The contract shall stand determined when such decision of forfeiture of the performance guarantee is issued to the contractor.

The contractor as soon as possible but within 7 (seven) days of issue of letter of award of work shall submit a time and progress chart to the Engineer-in-Charge. Such chart shall be made in due consideration of

- a) Schedule of handing over of site as specified in the Schedule 'F'
- b) Schedule of issue of design(s) and drawing(s) as specified in the Schedule 'F',
  - (i) The Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) days of receipt of such chart, make modifications thereafter, if any, communicate the approved chart to the contractor, failing which the chart submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer in-Charge and the Contractor within the limitations of time imposed in the Contract documents.
  - (ii) In case of non-submission of time and progress chart by the contractor, the chart prepared by the Engineer-in-Charge shall be deemed to be final.
  - (iii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.
  - (iv) The contractor shall submit the Time and Progress Chart containing upto date progress of work using the mutually agreed software or in the format decided by Engineer-in-Charge. Such chart shall be submitted by the contractor on or before 5<sup>th</sup> day of each month failing which a recovery @ ` 2500.00 (for works Agreement value upto ` 20 Crores) / @ ` 5000.00 (for works Agreement value more than ` 20 Crores) shall be made on per week from running account bill without any notice in this regard.
  - (v) While recording the hindrances in the progress of the work, due consideration should be given to the cause of hindrance. The hindrance shall be segregated in following categories:
    - (a) Delays due to reasons beyond the control of both parties (sub-clause 5.2)
    - (b) Delays attributable to the Department and concurrent delays (sub-clause 5.3)
    - (c) Delays solely attributable to the contractor (sub-clause 5.5)

**Delays due to reasons beyond the control of both parties**

If the work(s) be delayed by:

- (i) force majeure, or
- (ii) abnormally bad weather, or

- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- (vi) any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall within 3 (three) days give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

The contractor shall have no claim of account of any hindrance in case notice(s) are not given by the contractor.

The Engineer-in-Charge, on receipt of such notice(s) after considering the factual ground situation, shall either acknowledge or reject the notice(s).

In case of rejection, the reason(s) for rejection shall be communicated by Engineer-in-Charge to the contractor.

The decision of Engineer-in-Charge with regard to nature of event causing delay, its start date and end date, as has been finalized during acknowledgement of notice, shall be final and binding.

The end date of such events shall be recorded by Engineer-in-Charge either during acknowledgement of notice or subsequent to acknowledgement if end date of hindrance is after the date of acknowledgement of notice.

In absence of notice by the contractor, Engineer-in-Charge or his representative(s) may record the events causing delay within 5 (five) days of occurrence of hindrance provided further that not recording events causing delay by the Engineer-in-Charge does not ipso facto entitle the contractor for any hindrance.

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.

#### **Delays attributable to the Department**

In case the work is hindered in the opinion of the contractor, by the Department or for any reason / event, for which the Department is responsible, then upon the happening of such event causing delay, the contractor shall within 3 (three) days give notice to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the work.

The contractor shall not be entitled for any hindrance in case notice(s) are not given by the contractor.

The Engineer-in-Charge, on receipt of such notice(s) after considering the factual ground situation, shall either acknowledge or reject the notice(s).

In case of rejection, the reason(s) for rejection shall be communicated by Engineer-in-Charge to the contractor.

The decision of Engineer-in-Charge with regard to nature of event causing delay, its start date and end date, as has been finalized during acknowledgement of notice, shall be final and binding.

The end date of such events shall be recorded by Engineer-in-Charge either during acknowledgement of notice or subsequent to acknowledgement if end date of hindrance is after the date of acknowledgement of notice.

In absence of notice by the contractor, Engineer-in-Charge or his representative(s) may record the events causing delay within 5 (five) days of occurrence of hindrance provided further that not recording events causing delay by the Engineer-in-Charge does not ipso facto entitle the contractor for any hindrance.

Such extension of time or rescheduling of milestone(s) shall be without prejudice to any other right or remedy of the parties in contract or in law, provided further that for concurrent delay(s) under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2, the contractor shall be entitled to only extension of time and shall have no claim of damages.

#### **Rescheduling of milestone(s) and extended date of completion**

Request for rescheduling of Mile stones or extension of time, shall be made by the Contractor in writing once in a month on the basis of hindrances accepted by the Engineer-in-Charge under sub-clause 5.2 and sub-clause 5.3. The contractor shall indicate in such a request number of days by which rescheduling of milestone(s) and/or extension of time desired.

The authority as indicated in Schedule 'F', after examining the request, shall give a fair and reasonable extension of time for completion of work and simultaneously reschedule the milestone(s), if required so. The authority shall consider all hindrances accepted as per sub-clause 5.2, 5.3 and 5.5

The authority shall decide rescheduling of milestone(s) and extension of time within 21 (twenty one) days of the request submitted by the contractor. In event of no request by the contractor for rescheduling of milestone(s) and extension of time, the authority as indicated in Schedule F, after affording opportunity to the contractor, may give fair and reasonable extension of time based on hindrances accepted by the Engineer-in-Charge and reschedule of milestone(s) once in a month. Such justified extension of time shall determine the 'extended date' of completion of work.

Provided that the end date of any event causing delay shall not fall beyond the date of request for extension of time or rescheduling of milestone(s) by the contractor. In case end date of event falls beyond the date of submission of said request, then period for extension up to date of application shall be considered in the said request for events eligible for consideration and remaining period shall be applied in subsequent request of extension of time or rescheduling of milestone(s).

Engineer-in-Charge shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form.

**Delaysattributablesolelytothecontractor**

In case the work is delayed by any reasons solely attributable to the contractor, then Engineer-in-Charge or his representative(s) may record the event causing delay within 5(five) days of occurrence of delay. Contractor shall take the notice of the same for necessary action. He may submit his version, if any within 5(five) days. Engineer-in-Charge, considering the version of the contractor, will take decision on such recording of the event and the decision of the Engineer-in-Charge shall be final and binding.

The contractor shall be liable for levy of compensation for such delays (i.e. for the period beyond the justified extended date of completion as determined in sub clause 5.4 and this default of contractor shall be dealt in conjunction with clause 2 of the contract.

In case the work is delayed, due to hindrances attributable solely to the contractor, beyond the justified extended date (as stated in sub clause 5.4), the authority indicated in Schedule 'F', without prejudice to provisions to take action under Clause 3, may grant extension of time required for completion of work without rescheduling of milestone(s) and extend the date of completion.

**Operation of Clause-5:****(i) Action on failure to commence the work**

If contractor fails to start the execution of the work, the performance Guarantee is forfeited by Engineer-in-Charge with relevant action, as mentioned in Clause 24 of Section-2 [Instruction to bidders & Eligibility Criteria] with the prior approval of tender accepting authority.

**(ii) Re-scheduling of milestones**

The authority as mentioned in Schedule "F" gives a fair and reasonable extension of time and re-schedule the milestone(s) for completion of the work. Rescheduling the milestones will include changing the number of milestones also.

**(iii) Finality of decision on Extension of Time**

According to this clause, the opinion of the Engineer-in-charge or the authority mentioned in Schedule "F" as to whether the grounds shown for extension of time are or are not reasonable, are final. If the Engineer-in-charge or the authority mentioned in Schedule "F" declines to grant extension of time, it is not within the competence of the contractor to challenge the soundness of the opinion by reference to arbitration under the relevant clause. The Engineer-in-charge or the authority mentioned in Schedule "F" should give extension as is, in his/her opinion, necessary or proper, his/her opinion as to whether the period of extension granted by him/her is proper, is not, however, final. The contractor can seek arbitration on the question whether the period of extension granted is or is not proper.

**(iv) Grant of Extension of Time when the contractor does not apply**

The period during which the contract remains valid is a matter of agreement and if the period originally set for the completion of the work comes to an end, nothing short of agreement of the party can extend the subsistence and validity of the contract. When the period fixed for the completion of the contract is about to expire, the question of extension of the contract is considered at the instance of the contractor or the Department or of both. The

extension, in order to be binding, will have to be by parties to agreement express or implied. It, therefore, follows that if the extension of time is granted by the Engineer in Charge suo-moto, and such extension of time is accepted by the contractor either expressly or implied by his/her action before and subsequent to the date of completion, the extension of time granted by the Engineer in Charge is valid. It is, therefore, necessary that the Engineer in Charge grant extension of time even when the contractor does not apply for extension of time in order to keep the contract alive. If the contractor refuses to act upon the extension granted by the Engineer in Charge, it will attract the provisions of clauses 2 & 3 of the agreement.

**(v) Compensation for delayed performance**

The compensation for delayed performance, on account of which extension of time is granted by the Engineer in Charge or the authority mentioned in Schedule "F", which could be viable under clause 2 would be a distinct matter. The decision to levy compensation under clause 2 would depend on:

- (a) Prior notice as contemplated by Section 55 of the Indian Contract Act, 1872.
- (b) Fault/delay/hindrances being attributable to the contractor, and
- (c) Proof of the loss occasioned thereby (in case it is challenged by the contractor before the Arbitrator).

**(vi) Hindrances to be carefully weighed before deciding on Extension of Time**

- (a) The contractor in his/her application for extension of time, points out the various delays and the lapses on the part of the Department that he/she considers unavoidable hindrances. The Engineer-in-charge, while recommending or granting cases for extension of time, generally accepts these reasons for delay to be correct. The contractor may claim damages or compensation in arbitration, for prolongation of work due to defaults or lapses on the part of the Department. When such cases come before the Arbitrator, the action of the Engineer-in-charge in accepting the reasons for extension of time may assist the evidence for the claims of the contractor for damages etc.
- (b) Though there are delays and lapses on the part of the Department, yet at the same time there are also delayed lapses on the part of the contractor. For such delays during the stipulated or extended period of completion, the contractor is responsible, but these are also to be taken into account by the Engineer in Charge while recommending or granting extension. To safeguard Government's interest these lapses on the part of the contractor should invariably be clearly mentioned by the Engineer-in-charge while granting/recommending extension of time.
- (c) In granting extension of time, a balanced view is taken of the delays on the part of the contractor, vis-a-vis the delays of the Department. The mention of the delays on the part of the contractor along with those of the Department would ultimately help the Department in properly defending its position before the Arbitrator against the claims of the contractor for damages.

**Clause 6: Measurements of work done****Manual Measurement Book (MMB)**

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.

All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing 3 (three) days in advance by the Engineer-in-Charge or his authorized representative or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.

The contractor shall give, not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being 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 was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly

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or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

### **Computerized Measurement Book (CMB)**

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial values shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the departments so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerised MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill". Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than 7 (seven) days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of 7 (seven) days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being 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 was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

#### **Electronic Measurement Book (e-MB)**

Like manual system, e-MB will be allotted to Junior Engineer (JE) by Executive Engineer (EE) through online and e-MB will be responsive and flow based as per the norms of the department. An ID will be generated through the system for every e-MB and proper tracking will be maintained on details of the allottee and recipients. Like measurement book, e-MB will keep record of every item in respect of length, breadth, height and number or formulae. Once measurements are recorded in e-MB by JE, it can be test checked by Assistant Engineer (AE) and Executive Engineer (EE) by logging on to the system by using log-in details of the respective official. Every test check will be recorded and mapping of the entire activities will be mapped and maintained. Once measurements are recorded in e-MB against corresponding items available in BOQ or any extra/additional item (s), abstract of cost will be generated automatically based on the inputs of rates. Similarly based on same data, bill can be generated for payment as per prevailing rules and guidelines.

**Clause 7: Payment on intermediate certificate to be regarded as Advances**

No payment shall be made for work, Agreement value ` .10 lakh (Rupeesten lakh) or less till entire work has been completed and certificate of completion given. **[In respect of Electrical & Mechanical Agreement only (excluding Composite Bids) the value limited upto ₹.2.00 lakh or less]**. For works Agreement value more than ` .10 lakh (Rupeesten lakh), the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved.

However, to expedite the progress of work, Engineer-in-Charge, on the request of contractor, may make interim payment(s) even before the net payment limit specified in Schedule 'F' is achieved. In such case(s) no interest/compensation shall be recoverable from contractor.

Such payment by Engineer-in-Charge shall not be construed as waiver of limit specified in Schedule 'F' for subsequent interim payment(s).

Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. An amount of ad-hoc payment not less than 75% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill by the Contractor to the Engineer-in-Charge or his Authorized Engineer together with the account of the material issued by the department, or dismantled materials, if any. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor. **Notwithstanding any delay in the release of payment by the Employer for any reason whatsoever, the Contractor shall not be entitled to claim or recover any interest, compensation, or damages on such delayed payments.**

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contractor any of such payments be treated as final settlement and adjustment of accounts or in anyway vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the

Assistant Engineer or authorized representative to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items)uptointellelevel(includingsunshadeetc.)andslablevel,foreachfloorworking outat75%oftheassessedvalue.Theadvancepaymentssallowedshallbeadjustedin thesubsequentinterimbillstobesubmittedbythecontractorwithin10daysofthe interim payment.

#### **PaymentsincompositeContracts**

Incaseofcompositetenders,runningpaymentforthemajorandminorcomponentshall bemadebyEngineer-in-chargeofmajordisciplinetothemaincontractor.TheEngineer- in-charge of the discipline of minor component certified the bills for such payment. In casemaincontractorfailstomakethepaymenttothecontractorassociatedbyhimwithin 15 days of receipt of each running account payment, then on the written complaint of contractorassociatedforsuchminorcomponent,Engineerinchargeofmajorcomponent shall serve the show cause to the main contractor and if reply of main contractor either notreceivedorfoundunsatisfactory,hemaymakethepaymentdirectlytothecontractor associatedforminorcomponentasperthetermsandconditionsoftheagreementdrawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge of major component from the next R.A/ final bill due to main contractor as the case may be.

In case correction / rejection / short documents, it will be mandatory for Engineer-in-Charge to give recorded reasons for correction / rejection / submission of additional documentswithin7(seven)daysaftersubmissionofrunningbillbythecontractor.

#### **Clause7A**

- (a) No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.
- (b) The following documents should also be part of the bill submitted by the agency and Engineer-in-Charge / Authorized Representative of Engineer-in-Charge should verify these documents before making payment:
  1. Detailsofkeytechnicalperson(s)employed(ifapplicable)atsitewithdateoftheir employment.
  2. Documentsofattendance.
  3. Documents of deposition of EPF and ESI deductions in the employee's accounts (ifapplicable).
  4. AnypenaltyimposedontheagencyfordelayindisbursingpaymentanddepositionofEPFa ndESIdeductionsintheemployee'saccounts.
  5. CopyofHindranceRegistered
  6. Any other document(s) required as per statutory requirements and/or as directed by Engineer-in-Charge.
- (c) In case, any documents submitted by the contractor is found false/forged at a later date, action for debarment of contractor will be taken by the SE/CE concerned.

**Clause7B:Paymenttothirdparty**

If the exigencies of the work so demand, the Engineer-in-Charge may allow payment to a thirdparty,whoiscreditor tothecontractor,afterfulfillingthefollowingconditions:

- (a) The contractor gives an authority letter addressed to the engineer-in-charge on a non-judicial stamp paper of ` .100 in the format given below.

I/We authorize the Executive Engineer,..... Division, PWD to pay directly on my/our behalf to.....(name of the third party) an amount of `.....(Rupees.....in words) for the work done or supplies made by .....(name of the third party). I/We shall be responsible for the quality and quantity of the same under the provision of agreement number.....

Signature of the contractor

- (b) The total payment to third party (or parties) shall not exceed 10% of the agreement cost of the work.

**Clause8:CompletionCertificateandCompletionplans**

Within 10(ten) days of the completion of the work or on part completion of one or more building(s) out of independent building in a project or infrastructure project, as per requirement of client or otherwise specified in Schedule 'F', the contractor shall give notice of such completion to the Engineer-in-Charge and the Engineer-in-Charge, within 7(seven) days of receipt of intimation of completion from contractor will inspect the work and satisfy himself about completion of part/full work, then intimate to the concerned authorities as mentioned in Schedule 'F' for inspection and issuance of part / final completion certificate. The concerned authorities will inspect the work and issue part/final completion certificate within 30(thirty) days of the receipt of such intimation, The Engineer-in-Charge shall furnish to the contractor a part/final completion certificate as the case may be, indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

The contractor shall submit "As built" drawings for Plumbing works, Internal and External Electrical and Mechanical Services within 30(thirty) days of the completion of the work, provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans. In case, the contractor fails to submit the completion plans

aforesaid, he shall be liable to pay a sum of 0.1%(zero point one percent) of accepted Tendered Value or limit prescribed in Schedule F whichever is more as may be fixed by the authority as mentioned in Schedule F and in this respect the decision of the that authority shall be final and binding on the contractor.

#### **IssuanceofCompletionCertificate**

Beforetheworkisdeclaredascompleteinallrespectsandfinalpaymentisreleasedto thecontractor,ithastobeinspectedbythefollowinginspectingauthoritiesasper contract value mentioned below.

ForbuildingandotherinfrastructureincludingRoadworks

(a) Upto`10crore:ExecutiveEngineer

(b) Above `10 crore : Executive Engineer and Superintending Engineer or Chief Engineer

The inspecting authorities shall record the following certificate:

"I/wehaveinspectedtheworkof .....contractvalueofwhichis` .....vide Agreement No. .... today. As a result of this inspection and my previous inspections,Ifindthattheworkhasbeencarriedoutgenerallyto specifications,andhas been completed satisfactorily.There arenonoticeable defects exceptfor the following: ..... "

The above certificate is required to be recorded within a period of 1 (one) month from the date of completion of the work.

The defectssopointedoutifanyshouldberectifiedin termsofthecontract.

The Engineer-in-Charge shall not make final payment till this certificate is recorded and attachedtotheofficecopyofthebill.Theinspectingauthoritiesshouldnecessarilys record the completion certificate for the works.

#### **Clause8A:Contractortokeepsiteclear**

When the annual repairs and maintenance of works are carried out, the splashes and droppingsfromwhitewashing,colourwashing,paintingetc.,onwalls,floor,windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in- Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in- Charge shall give 10(ten) days' notice in writing to the contractor.

#### **Clause9:PaymentoffinalBill**

- (i) ThefinalbillshallbesubmittedbythecontractortotheEngineer-in-Chargeinthe same manner as specified in interim bills within 3(three) months of physical completionoftheworkorwithin1(one)monthofthedateofthefinalcompletion certificatefurnishedbytheEngineer-in-Chargewhicheverisearlier.Atthetimeof submission of final bill, receipt will be given by the O/o Engineer-in-Charge.
- (ii) In case of correction / rejection / short documents, it will be mandatory for Engineer-in-Chargetogiverecordedreasonsforcorrection/rejection/ submission of additional documents within fifteen days after submission of final measurement and/or final bill by the contractor.

CONTRACTOR

EXECUTIVEENGINEER

- (iii) Final bill will be accepted with all pre-requisite documents such as sanctioned copies of extra items and deviation in quantities, price adjustment(if any), recovery statement, theoretical consumption statement, final completion certificate, final extensionoftimecase, mandatorytestsstatement,dismantled materials account and other documents as mentioned in clause 7A etc.
- (iv) An undertaking along with the final bill will be submitted by the contractor that, "I/We hereby undertake that all the measurements/claims payable under this contract have been included in the final bill and will not submit any otherbill/claims in future under this agreement thereafter."
- (v) No further claims shall be entertained from the contractor after submission of the final bill and these shall be deemed to have been waived off and extinguished. Payment of those items of the bill in respect of which there is no dispute and items in dispute, for quantities and rates as approved by the Engineer-in Charge, will be made, within period of 3(three) months. The period 3(three) months will be reckoned from the date of receipt of the bill in complete shape after necessary corrections/additional documents, by the Engineer in- Charge.
- (vi) In case of foreclosure / determination of contract, if the contractor fails to submit Extension of Time (EOT) case, final measurement/bills with 30(thirty) offoreclosure / determination, the EOT case and final bill will be prepared anddecided by the department. The final bill shall only be paid after withholdingamountequivalenttomaximumcompensationtobeleviedonthecontractor.
- (vii) Notwithstandinganydelayinthe releaseofpaymentbytheEmployerforanyreason whatsoever, the Contractor shall not be entitled to claim or recover any interest, compensation, or damages on such delayed payments.

#### **Clause10:MaterialsSuppliedbyGovernment**

MaterialswhichwillbesuppliedbytheGovernmentareshowninSchedule‘B’whichalso stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.

As soon as the work is awarded, the contractor shall finalise the programme for the completion of work as per**Clause-5**of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The ContractorshallgiveinwritinghisrequirementtotheEngineer-in-Chargewhichshallbe issued to him keeping in view the progress of work as assessed by the Engineer-in-Charge, in accordance with the agreed phased programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied forthe purpose of the contract only and the value of thematerialssosuppliedattheratesspecifiedintheaforesaidsscheduleshallbesetoff ordeducted,asandwhenmaterialsareconsumedinitemsofwork(includingnormal wastage)forwhichpaymentisbeingmadetothecontractor,fromanysumthendueor whichmaythereforebecomeduetothecontractorunderthecontractorotherwiseor fromthesecuritydeposit.Atthetimeofsubmissionofbills,thecontractorshallcertify thatbalanceofmaterialssuppliedisavailableatsiteinoriginalgoodcondition.

Thecontractorshallsubmitalongwitheveryrunningbill(onaccountorinterimbill)

material wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 41 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract and all stores/materials so supplied to the contractor or procured with the assistance of the Government shall remain the absolute property of Government and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his authorized agent. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require, but in case it is decided not to take back the stores/materials the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials.

On being required to return the stores/materials, the contractor shall hand over the stores/materials on being paid or credited such price as the Engineer-in-Charge shall determine, having due regard to the condition of the stores/materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licences or permit and/or for criminal breach of trust, be liable to Government for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Government within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months, **whichever is more**. If the time of completion of work exceeds 12 months, but if a part of the materials only has been supplied within the aforesaid period, then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final and binding on the contractor.

The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good/original condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.

**Clause 10A: Materials to be provided by the Contractor**

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government.

The contractor shall, at his own expense and without delay supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty (30) days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his cost submit the samples of materials to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of a false result of testing of materials.

The contractor shall, at his cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges including testing charges. The Engineer-in-Charge or his authorized representative shall always have access to the works and to all workshops and places where work component is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full power to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full power to require other proper material to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

**Field Laboratory:** The contractor shall at his own expense, setup a material testing lab equipped with the testing equipment as specified in schedule F at site for conducting routine field tests.

**External Laboratory:** Letter for submitting sample(s) for testing of material shall be sent through e-mail to the Lab by authorized representative of Engineer-in-Charge or Engineer-in-Charge of the work along with name(s) of test(s) to be done on the material.

The contractor shall collect the sample(s) from the site and submit it to the lab; make necessary payment for the testing charges. He will inform on the same day through email

to authorized representative of Engineer-in-Charge and Engineer-in-Charge regarding submission of sample(s) and payment made to the lab. If either fails to collect or submit the sample(s) to the lab within 3 (three) days or in time as prescribed in the specifications, whichever is earlier, the Engineer-in-Charge shall collect and submit the sample(s) and make necessary payment for testing charges to the lab. In such case, Engineer-in-Charge shall make recovery on account of collection and submission of sample(s) to the lab and paid testing charges etc. from the next R.A. bill / Final bill of the contractor. This action of Engineer-in-Charge shall be final and binding.

If the contractor fails 3 (three) times in collection and/or submitting sample(s) and/or fails to make payment for testing charges, the contractor shall be debarred from tendering in PWD for a period of 2 (two) years.

**Clause 10B:**

**(i) Secured Advance on Materials**

The contractor, on signing an indenture form specified in appendix XV, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials, which are in the opinion of the Engineer-in-charge non-perishable, non-fragile and non-combustible 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 but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this subclause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advances shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer in-charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel.

**(ii) Mobilization advance**

Mobilization advances (*if considered justified in certain specialized and capital intensive works*) not exceeding 10% of the tendered amount may be given, if requested by the contractor in writing within six months of the order to commence the work. Such advance shall be released in two or more instalments to be determined by the Engineer in-Charge. The amount of any instalment shall not exceed 5% of the tendered amount of the work. The first instalment of such advance shall be released by the Engineer-in charge to the contractor on his request. The second and subsequent instalments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of full amount of the earlier instalment(s) to the satisfaction of the Engineer-in-Charge. The mobilization advance will be utilized for the following:

- a) Establishment of site office for contractor and PWD staff, testing lab, labour camps & basic amenities services for labour/staff, cement go down, reinforcement yard, stores etc.

- b) For purchase/mobilization of any type of tool, plant and machinery required for execution of work such as concrete batch mix plant, mixtures, transit mixtures, loader, excavators, dumpers, DG sets, vibrators, hot mix bitumen plant, paver, rollers, testing lab equipment's etc.
- c) Barricading of site and procurement of centring/shuttering/staging material etc.
- d) Any other item as mentioned in NIT by the NIT approving authority.

90% of the price of new items and 50% of the depreciated price of old items will be considered for assessing the utilized amount of mobilization advance.

Expenditure incurred on items/materials which are measurable and payable under agreement/extra items as well as materials eligible for secured advance will be excluded from utilized amount of mobilization advance, if any.

The assessment of Engineer-in-Charge in this respect shall be final and binding.

Before any instalment of advance is released, the contractor shall execute Bank Guarantee Bonds not more than 6 (six) in number from commercial Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from commercial Bank on prescribed format for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

### (iii) Interest & Recovery

The mobilization advance in (ii) above bear simple interest at the rate of 8 (eight) percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the instalment.

- (iv) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) for request by the contractor in writing for grant of mobilization advance may be extended at the discretion of the Engineer-in-Charge.

### Clause 10CC: Price adjustment for works

If the prices of materials and/or wages of labour required for execution of the work increase, the contractor shall be compensated [*shall not applicable in the contracts where period of completion is 24 (twenty four) months or less*] for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. However for work done during the justified period extended as above, payment is worked out on the basis of prices/wages prevailing at the time of updated stipulated

dateofcompletionconsideringtheeffectofextrawork(extratimetobecalculatedon pro-ratabasisonly ascostofextrawork\*stipulatedperiod/tenderedcost).

Compensationforescalationinthepricesofmaterialsandlabour,whendue,shallbe worked out based on the following provisions:

(i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.

(ii) Thecostofworkonwhicheescalationwillbepayableshallbereckonedasbelow:

- |   |       |
|---|-------|
| (a) Grossvalueofworkdoneuptothisquarter:  | (A)   |
| (b) Grossvalueofworkdoneuptothelastquarter:   | (B)   |
| (c) Grossvalueofworkdonesincepreviousquarter(C)=  | (A-B) |
| (d) FullassessedvalueofSecuredAdvancefreshpaidinthis quarter:                                       | (D)   |
| (e) FullassessedvalueofSecuredAdvancerecoveredinthis quarter:                                       | (E)   |
| (f) FullassessedvalueofSecuredAdvanceforwhicheescalation Payableinthisquarter,(F)=                  | (D-E) |
| (g) Advancepaymentmadeduringthisquarter:  | (G)   |
| (h) Advancepaymentrecoveredduringthisquarter:   | (H)   |
| (i) Advancepaymentforwhicheescalationispayableinthis Quarter(I)=                                    | (G-H) |
| (j) Amountpaidbasedonprevailingmarketratesdueto deviations/variationasperclause12duringthisquarter: | (J)   |

$$\text{Then, } M = C + F + I - J$$

$$\text{Costofworkforwhicheescalationisapplicable(W)} = 0.85M$$

Components for materials, labour, etc. shall be pre-determined for every work and incorporatedintheconditionsofcontractattachedtothetenderdocuments included in Schedule 'F'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.

(iii) The following principles shall be followed while working out the payment/recovery onaccountofvariationofpricesofmaterialsand/orwagesoflabour.

- (a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The date of submission of bill by the contractor to the department shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at theendofthreemonthsafterthemonth(excludingthemonthinwhichtheletter ofcommencementofworkisissuedbytheEngineer-in-Charge)and thereafter at three months' interval. At the time of completion of the work, the last periodforpaymentmightbecomelessthan3months,dependingontheactualdate of completion.

- (b) The indices as defined below (excluding  $L_i$ ) relevant to any quarter/period for which such compensation is to be paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to the date of completion after the quarter covered by the last such installment of payment, is less than three months, the indices shall be the average of the indices for the months falling within that period.
- (c) The minimum wage of an unskilled Mazdoor shall be the wage notified by Government of Tripura, Labour Department and the period of reckoning.
- (d) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensations shall be payable at revised rates only for work done in subsequent quarters;
- (e) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.
- (iv) In the event the price of materials and/or wages of labour required for execution of the work decreases, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein stated below under this Clause 10CC shall mutatis mutandis apply.
- (v) The contract price shall be adjusted for increase or decrease in rates and prices of labour, cement, steel reinforcement bar, fuel and lubricants and other input materials as per percentage of materials/labour specified in schedule F and in accordance with the principles, procedures and formulae specified below:
- (a) Price adjustment for change in cost shall be paid in accordance with the following formulae:
- i. For Construction period of this work:
 
$$V_w = W * (1/100) * [C_p * (C_1 - C_0) / C_0 + L_p * (L_1 - L_0) / L_0 + CM_p * (CM_1 - CM_0) / CM_0 + EM_p * (EM_1 - EM_0) / EM_0 + F_p * (F_1 - F_0) / F_0 + S_p * (S_1 - S_0) / S_0 + B_p * (B_1 - B_0) / B_0]$$
  - ii. For Maintenance period of this work:
 
$$V_w = W * (1/100) * [L_p * (L_1 - L_0) / L_0 + CM_p * (CM_1 - CM_0) / CM_0 + EM_p * (EM_1 - EM_0) / EM_0 + B_p * (B_1 - B_0) / B_0]$$

(\* means multiplication)

Where,  $W$  = cost of work done as per para (ii) above.

$V_w$  (Variation of cost of Work) = Increase or decrease in the cost of works during the period under consideration due to change in the rates for relevant components.

Percentage components of materials & labour as specified in the schedule F are defined as under:

$C_p$ : Cement component

$L_p$ : Labour component

$CM_p$ : Civil component of other construction materials

- EMp: E&Mcomponentofconstructionmaterials  
 Fp: POL(Diesel)component  
 Sp: Reinforcementsteelbars/TMTbars/structuralsteel(includingstrands  
 andcables)component  
 Bp: Bitumencomponent

Indices for various components of materials & labour to be used for the purpose of this Clause are defined as under:

- $C_0$ = Wholesale Price Index for "Pozzolana Cement" published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of last date of receipt of tender including extension, if any.
- $C_1$ = Wholesale Price Index for "Pozzolana Cement" published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.
- $L_0$ = Minimum daily wage in rupees of an unskilled adult mazdoor, fixed under statutory rule or order of Labour Department, Government of Tripura, as on the last date of receipt of tender including extension, if any.
- $L_1$ = Minimum wage in rupees of an unskilled adult mazdoor, fixed under statutory rule or order of Labour Department, Government of Tripura as applicable on the last date of the quarter previous to the one under consideration.
- $CM_0$ = Wholesale Price Index for "All commodities" published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of last date of receipt of tender including extension, if any.
- $CM_1$ = Wholesale Price Index for "All commodities" published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.
- $EM_0$ = Wholesale Price Index for "Manufacture of Electrical Equipment" published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of last date of receipt of tender including extension, if any.
- $EM_1$ = Wholesale Price Index for "Manufacture of Electrical Equipment" published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.
- $F_0$ = Wholesale Price Index of "HSD (High Speed Diesel)" published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any.
- $F_1$ = Wholesale Price Index of "HSD (High Speed Diesel)" published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.
- $S_0$ = Wholesale Price Index of "Mild Steel - long products" published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any.
- $S_1$ = Wholesale Price Index of "Mild Steel - long products" published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

- $B_0$ = Wholesale Price Index of "Bitumen" published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any
- $B_i$ = Wholesale Price Index of "Bitumen" published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

Note: Percentage of different components shall be predetermined by the NIT approving authority based on the detailed estimate for the specific work and shall be duly incorporated in Schedule 'F'.

#### **Clause 10D: Dismantled Material Govt. Property**

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government's property and such materials shall be disposed off to the best advantage of Government according to the instructions in writing issued by the Engineer-in-Charge.

However, where Clause 42 of the contract is applicable—specifically in cases where the Contractor is required to dismantle an existing structure at the construction site and the reserve price for such structure has been duly recovered from the Contractor—then the ownership of the dismantled materials shall vest with the Contractor, who shall be at liberty to dispose of the same at his own discretion.

#### **Clause 11: Work to be executed in accordance with Specifications, Drawings, Orders etc.**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of CPWD/MoRD /MoRTH/IRC specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

#### **Clause 12:**

##### **Deviations/Variations Extent and Pricing**

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge

andsuchalterations,omissions,additionsorsubstitutionsshallformpartofthecontract asiforiginallyprovidedthereinandanyaltered,additionalorsubstitutedworkwhichthe contractor may be directed to do in the manners specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

Usually, the completion cost of any agreement including Maintenance works, works of up gradation, aesthetic, special repair, addition/alteration should not exceed the contract amount. If, any deviation required beyond tendered amount it shall be approved by the authority prior to execution of work as per latest Delegation of Financial Power Rules, Tripura (DFPRT) in force with recorded reason.

Contractor will devise a system to watch on quantum of work taken up vis-a-vis balance items required to complete defined scope of work and will give the alerts to Engineer-in-Charge before taking up extra items, deviations so that completion cost does not exceed the contract amount. Work executed beyond contract amount will neither be recorded nor be paid. Engineer-in-Charge will verify and confirm the alerts before assigning deviations and/or extra item(s) to the contractor. If additional works(s) is required to complete defined scope of work beyond the contract amount the Engineer-in-Charge has to approve the Tentative Deviation from the competent authority as per as per latest Delegation of Financial Power Rules, Tripura (DFPRT) in force or may take up such work(s) separately. The contractor will not have any claims whatsoever on this account if such work(s) take up separately.

The time for completion of the works shall, in the event of any deviations and extra items resulting in additional cost over the contract amount will be extended, if requested by the contractor, as follows :

- (i) In the proportion to the additional cost of work, bear to the original contract amount plus
- (ii) 25% of the time calculated in (i) above.

The portion so determined by the Engineer-in-Charge is final, and the contractor cannot raise a dispute as to such portion and demand arbitration. However, if the contractor feels that the period of extension given is, having regard to the proportion so determined miscalculated, it is open to him/her to request arbitration under the relevant clause about the propriety or otherwise of such period of extension.

#### **Deviation, Extra Items and Pricing**

##### **(a) Non Schedule Extra Items**

The contractor may, within fifteen days of the receipt of order to execute extra item or occurrence of the item(s), submit analysis of rate of extra item(s) based on the rates of materials available in basic rate of Standard Schedule of Rate mentioned in schedule F and market rates of the materials which are not available in standard schedule of rate mentioned in schedule F. For this purpose, the basic rate of materials available in Schedule of Rates mentioned in Schedule F will be enhanced or reduced by the applicable cost index, as the case may be.

The rates of the materials which are not available in Standard Schedule of Rates, mentioned in Schedule F, shall be based on, tax paid bills for the material as defined in manufacturers specification.

Material rates from Standard Schedules of Rates shall be given priority in the analysis of rates.

The rate of extra item will be:-

- (i) Analysed rates as above multiplied by (tender amount divided by estimated cost put to tender), if tendered amount is below the estimated amount put to tender.
- (ii) Analysed rate, if the tendered amount is above the estimated amount put to tender.

Failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding.

Where the contractor submits analysis of rate of extra items in the manner prescribed above, the Engineer-in-Charge shall, within 60 days of the receipt of the analysis of rate, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rate(s) of extra items. The contractor shall be paid in accordance with the rates so determined.

However provisional rates on the basis of invoice will be allowed by the Engineer-in-Charge. Invoice shall be accepted only for materials not available in the Standard Schedule of Rates mentioned in Schedule F. The extra items rates shall be finalized only after submission of tax paid bills by the contractor to the Engineer-in-Charge as required above. The Engineer-in-Charge may apply the discount available in the market on the rate of materials taken from tax paid bills.

The contractor on no account suspends the work on the plea of non-settlement of rates of items.

**(b) Scheduled Extra Items**

- (i) For percentage rate tenders, the extra item(s) shall be paid as per the Standard Schedule of Rates, mentioned in Schedule F, enhanced or reduced by percentage above or below quoted by the contractor on estimated cost put to tender.
- (ii) For item rate tenders, the extra item(s) shall be paid as per the said schedule rate enhanced or reduced by the applicable cost index and multiplied by (tender amount divided by estimated cost put to tender).

**(c) Deviation, deviated Quantities, Pricing**

In the case of contract items which exceed the limit laid down in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the excess, claim revision of the rates, supported with proper analysis of rates and other documents, as per procedure described in para 12.2(a) or 12.2 (b) (as applicable), for the quantities in excess of the above-mentioned limit, the Engineer-in-Charge shall within 60 days of receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates and the contractor shall be paid in accordance with the rates so determined. In case, the contractor fails to submit his claim for revision of rates within 15 days of the receipt of order or occurrence of the excess, the Engineer-in-Charge shall determine the rate(s) of such items in accordance with para 12.2(a) and 12.2(b) without

giving any notice to the contractor. The rates so determined by the Engineer-in-Charge shall be final and binding.

The rate(s) of extra items and deviated items so determined by the Engineer-in-Charge shall be final and binding on the Contractor.

The cost of any item/operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of Quantities or in the Schedule of Rates mentioned in Schedule F, whether or not specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said Schedule of Rates, as the case may be. Nothing extra shall be admissible for such item/operations.

### Cost Index

Calculated based on the following formula.

**Base Year/month:** Applicable Schedule of Rates, mentioned in Schedule F

**Year/month considered for cost index:** At the time of beginning of execution of extra item and deviations shall be used in sub-clauses 12.2(a), 12.2(b) and 12.2(c).

Sl. No.	Particulars	Category of Work				
		Buildings	Road Works & pavements	External sewerage	External water supply	Bridges or work/flyover works
1.	Materials Component (X) [in percentage]	75	90	90	95	70
2.	Labour Component (Y) [in percentage]	25	5	10	5	25
3.	Fuel Component (Z) [in percentage]	0	5	0	0	5
4.	$M_{10}$ (Base Index of all Commodities): [Schedule of Rates, mentioned in Schedule F] [Price Index as per Office of Economic Adviser, Govt. of India]					
5.	$L_{10}$ (Base Index of Industrial Workers): [Schedule of Rates, mentioned in Schedule F] [Price Index as per Labour Bureau, Govt. of India]					
6.	$F_{10}$ (Base Index of Fuel): [Schedule of Rates, mentioned in Schedule F] [Price Index as per Office of Economic Adviser, Govt. of India]					
7.	$M_1$ = Index value of all Commodities on at the time of beginning of execution of extra item and deviation [Price Index as per Office of Economic Adviser, Govt. of India]					
8.	$L_1$ = Index value of Industrial Workers on at the time of beginning of execution of extra item and deviation [Price Index as per Labour Bureau, Govt. of India]					

CONTRACTOR

EXECUTIVE ENGINEER

9.	F <sub>i</sub> =IndexvalueofFuelonathetim eofbeginningof executionofextraltemand					
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Sl. No.	Particulars	CategoryofWork				
		Buildings	RoadWorks& pavements	Externalsewerage	Externalwater supply	Bridgework/flyover works
	deviation[PriceIndexasper OfficeofEconomicAdviser,Govt. of India]					

DetailedCalculationofCostIndex:[inpercentageaboveorbelow]

Sl. No.	Categoryof works	Amount[ W]	Cost Index onMaterials(V M) = $\frac{[W \times X \times M_1 - M_{10}]}{[100 \times M_{10}]}$	Cost Index onLabour (VL) = $\frac{[W \times Y \times L_1 - L_{10}]}{[100 \times L_{10}]}$	Compensationfor Escalationincost ofFueletc.(VF) = $\frac{W \times Z \times F_1 - F_{10}}{[100 \times F_{10}]}$	Total[4 +5+6] = [VM+VL+VF]
1	2	3	4	5	6	7
1.1	Buildings	`100.00				
1.2	RoadWorks & pavements					
1.3	External sewerage					
1.4	External watersupply					
1.5	Bridgework/fly over works					

### Clause13:ForeclosureofcontractduetoAbandonmentorReductioninScopeofWork

If at anytime after acceptance of the tender or during the progress of work, the purpose of object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for work executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For material taken over or to be taken over by Government, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

- (iii) If any materials supplied by Government are rendered surplus, the same except normal wastage shall be returned by the contractor to Government at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Government stores, if so required by Government, shall be paid.
- (iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- (v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of itemson (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Government as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Government from the contractor under the terms of the contract.

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.

#### **Clause 14: Carrying out part work at risk & cost of contractor**

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
- (iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part

work / part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor. The contractor, from whom a part work/part incomplete work of any item(s), has been taken out of his hands shall not be allowed to participate in the tendering/quotation process of part work / part incomplete work of any item(s).

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damages suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respects in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Government in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or maybe suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

#### **Clause 15: Suspension of Work**

- (i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decisions shall be final and binding on the contractor) suspend the progress of the work or any part thereof for such time and in such manner as the Engineer-

in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

- (a) on account of any default on the part of the contractor or;
  - (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
  - (c) for safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer in- Charge.
- (ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
- (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
  - (b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in- Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.
- (iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intend to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

**Clause 15A: Compensation in case of delay of supply of material by Government**

The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials in

schedule 'B' where such delay is covered by the difficulties relating to the supply of wagons, force majeure or any reasonable cause beyond the control of the Government.

This clause 15 will not be applicable for works where no material is stipulated.

**Clause 16: Action in case Work not done as per Specifications**

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance, and the contractor shall, at all times, during the usual working hours and at all other times at \_\_\_\_\_ which reasonable notice of the visit of such officers has been given to the contractor, either himself 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.

If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Quality Assurance team or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance, that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, \_\_\_\_\_ on demand in writing which shall be made with in defect liability period of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been 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, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may consider reasonable during the preparation of an account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

**Clause 17: Contractor Liable for Damages, defects during defect liability Period**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within:-

- (a) **24 (twenty four) months for Buildings and major infrastructure projects,**
- (b) **18 (eighteen) months for construction/improvement of road works,**

- (c) **12(twelve)monthsformaintenanceworkscostingmorethan`10lakh,**  
 (d) **6(six)monthsformaintenanceworkscosting`10lakhandbelow,**

after the issue of the final certificate of completion of work or otherwise of its completion shall have been given by the Engineer in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge causes the same to be made good by other workmen and deduct the expense from any sum that may be due or at 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. The security deposit of the contractor shall not be refunded before the expiry of defect liability Period as mentioned in (a), (b), (c) & (d) above after the issue of the final certificate of completion of work.

In case of Maintenance and Operation works of Electrical & Mechanical (E&M) services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

**Clause 18: Contractor to Supply Tools & Plant etc.**

The contractor shall provide at his own cost all materials, machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications 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 conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge there requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his 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 this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

**Clause 18A: Recovery of Compensation paid to Workmen**

In every case in which by virtue of the provisions sub-section (1) of section 12 of the Workmen's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor, the amount of the compensation so paid: and, without prejudice to the rights of the Government under sub-section (2) of section 12, of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under sub-section (1) of section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

**Clause18B:EnsuringPaymentandAmenitiestoWorkersifContractorfails**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amount of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the State Government Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for worker employed by P.W.D. Contractors, Government will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

**Clause19:LabourLawstobecompliedbytheContractor**

The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971.

The contractor shall also obtain a valid licence under the said Act before the commencement of the work, and continue to have a valid licence until its completion.

The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986, amended by Amendment Act No. 35 of 2013 and thereafter time to time.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

The contractor shall also comply with the provisions of Sexual Harassment of Women at Workplace (Prevention Prohibition and Redressal) Act, 2013 and amendment thereafter time to time.

Any failure to fulfil these requirements shall attract the penal provisions of the relevant act and in this contract.

**Clause19A:**

No person below the age of fourteen years shall be employed on the work. However Adolescent Persons can be employed on non-hazardous work/process.

**Clause19B:PaymentofWages**

Payment of Wages

- (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971 or Tripura State Government Labour Regulations wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations or Tripura State Government Labour Regulations wherever applicable made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iv)
- (a) The Engineer-in-Charge concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.
- (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof for any other laws relating thereto and the rules made there under from time to time and the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- (vi) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations or Tripura State Government Labour

Regulations wherever applicable without prejudice to his right to claim indemnity from his sub-contractors.

- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

**Clause 19C:**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty as decided by the authority mentioned in Schedule F for each default and in addition, the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

**Clause 19D:**

The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge, true statements showing in respect of the second half of the preceding month and the first half of the current month respectively:

- (i) the number of labourer employed by him on the work,
- (ii) their working hours,
- (iii) the wages paid to them,
- (iv) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (v) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Government, a sum as decided by the authority mentioned in Schedule F for each default or materially incorrect statement. The decision of the Divisional Officers shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

**Clause 19E:**

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Public Works Department and its contractors.

**Clause 19F:**

Leave and pay during leave shall be regulated as follows:

1. Leave:
  - (i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day,
  - (ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage.
2. Pay:
  - (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
  - (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.
3. Conditions for the grant of Maternity Leave: No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.
4. The contractor shall maintain a register of Maternity (Benefit) and the same shall be kept at the place of work.

**Clause 19G:**

In the event of the contractor(s) committing a default or breach of any of the provisions of the Public Works Department, Contractor's Labour Regulations or Tripura State Government Labour Regulations wherever applicable and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum as decided by the authority mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to `200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties. Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations or Tripura State Government Labour Regulations wherever applicable and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R & A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/ their own expense and as per approved standards all necessary huts and sanitary arrangements required

for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the periods specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

**Clause 19H:**

The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

- (i)
  - (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7sq.m.(30sq.ft.) for each member of the worker's family staying with the labourer.
  - (b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6' x 5') adjacent to the hut for each family.
  - (c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourer, each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
  - (d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- (ii)
  - (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutcha but plastered with mud gobi and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.
  - (b) The contractor(s) shall provide each hut with proper ventilation.
  - (c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
  - (d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.
- (iii) Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe

lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.

- (iv) The site selected for the camp shall be high ground, with removed from jungle clearances, if required.
- (v) Disposal of Excreta - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- (vi) Drainage - The contractor(s) shall provide efficient arrangements for draining away sullage waters so as to keep the camp neat and tidy.
- (vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- (viii) Sanitation - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

**Clause 19I:**

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employ upon the work whom may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

**Clause 19J:**

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of contract value of work may be imposed by the Superintending Engineer/ Chief Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the Superintending Engineer/ Chief Engineer, through a notice, may require the contractor to remove the illegal occupation anytime on or before construction and delivery.

**Clause 19K: Employment of skilled/semi-skilled workers**

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed

and recognized Institute managed/certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer in- Charge. Failure on the part of contractor to obtain approval of Engineer-in Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate specified in schedule 'F' per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than ` 50 crores.

For work costing more than ` 50 Crores, and upto ` 150 Crores, the contractor shall arrange on-site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the organization as stated for certification at the level of skilled/semi-skilled tradesmen.

For work costing more than ` 150 Crores, the contractor shall arrange on-site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in coordination with the organization as stated for certification at the level of skilled/semi-skilled tradesmen. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.

**Clause 19L: Contribution of EPF and ESI**

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor.

**Clause 19M: Sexual Harassment of Women at Workplace**

The contractor shall also comply with the provisions of Sexual Harassment of Women at Workplace (Prevention Prohibition and Redressal) Act, 2013 and amendment thereafter time to time or any other rules framed under any labour law affecting women worker(s).

**Clause 20: Minimum Wages Act to be Complied With**

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

**Clause 21: Work not to be sublet. Action in case of insolvency**

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet this contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating

to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Hon'ble VICE CHANCELLOR, TU of Tripura shall have power to adopt the courses specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

**Clause 22:**

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 Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

**Clause 23: Changes in firm's Constitution to be intimated**

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

**Clause 24: Life Cycle cost**

The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding forty five days after issue of notice by Engineer-in-Charge. If contractor does not take corrective action within 45 days, then action for debarring of the agency shall be taken by the appropriate authority.

**Clause 25: Settlement of Disputes by Conciliation and Arbitration**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders 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 cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

**Conciliation:**

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing by the Engineer-in-Charge; or if the Engineer-in-Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable and disputed; such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator in the proforma prescribed in Annexure-VI mentioned in Schedule

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F, under intimation to the other party. The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue. Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, he may re-formulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation proceedings shall be in accordance with Section 76 of The Arbitration and Conciliation Act, 1996. No party shall be represented before the said Conciliator by an advocate or legal counsel. The conciliation proceedings shall be completed within 45 days from the receipt of reference. This time may be enlarged by 15 days by the Conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.

**Arbitration:**

If the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement within the aforesaid period, either party may promptly give notice in the proforma prescribed in Annexure-VII, under intimation to the other party, to the Chief Engineer or the Superintending Engineer concerned with the work (as applicable), hereinafter referred to as the Arbitrator Appointing Authority as indicated in Schedule F, for appointment of Arbitrator.

However, a party may seek appointment of Arbitrator without taking recourse to the process of conciliation mentioned in sub-clause 25.1 above.

In the event of either party giving a notice to the Arbitrator Appointing Authority for appointment of Arbitrator, the said Authority shall appoint Arbitrator as per the procedure given below and refer such disputes to arbitration.

(a) Number of Arbitrators: If the contract amount is less than `100 crore, the disputes may be referred for adjudication by a Sole Arbitrator. If the contract amount is `100 crore or more, the disputes may be referred to an Arbitral Tribunal of three Arbitrators as per Section 11(3) of Arbitration and Conciliation Act, 1996.

**Appointment of Sole Arbitrator:**

The parties may opt for appointment of the Arbitrator of Government of Tripura. In such cases, the party seeking arbitration has to submit an express agreement in writing as per Annexure-VII towards waiver of Section 12(5) of the Arbitration and Conciliation Act, 1996 along with the notice for appointment of Arbitrator in the proforma prescribed in Annexure-VII, under intimation to the other party. The Arbitrator Appointing Authority shall, within 30 days of receipt of the said notice, appoint Arbitrator as Arbitrator in the matter, provided the other party also submits waiver of Section 12(5), ibid in Annexure-VIII within 7 days of the receipt of the said notice. The Sole Arbitrator shall be appointed in accordance

with the provisions of the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015, and any subsequent amendments thereto.

Empanelled Arbitrators shall be in accordance with the modifications issued by the Hon'ble High Court of Tripura, as per Notification No. F.29(9)-HC/2021-23/9235 dated April 3, 2023, issued by the Registrar General, along with any subsequent modifications or notifications issued from time to time.

**Appointment of Arbitral Tribunal of three Arbitrators:**

The Arbitrator Appointing Authority shall prepare two separate lists of five Arbitrators each from the list of Empanelled Arbitrators, and send one to the party seeking arbitration and other to the responding party, within 15 days of the receipt of notice. The parties will then choose any one Arbitrator from the list provided to them within 15 days of receipt of the list. The Arbitrator Appointing Authority shall then appoint those chosen by the respective parties as Arbitrators and also a third Arbitrator from the list of Empanelled Arbitrators shall be in accordance with the modifications issued by the Hon'ble High Court of Tripura, as per Notification No. F.29(9)-HC/2021-23/9235 dated April 3, 2023, issued by the Registrar General, along with any subsequent modifications or notifications issued from time to time to act as presiding Arbitrator, within 15 days of receipt of choice from both the parties.

**Applicable Law:**

The provisions of the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015, shall apply.

**Fees payable to Arbitrator(s):**

The fees payable to the Arbitrator(s) shall be in accordance with the prevailing rates as prescribed, if any. Such fees shall be borne equally by both parties to the arbitration.

**Place of Arbitration:**

The place of arbitration shall preferably be as mentioned in Schedule F.

**Terms of reference:**

The Arbitral Tribunal shall adjudicate only such disputes as are referred to it by the Arbitrator Appointing Authority and give separate award against each dispute referred to him and shall give reasons for the award in all cases where the total amount of each case of the claim by any party exceeds `1,00,000.00

**Interest on Arbitration award:**

It is also a term of this arbitration agreement that where the Arbitral award against any dispute is for the payment of money, no pre-suit and pendent elite interest shall be payable on any part of the Arbitral award.

**Clause 26: Contractor to indemnify Government against Patent Rights**

The contractor shall fully indemnify and keep indemnified the Hon'ble VICE CHANCELLOR, TU of Tripura against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Government in respect of any such

mattersasaforesaid,thecontractorshallbeimmediatelynotifiedthereofandthe

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contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the Hon'ble VICE CHANCELLOR, TU of Tripura if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

**Clause 27: Lumpsum Provisions in Tender**

When the estimate on which a tender is made includes lumpsum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

**Clause 28: Action where no Specifications are Specified**

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per state District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

**Clause 29: Withholding and lien in respect of sum due from contractor**

- (i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Government or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the

purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- (ii) Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor, without any interest thereon whatsoever. Provided that the Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

#### **Clause 29A: Lien in respect of claims in other Contracts**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in Charge or the Government or any other contracting person or person through Engineer-in Charge against any claim of the Engineer-in-Charge or Government or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the Government or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

#### **Clause 30: Water for Works**

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

- (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s)

for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

**Clause 30 A: Alternate water Arrangements**

The contractor shall be allowed to construct temporary wells in Government land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

**Clause 31: Hire of Plant & Machinery**

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work.

**Clause 32: Employment of Technical Staff and employees**

Contractors Superintendence, Supervision, Technical Staff & Employees

- (i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. Even if the contractor (or partner(s) in case of firm/ company) is himself / herself an Engineer, it is necessary on the part of the contractor to employ principal technical representative/technical representative (s) as per stipulation in Schedule 'F'. Even if contractor (or partner in case of firm/company) is himself an Engineer, it is necessary on part of contractor to employ Engineer(s) for the supervision of the work(s) as per stipulation.

The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-

Chargeand/orhisdesignatedrepresentativetotakeinstructions.Instructions given to the principal technical representative or other technical representative(s) shallbedeemedtohave thesameforceasifthesehavebeengiven to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in tokenofnotingdowntheinstructionsandintokenofacceptanceofmeasurements /checkedmeasurements/testcheckedmeasurements.Therepresentative(s)shall notlookafteranyotherwork.Substitutes,dulyapprovedbyEngineer-in-Charge oftheworkinsimilarmannerasaforsaidshallbeprovidedineventofabsence of any of the representative(s) by more than two days.

IftheEngineer-in-Charge,whosedecisioninthisrespectisfinalandbindingon the contractor, is convinced that no such technical representative(s) is/are effectivelyappointedoris/areeffectivelyattendingorfulfillingtheprovisionof this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in- Charge shall have full powers to suspend the execution of the work until such dateas suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submitacertificateofemploymentofthetechnicalrepresentative(s)(intheform of copy of Form-16 or CPF deduction issued to the Engineers employed by him) alongwiththeveryonaccountbill/finalbillandshallproduceevidenceifatany time so required by the Engineer-in-Charge.

- (ii) Thecontractor shallprovideand employ on thesiteonly such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisorystaffasarecompetenttogiveproversupervisiontothework.

Thecontractorshallprovideandemployskilled,semiskilledandunskilledlabour asisnecessaryforproperandtimelyexecutionofthework.

TheEngineer-in-Chargeshallbeatlibertytoobjecttoandrequirethecontractor toremovefromtheworksanypersonwhoinhisopinionmisconductshimself,or is incompetent or negligent in the performance of his duties or whose employmentis otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

- (iii) For works with estimated cost more than ` 200 Crores and stipulated time period more than 6 months :

Thecontractorshallensurethatatleastonedeployedtechnicalrepresentative shall be trained in courses related to CPWD specifications, labour laws, safety rules

etc. of duration not less than 5 working days either through National CPWD Academy (NCA) or National Institute of Construction Management and Research (NICMAR) or CIDC or any other similar reputed and recognized Institute managed or certified by State/Central Government. The training cost and other cost related to training shall be borne by the contractor. The contractor shall ensure that at least one technical representative is trained within six months of start of work. The time period of six months can be relaxed by the Engineer-in-Charge depending upon the frequency of training course organized by NCA.

If the contractor fails to ensure that at least one technical representative is trained in the above mentioned course till completion of work or one year from start of work, whichever is earlier, then a non-refundable recovery of ₹ 50,000/- shall be made from the bill of the contractor. Decision of Engineer-in-Charge in this regard shall be final and binding on the contractor.

### **Clause 33: Levy/Taxes payable by Contractor**

- (i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under Clause 38.
- (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the sand, red bajri, stone, kankar, etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

### **Clause 34: Conditions for reimbursement of levy/taxes if levied after receipt of Tenders**

- (i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.

- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

**Clause 35: Termination of Contract on death of contractor**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer in Charge on behalf of the President of India shall have the option of terminating the contract without levy compensation to the contractor.

**Clause 36: If relative working in PWD then the contractor not allowed to tender**

The contractor shall not be permitted to tender for works in the PWD office responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the P.W.D. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in PWD for any breach of this condition.

NOTE: By the term "near relatives" is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

**Clause 37: No Gazetted Engineer to work as Contractor within two years of retirement**

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the TRIPURA UNIVERSITY shall work as a contractor or employee of a contractor for a period of 2 (two) years after his retirement from government service without the previous permission of Government of Tripura in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of TRIPURA UNIVERSITY as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

**Clause 38: Theoretical consumption of Material**

- (i) After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder:
  - (a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not

available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.

- (b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chair setc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual, each diameter wise, section wise and category wise separately.
  - (c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.
  - (d) For any other material as per actual requirements. Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F' For non-scheduled items, the decision of the Superintending Engineer CE regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.
- (ii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

#### **Clause 39: Compensation during warlike situations**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer upto `2,00,000/-- and by the next higher officer concerned for a higher amount. The contractor shall be paid for the damages/destructions suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions

against stair raid are deemed necessary by the A.R.P. (Air Raid Precaution) Officer or the Engineer-in Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.

**Clause 40: Apprentices Act provision to be complied with**

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

**Clause 41: Release of Security Deposit after labour clearance**

The Security Deposit of the work shall be refunded if no labour complaint has been received from the labour officer till the due date of its payment. If a labour complaint is received during this period, the Engineer-in-Charge shall, after issue of notice in this regard to the contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount.

In case, if part completion certificate of work is recorded then security deposit shall be released only after recording final completion certificate of the work after completion of defect liability period whichever is later or specified otherwise in the contract.

**Clause 42: Dismantling of existing structures (if any) at the proposed construction site by the Contractor when reserve price for such structure has been duly recovered from the Contractor**

**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 extents 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. The ownership of the dismantled materials shall vest with the Contractor, who shall be at liberty to dispose of the same at his own discretion.

**Measurements for Payment:** The work of dismantling structures shall be measured as a job.

**Rate:** The rates applicable shall be determined based on the approved **Reserve Value** of the dismantled structure. In the case of a percentage rate tender, the applicable rates shall

be the Reserve Value, adjusted by the percentage above, as accepted, or at par, whichever is higher. For an item rate tender, the rate shall be the Reserve Value, similarly adjusted by the overall percentage above, as accepted, or at par, whichever is higher. The selected bidder shall be liable for the payment of this amount, which shall be recovered through a Demand Draft drawn in favour of the Engineer-in-Charge.

**CLAUSE 43: Return of Material & Recovery for excess material issued**

- (i) After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials issued, consumed and in balance - (see Clause 10), theoretical quantity of materials issued by the Government for use in the work shall be calculated on the basis and method given here under:-
  - (a) Quantity of steel, GCI sheet, cement & bitumen shall be calculated on the basis of quantity of steel, GCI sheet, cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule - F. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.
  - (b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lap pages, chairs etc. plus 2% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.
  - (c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.
  - (d) For any other material as per actual requirements.
- (ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule - F. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-Charge to this effect shall be recovered at the rates specified in Schedule-F, without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule-F, shall be final & binding on the contractor.
 

For non-scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.
- (iii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other condition of contract for not doing the work according to the prescribed specifications.

**Annexure-I**

To,  
(NameofBidder)

**Subject:** Repair and maintenance of Tripura University Pensioners Association office located at University premises, Gandhighat, Agartala

**NITNo.:**

DearSir,

ItisherebydeclaredthatTripuraPWDiscommittedtofollowtheprincipleof transparency,equityandcompetitivenessinpublicprocurement.

ThesubjectNoticeInvitingTender(NIT)isaninvitationtoofferemadeonthecondition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering processandthebidofthebidderwouldbesummarilyrejected.

Thisdeclarationshall formpartandparcel of the Integrity Agreementand signing of the sameshallbedeemedasacceptanceandsigningoftheIntegrityAgreementonbehalfof the Tripura PWD.

Yoursfaithfully

CONSULTANT ENGINEER

(\*TobefilledbyExecutiveEngineer/TIA)

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EXECUTIVEENGINEER

**Annexure-II**

To,  
The CONSULTANT Engineer,  
TRIPURA UNIVERSITY

**Subject:** Repair and maintenance of Tripura University Pensioners Association office located at University premises, Gandhighat, Agartala

Dear Sir,

I/We acknowledge that Tripura PWD is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Tripura PWD. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Tripura PWD shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

(\*To be filled by the Bidder)

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**Annexure-III****INTEGRITY PACT**

This Integrity Pact is made at.....on this.....day of.....20.....

**BETWEEN**

Hon'ble VICE CHANCELLOR, TU of Tripura represented through the Executive Engineer,.....  
[Name of Division with address] (Hereinafter referred as the '**Principal/Owner**', which  
expression shall unless repugnant to the meaning or context thereof include its successors and permitted assigns)

**AND**

.....(Name and Address of the Individual/firm/Company) through.....(Detail of  
duly authorized signatory) (Hereinafter referred as the '**Bidder/Contractor**', which expression  
shall unless repugnant to the meaning or context hereof include its successors and permitted  
assigns)

**Preamble**

WHEREAS the 'Principal/Owner' has floated the tender (NIT No.....)(hereinafter  
referred to as the 'Tender/Bid') and intend to award, under laid down organizational  
procedure, contract for.....(Name of work) hereinafter referred to as the 'Contract'.

AND WHEREAS the 'Principal/Owner' values full compliance with all relevant laws of the land,  
rules, regulations, economic use of resources and of fairness/transparency in its relation with its  
Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this  
Integrity Agreement (hereinafter referred to as Integrity Pact), the terms and conditions of which shall  
also be read as integral part and parcel of the Tender/Bid documents and Contract between the  
parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the  
parties hereby agree as follows and this Integrity Pact witnesses as under:

**Article 1: Commitment of the Principal**

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - c) The Principal shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

CONTRACTOR

EXECUTIVE ENGINEER

- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)/Contractor(s)**

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use coercive practices (which shall include the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property) to influence their participation in the tendering process.

### Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal under law or the contract or its established policies and laid down procedures, the Principal shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal after giving 14 days' notice to the contractor shall have power to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. Such exclusion may be forever or for a limited period as decided by the Principal.
- 2) **Forfeiture of Earnest Money Deposit/Performance Guarantee/Security Deposit:** If the Principal has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit/Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to law enforcing agencies for further investigation.

### Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the tender process.

- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement by any of its Subcontractors/sub-vendors.
- 2) The Principal/Owner will enter into pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders who do not submit the duly signed Integrity Pact between the Principal and the Bidder along with the Tender or violate its provisions at any stage of the Tender process.

#### **Article 6- Duration of the Pact**

This Integrity Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the contract or expiry of defect liability period or last payment made under the contract, whichever is later and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged/determined by competent authority of PWD.

#### **Article 7- Other Provisions**

- 1) This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarter of the Division of the Principal, who has floated the tender.
- 2) Changes and supplements as well as termination notice need to be made in writing.
- 3) If the Contractor is a partnership or a consortium, this Integrity Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Integrity Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Integrity Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Pact, any action taken by the Principal in accordance with this **Integrity Pact /Agreement or interpretation thereof shall not be subject to arbitration.**
- 6) In view of the nature of integrity pact, the Integrity Pact is irrevocable and shall remain valid even if the tender/contract is terminated till the currency of the integrity pact.

**Article9-LegalandPriorRights**

Allrightsandremediesofthepartiesheretoshallbeinadditiontoallotherlegalrights and remedies belonging to such parties under the Contract and/or law and the same shall be deemedtobecumulativeandnotalternativetosuchlegalrightsandremediesaforesaid.For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard to any of the provisions covered under this Integrity Pact.

INWITNESSWHEREOFthepartieshavesignedandexecutedthisIntegrityPactattheplace and date first above mentioned in the presence of following witnesses:

.....(For and on behalf of Principal)

.....  
(For and on behalf of Bidder/Contractor)

WITNESSES:

- 1. ....  
(signature,nameandaddress)
- 2. ....  
(signature,nameandaddress)

Place:

Dated:

Note:TobesignedbytheBidderandtheEngineer-in-Charge.

**P.W.D.SAFETYCODE**

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra man shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guardrail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or stagings shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder up to and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceeding to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6.
  - (i) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladders shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cuttings shall be

done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

- (ii) Safety Measures for digging boreholes:-
    - (a) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
    - (b) During drilling, signboards should be erected near the site with the address of the drilling contractor and the Engineer-in-charge of the work;
    - (c) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m all-round the point of drilling to avoid entry of people;
    - (d) After drilling the bore well, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
    - (e) After the completion of the bore well, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
    - (f) After the bore well is drilled the entire site should be brought to the ground level.
7. Demolition - Before any demolition work is commenced and also during the progress of the work,
- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
  - (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the buildings shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided.
- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - (ii) Those engaged in whitewashing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
  - (iii) Those engaged in welding works shall be provided with welder's protective eyeshields.
  - (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

- (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleastforanhourbeforetheworkersareallowedtogetintothemanholes,and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractorshallensurethatthefollowingsafetymeasureareadheredto:-
- (a) Entry for workers into the line shall not be allowed except undersupervision of the JEor any other higher officer.
  - (b) Atleast5to6manholesupstreamanddownstreamshouldbekeptopen for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
  - (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
  - (d) PresenceofOxygenshouldbeverifiedbyloweringadetectorlampintothe manhole.Incase,noOxygenisfoundinsidethesewerline,workersshould be sent only with Oxygen kit.
  - (e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
  - (f) The area should be barricaded or cordoned of by suitable means to avoid mishapsof any kind.Proper warning signsshouldbedisplayed for the safety of the public whenever cleaning works are undertaken during nightor day.
  - (g) No smoking oropenflamesshallbeallowednear theblockedmanhole being cleaned.
  - (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
  - (i) Workersshouldnotbeallowedtoworkinsidethemanholecontinuously. He should be given rest intermittently. The Engineer-in-Charge shall decide the time up to which a worker may be allowed to work continuously inside the manhole.
  - (j) GasmaskwithOxygenCylindershouldbekeptatsiteforusein emergency.
  - (k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
  - (l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.

- (m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier creamforanointingthelimbbeforeworkinginside thesewer lines.
  - (n) Workmen descending a manhole shall try each ladder stop or rung carefully beforeputtinghisfullweighton ittoguardagainstinsecurefastening due to corrosion of therungfixedtomanholewell.
  - (o) If a man has received a physical injury, he should be brought out of thesewerimmediatelyandadequatemedicalaidshouldbeprovidedtohim.
  - (p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps tobetakenin thisregardinanindividual casewillbefinal.
- (vi) TheContractor shallnotemployenandwomenbelow theageof18yearson the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
- (a) Nopaintcontainingleadorleadproductsshallbeusedexceptintheform of paste or readymade paint.
  - (b) Suitablefacemasksshouldbesuppliedforusebytheworkerswhenpaint isappliedintheformofsprayorasurfacehavingleadpaintisdryrubbed and scrapped.
  - (c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash duringand on the cessation of work.
- (vii) Workmen executing work on scaffolds or other structures above specified height shallbeprovidedwithfullbodyharnessandfallarresters.
9. An additional clause (viii)(i) of Public Works Department Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with productcontainingleadinanyform,wherevermenabovetheageof18areemployed ontheworkofleadpainting,thefollowingprinciplesmustbeobservedforsuchuse:
- (i) Whitelead, sulphate of lead or product containing thesepigment, shall not beusedinpaintingoperationexceptintheformofpastesorpaintreadyforuse.
  - (ii) Measureshallbetaken,whereverrequiredinordertopreventdangerarising fromtheapplicationofapaintintheformofspray.
  - (iii) Measureshallbetaken,whereverpracticable,topreventdangerarisingoutof fromdustcausedbydryrubbingdownandscraping.
  - (iv) Adequate facilities shallbeprovided to enableworkingpainters towashduring and on cessation of work.
  - (v) Overallshallbewornbyworkingpaintersduringthewholeofworkingperiod.
  - (vi) Suitablearrangementsshallbemadetopreventclothingputoffduringworking hours being spoiled13 by painting materials.

- (vii) Cases of lead poisoning and suspected lead poisonings shall be notified and shall be subsequently verified by medical man appointed by competent authority of P.W.D.
  - (viii) PWD may require, when necessary, medical examination of workers.
  - (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-
- (i)
    - (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
    - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - (ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or gives signal to operator.
  - (iii) In case of every hoisting machine and of every chain ring hook, shackles, swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - (iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
14. Thesesafetyprovisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety codes shall be named therein by the contractor.
15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

**Model Rules for the Protection of Health and Sanitary Arrangements for Workers  
Employed by P.W.D. or its Contractors**

**1. APPLICATION**

These rules shall apply to all buildings and construction works in charge of Public Works Department in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

**2. DEFINITION**

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

**3. FIRST-AID FACILITIES**

(i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

(ii) The first-aid box shall be distinctly marked with a red cross on white background and shall contain the following equipment:

a) For work places in which the number of contract labour employed does not exceed 50-Each first-aid box shall contain the following equipment:

- 1) small sterilised dressings.
- 2) medium sized sterilised dressings.
- 3) large sized sterilised dressings.
- 4) large sterilised burn dressings.
- 5) 1 (30ml.) bottle containing a two percent alcoholic solution of iodine.
- 6) 1 (30ml.) bottle containing a sal volatile having the dose and mode of administration indicated on the label.
- 7) 1 snake bite lancet.
- 8) 1 (30gms.) bottle of potassium permanganate crystals.
- 9) 1 pair of scissors.
- 10) 1 copy of the first-aid leaflet issued by the Director General, Factory Service and Labour Institutes, Government of India. Advice
- 11) 1 bottle containing 100 tablets (each of 5gms.) of aspirin.
- 12) Ointment for burns.
- 13) A bottle of suitable surgical antiseptic solution.

b) For work places in which the number of contract labour exceeds 50. Each first-aid box shall contain the following equipment.

- 1) 12 small sterilised dressings.
- 2) medium sized sterilised dressings.
- 3) 6 large sized sterilised dressings.
- 4) 6 large sized sterilised burn dressings.
- 5) 6 (15gms.) packets sterilised cotton wool.
- 6) 1 (60ml.) bottle containing a two percent alcoholic solution of iodine.
- 7) 1 (60ml.) bottle containing a sal volatile having the dose and mode of administration indicated on the label.

- 8) 1 roll of adhesive plaster.
- 9) 1 snake bite lancet.
- 10) 1 (30gms.) bottle of potassium permanganate crystals.
- 11) 1 pair scissors.
- 12) 1 copy of the first-aid leaflet issued by the Director General Factory Service and Labour Institutes / Government of India. Advice
- 13) A bottle containing 100 tablets (each of 5gms.) of aspirin.
- 14) Ointment for burns.
- 15) A bottle of suitable surgical antiseptic solution.

- (iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- (iv) Nothing except the prescribed contents shall be kept in the First-aid box.
- (v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- (vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
- (vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- (viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

#### 4. DRINKING WATER

- (i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- (ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- (iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
- (iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

#### 5. WASHING FACILITIES

- (i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.

- (ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- (iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

#### 6. LATRINESANDURINALS

- (i) Latrinesshallbeprovidedineveryworkplaceonthefollowingscalenamely:
  - a) Where female are employed, there shall be at least one latrine for every 25females.
  - b) Where males are employed, there shall be atleast onelatrine for every 25males.

Provided that, where the number of males or females exceeds 100, it shall be sufficient ifthere is one latrine for25 males or females as the case may be upto the first 100, and one for every 50 thereafter.

- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- (iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting non-absorbent materials and shall be cement washedinsideandoutsideatleastonceayear,Latrinesshallnotbeofastandard lower than borehole system.
- (iv)
  - a) Where workers of both sexes are employed, there shall be displayed outside eachblockoflatrineandurinal,anoticeinthelanguageunderstoodbythe majority of the workers "For Men only" or "For Women Only" as the case may be.
  - b) Thenoticeshallalsobearthefigureofamanorofawoman,asthecase maybe.
- (v) There shall be at least one urinal for male workers upto 50 and one for female workersuptofiftyemployedatatime,providedthatwherethenumberofmale orfemaleworkmen,asthecasemaybeexceeds500,itshallbesufficientifthere is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- (vi)
  - a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
  - b) Latrines and urinals other than those connected with a flush sewage system shallcomplywiththerequirementsofthePublicHealthAuthorities.
- (vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- (viii) Disposal of excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work placeshall be made by means of a suitable incinerator. Alternately excreta may be disposedofbyputtingalayerofnightsoilatthebottomofapuccatank preparedforthepurposeandcoveringitwitha15cm.layerofwasteorrefuse

andthencoveringitwithalayerofearthforafortnight(whenitwillturnto manure).

- (ix) Thecontractorshallathisownexpense,carry outallinstructionsissuedtohim by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on thesite.Thecontractorshallberesponsibleforpaymentofanychargeswhichmay beleviedbyMunicipalorCompetentAuthorityforexecutionofsuchonhis behalf.

#### 7. PROVISIONOFHELTERDURINGREST

Aeveryplacethereshallbeprovided,freeofcost,foursuitablesheds,twoformeals andtheothertwoforrestseparatelyfortheuseofmenandwomenlabour.Theheight of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowestpartoftheroof.Theseshallbekeptcleanandthespaceprovidedshallbeonthebasis of 0.6 sq.m. (6 sft) per head.

ProvidedthattheEngineer-in-Chargemaypermitsubjecttohissatisfaction,aportion ofthebuildingunderconstructionorotheralternativeaccommodationtobeusedfor the purpose.

#### 8. CRECHES

Aeveryworkplace,atwhich20ormorewomenworkerareordinarilyemployed,there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a,b& c.

The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. The contractor shall supply adequate number of toys and games in the play room and sufficientnumberofcotsandbeddingsinthebedroom.

The contractor shall provide one ayaa to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.

The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

#### 9. CANTEENS

- (a) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided bythecontractorfortheuseofsuchcontractlabour.
- (b) Thecanteenshallbemaintainedbythecontractorinanefficientmanner.
- (c) Thecanteenshallconsistofatleastadininghall,kitchen,storeroom,pantryand washing places separately for workers and utensils.
- (d) Thecanteenshallbesufficientlylightedatalltimeswhenanypersonhasaccess to it.

- (e) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year. Provided that the inside walls of the kitchen shall be lime-washed every four months.
- (f) The premises of the canteen shall be maintained in a clean and sanitary condition.
- (g) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause an nuisance.
- (h) Suitable arrangements shall be made for the collection and disposal of garbage.
- (i) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
- (j) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.
- (k) (i) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.  
(ii) Washing places for women shall be separate and screened to secure privacy.
- (l) Sufficient tables, stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.
- (m) a)  
1. There shall be provided and maintained sufficient utensils, crockery, furniture and any other equipment necessary for the efficient running of the canteen.  
2. The furniture, utensils and other equipment shall be maintained in a clean and hygienic condition.
- b)  
1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.  
2. A service counter, if provided, shall have top of smooth and impervious material.  
3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.
- (n) The foodstuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- (o) The charges for foodstuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.
- (p) In arriving at the price of foodstuffs and other articles served in the canteen, the following items shall not be taken into consideration as expenditure namely:  
a) The rent of land and building.  
b) The depreciation and maintenance charges for the building and equipment provided for the canteen.

- c) The cost of purchase, repairs and replacement of equipment including furniture, crockery, cutlery and utensils.
  - d) The water charges and other charges incurred for lighting and ventilation.
  - e) The interest and amount spent on the provision and maintenance of equipment provided for the canteen.
- (q) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

#### 10. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer in-Charge including the filling up of any borrow pits which may have been dug by him.

11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

#### 12. AMENDMENTS

Government may, from time to time, add to or amend these rules and issued directions- it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

**Annexure-IV****INDENTUREFORSECUREDADVANCES**

(Foruseincasesinwhichthecontractisforfinishedworkandthecontractorhasenteredinto an agreementfortheexecutionofacertain specified quantityofworkinagiventime)

THISINDENTUREmadethe.....dayof.....20.....BETWEEN  
..... (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the HON'BLE VICE CHANCELLOR, TU OF TRIPURA (hereinafter called the Hon'ble VICE CHANCELLOR, TU which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated..... (hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the Hon'ble VICE CHANCELLOR, TU that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the Hon'ble VICE CHANCELLOR, TU has agreed to advance to the Contractor the sum of Rupees..... on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor on..... and the Hon'ble VICE CHANCELLOR, TU has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees..... on or before the execution of these presents paid to the Contractor by the Hon'ble VICE CHANCELLOR, TU (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the Hon'ble VICE CHANCELLOR, TU and declare as follows: -

- 1) That the said sum of Rupees ..... so advanced by the Hon'ble VICE CHANCELLOR, TU to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
- 2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the Hon'ble VICE CHANCELLOR, TU as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the Hon'ble VICE CHANCELLOR, TU against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- 3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional

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Officer.....Division(hereinaftercalledtheDivisionalOfficer)andintheterm of the said agreement.

- 4) That the Contractor shall makeathisown cost all necessary and adequate arrangements fortheproperwatch,safecustodyandprotectionagainstallrisksofthesaidmaterials

andthatuntilusedinconstructionasaforesaidthesaidmaterialsshallremainatthesite ofthesaidworksintheContractor'scustodyandonhisownresponsibilityandshallat alltimesbeopentoinpectionbytheDivisionalOfficeroranyofficerauthorisedbyhim. Intheeventofthesaidmaterialsoranypartthereofbeingstolen,destroyedor damaged or becoming deteriorated in a greater degree than is due to reasonable use and wearthereof the Contractor will forthwith replace the samewith other materials of like qualityorrepairandmakegoodthesameasrequiredbytheDivisionalOfficer.

- 5) Thatthesaidmaterialsshallnotonanyaccountberemovedfromthesiteofthesaid works except with the written permission of the Divisional Officer or an officer authorised by him on that behalf.
- 6) That the advances shall be repayable in full when or before the Contractor receives payment from the Hon'ble VICE CHANCELLOR, TU of the price payable to him for the said works under the termsand provisionsofthesaidagreement.Providedthatifanyintermediatepayments are made to the Contractor on account of work done than on the occasion of each such paymenttheHon'ble VICE CHANCELLOR, TUwillbeatlibertytomakearecoveryfromtheContractor'sbillfor suchpayment bydeductingtherefromthevalueofthesaidmaterials thenactuallyused in the construction and in respect of which recovery has not been made previously, the valueforthispurposebeingdeterminedinrespectofeachdescriptionofmaterialsatthe rates at whichthe amounts ofthe advances made under these presents were calculated.
- 7) ThatiftheContractorshallatanytimemakeanydefaultintheperformanceor observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Hon'ble VICE CHANCELLOR, TU shall immediately on the happening of such default be repayable by theContractor to the Hon'ble VICE CHANCELLOR, TU together with interest thereon at twelve per cent per annum fromthedateorrespectivedatesofsuchadvanceoradvancestothedateofrepayment and with all costs charges, damages and expenses incurred by the Hon'ble VICE CHANCELLOR, TU in or for the recovery thereofor the enforcementof thissecurity or otherwiseby reasonof thedefault of the Contractor and the Contractor hereby covenants and agrees with the Hon'ble VICE CHANCELLOR, TU to repay and pay the same respectively to him accordingly.
- 8) That the Contractor hereby charges all the said materials with the repayment to the Hon'ble VICE CHANCELLOR, TUofthesaidsumofRupees.....andanyfurther sum orsumsadvancedasaforesaidandallcostscharges,damagesandexpensespayable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewiththeHon'ble VICE CHANCELLOR, TUmayatanytimethereafteradoptalloranyofthefollowing courses as he may deem best :-
  - (a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presentsandcreditingtheContractorwiththevalueofworkdoneasifhehadcarried itoutinaccordancewiththesaidagreementandattheratestherebyprovided.Ifthe balance is against the Contractor he is to pay same to the Hon'ble VICE CHANCELLOR, TU on demand.

- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Hon'ble VICE CHANCELLOR, TU under these presents and pay over the surplus (if any) to the Contractor.

- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- 9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.
- 10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

In witness whereof the said ..... and ..... by the order and under the direction of the Hon'ble VICE CHANCELLOR, TU have hereunto set their respective hands the day and year first above written.

Signed, sealed and delivered by ..... the said contractor in the presence of

.....

Signature .....

Witness Name

.....Address

.....

Signed by .....

by the order and direction of the Hon'ble VICE CHANCELLOR,

TU in the presence of Signature .....

Witness Name

.....Address

.....

**Annexure-V****FORMAT OF CONTRACT AGREEMENT  
(To be executed on non-judicial stamp paper of ₹ 100)**

Agreement No.

Dated:

This agreement, made the ..... day of ..... of ..... between Executive Engineer, .....\* ..... (hereinafter called "the Employer") of the one part, and .....\* ..... [name and address of Contractor] (hereinafter called "the Contractor" of the other part).

Whereas the Employer WHEREAS, the Employer invited tender for the Work "..... (Name of Work)....." and the Employer has accepted the Bid by the Contractor vide their Letter No .....\* ..... dated .....\* ..... for the execution and completion of such Works and the remedying of any defects therein the tender of the Contractor has been accepted by the Employer for a sum of ` ..... (Rupees.....) subject to the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. The time shall be considered as one of the essence of the contract and time for completion of the contract shall be .....\* ..... days from the date of commencement of work.
3. The parties hereto shall respectively and faithfully abide by and submit themselves to the terms & conditions and stipulations contained in this agreement and perform and discharge their part of contract accordingly.
4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
6. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - i) Letter of Acceptance;
  - ii) Letter of Commencement;
  - iii) Notice Inviting Tender (Tripura PWD Form-6);
  - iv) Downloaded Bid documents as uploaded at the time of invitation of tender, including General Conditions of Contract, Special Conditions, Additional conditions (if any), Schedule F along with submitted documents relevant to Contractor Eligibility criteria;
  - v) Hardcopy of MS Excel BOQ sheet in which rates quoted online at the time of submission of bid and acceptance thereof any correspondence/tender corrigendum leading thereto including Pre-Bid Conference record note (if any);
  - vi) Specifications;

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- vii) Architectural&StructuralDrawings;
- viii) P.W.D.Safetycode;
- ix) ModelRulesforthe protectionofhealth,sanitaryarrangementsforworkersemployed by PWD or its contractors;
- x) LabourRegulationsas enforcedbythestateorcentralGovernmentas applicable;
- xi) AnyotherdocumentlistedintheContractDocumentas formingpartofthe contract.

InwitnesswhereofthepartiestheretohavecausedthisAgreementtobeexecutedthedayand year first before written.

ForandonbehalfoftheContractor

ForandonbehalfoftheHon'ble VICE CHANCELLOR,  
TUofTripura

Signature of the authorized official

Signatureoftheauthorizedofficial

Name of the official

Name of the official

Stamp/sealoftheContractor

Stamp/sealoftheEngineer-in-Charge

Witness:

1. Signature

Name

Address

2. Signature

Name

Address

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**Annexure-VI**

**REFERENCEOFDISPUTESANDAMOUNTCLAIMEDFOREACHDISPUTETOTHE  
CONCILIATOR  
(ReferClause25)**

To,  
TheChiefEngineer/Addl.ChiefEngineer  
.....

**Subject:** Reference of disputes and amount claimed for each dispute to the Conciliator for settlementofdisputesrelatingtoagreementnumber:.....

DearSir,

In terms of clause 25 of the aforesaid Agreement, particulars of which are given below, I/We hereby refer my / our disputes and amount claimed for each dispute to you for settlement in your capacity as Conciliator.

1. Nameofapplicant:
2. WhetherapplicantisIndividual/ProprietorshipFirm/PartnershipFirm/Company:
3. Fulladdressoftheapplicant:
4. NameoftheworkandContractnumberforwhicharbitrationissought:
5. NameoftheDivisionwhichenteredintocontract:
6. Contractamount:
7. Dateofcontract:
8. Stipulateddateofstartofwork:
9. Stipulateddateofcompletionofwork:
10. Actualdate of completionofwork(ifcompleted):
11. Totalnumberofclaimsmade:
12. Totalamountclaimed:
13. Dateof intimationoffinal bill(ifwork iscompleted):
14. Dateofpaymentoffinalbill(ifworkiscompleted):
15. Amountoffinalbill(ifworkiscompleted):
16. DateofclaimmadetoEngineer-in-Charge:
17. DateofreceiptofdecisionfromEngineer-in-Charge:

I/Wecertify thattheinformationgivenaboveistruetothebestofmy/our knowledge.I/We enclose the statement of claims with amount of each claim.

Yoursfaithfully,

.....

Signatureoftheapplicant

(Onlytheperson/authoritywhosignedthecontractshouldsignhere)

Copyto:

1. TheChiefEngineer.....
2. SuperintendingEngineer.....
3. TheExecutiveEngineer..... Division

## Annexure-VII

**NOTICEFORAPPOINTMENTOFARBITRATOR  
(ReferClause25)**

To,  
TheChiefEngineer

**Subject:** Notice for appointment of Arbitrator for adjudication of disputes relating to agreement number:.....

DearSir,

In terms of clause 25 of the aforesaidAgreement, particulars of which are given below, I/We herebygiveyou noticeto appointanArbitratorforadjudicationofdisputesmentionedbelow.

- 1) Nameofapplicant
- 2) WhetherapplicantisIndividual/Prop.Firm/PartnershipFirm/Ltd.Co.
- 3) Fulladdressoftheapplicant
- 4) NameoftheworkandContractnumberinwhicharbitrationsought
- 5) NameoftheDivisionwhichenteredintocontract
- 6) Contractamountinthework
- 7) DateofContract
- 8) Dateofinitiationofwork
- 9) Stipulateddateofcompletionof work
- 10) Actualdateofcompletion of work,(ifcompleted)
- 11) Ifincomplete,thedatetillwhichtheworkhasdone
- 12) Totalnumberofclaims made
- 13) Totalamountclaimed
- 14) Date of intimation of final bill (if work is completed)/If incomplete, the date till which thework was done
- 15) Dateofpaymentoffinalbill(ifworkiscompleted)/ Ifincomplete,thedatetillwhichthe work was done
- 16) Amountoffinalbill(ifworkiscompleted)
- 17) DateofrequestmadetoChiefEngineer/Addl.ChiefEngineerforconciliation
- 18) DateofreceiptofChiefEngineer/Addl.ChiefEngineer'sdecision
- 19) \*I/WeherebygiveconsentforappointmentofArbitratorGovernmentofTripura.Anagreement as per Appendix-VII is enclosed.

Or

\*I/WedonotgiveconsentforappointmentofArbitratorGovernmentofTripura.

I/Wecertify thattheinformation given aboveistrue tothebestofmy/our knowledge. I/We enclose the following documents.

1. Statementofclaimswithamountofeach claim.
2. \*AgreementofwaiverofSection12(5)oftheArbitrationandConciliationAct,1996in Appendix-VIII.

(\*strikeoutwhicheverisnotapplicable).

Yoursfaithfully,

.....

Signature of the applicant

(Onlytheperson/authoritywhosignedthecontractshouldsignhere)

Copyto:

1. TheExecutiveEngineer.....(Division)

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**Annexure-VIII**

**AGREEMENTTOWARDSWAIVEROFSECTION12(5)OFARBITRATION&CONCILIATION  
ACT1996  
(ReferClause25)**

1. WhereascertaindisputeshavearisenbetweenM/S..... (claimants)  
and M/S ..... (respondents) relating to agreement No.....
  
2. I/weagreefortheappointmentofShri..... asthe  
soleArbitratorforadjudicationofthedisputes,andweherebywaivetheapplicability of Section  
12(5) of the Arbitration & Conciliation Act,1996.

Signature

(Onlytheperson/authoritywhosignedthecontractshouldsignhere)

Name.....

Date:.....

(The name of the Arbitrator, TRIPURA UNIVERSITY may be enquired from the Engineer-in-Charge, if required.)

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**Annexure-IX****(Onnon-judicialstamppaperofminimum`100)****(GuaranteeofferedbyBanktoPWDinconnectionwiththeexecutionofcontracts)  
FormofBankGuaranteeforPerformanceGuarantee/AdditionalPerformanceGuarantee/  
SecurityDeposit/MobilizationAdvance**

1. Whereas the Executive Engineer ..... (name of division) ....., on behalf of the Hon'ble VICE CHANCELLOR, TU of Tripura (hereinafter called "The Government") has entered into an agreement bearing number ..... with ..... (name and address of the contractor) ..... (hereinafter called "the Contractor") for execution of work ..... (Name of work) ..... The Government has further agreed to accept an irrevocable Bank Guarantee for ` ..... (Rupees ..... only) valid upto ..... (date) ..... as Performance Guarantee/Additional Performance Guarantee/Security Deposit/Mobilization Advance from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.
2. We, ..... (indicate the name of the bank) ..... (hereinafter referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding ` ..... (Rupees ..... only) on demand by the Government within 10 days of the demand.
3. We, ..... (indicate the name of the Bank) ....., do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` ..... (Rupees ..... only)
4. We, ..... (indicate the name of the Bank) ....., further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.
5. We, ..... (indicate the name of the Bank) ....., further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. We, ..... (indicate the name of the Bank) ....., further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and

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notwithstanding any security or other guarantee the Government may have in relation to the Contractor’s liabilities.

- 7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
- 8. We,.....(indicatethenameoftheBank) ....., undertakenotto revokethisguaranteeexceptwiththeconsentoftheGovernmentinwriting.
- 9. ThisBankGuaranteeshallbevalidupto.....unlessextendedondemand by the Government. Notwithstanding anything mentioned above, our liability againstthisguaranteeisrestrictedto` .....(Rupees..... only)and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date.....

Authorized signatory

Name

Designation

Staffcodeno.

Bank seal

Witnesses:

1. Signature.....

Name and address

2. Signature.....

Name and address

\*In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either forperformanceguarantee/securitydeposit/mobilizationadvance,asthecasemaybe.

**Annexure-X**

(BYREGISTERED/SPEEDPOST)

**Format "Letter of Acceptance(LOA)"ofTender**

No. ....

Dated,the .....

**To,**

.....(Nameandaddressofthecontractor)

**Subject: Construction of Partition Wall with Aluminium frames and Transparent Glass and false ceiling in the RFID entrance lobby of CENTRAL LIBRARY Building, Tripura University campus.**

(Nameoftheworkasappearinginthetenderforthework)

**Reference:**

- (i) P'NITNo:.....
- (ii) e-TenderID:.....

**DearSir(s),**

Iam pleased to inform you that your tender for the above-mentioned work has been accepted on behalf of the Hon'ble VICE CHANCELLOR, TU of Tripura for a contract amount of ₹..... (Rupees .....only), which is .....% [below/above] the estimated cost of ₹..... (Rupees .....only), in accordance with the terms and conditions outlined in the tender documents.

You are hereby requested to submit the following within **10(ten) days** from the date of issue of this letter:

1. **Performance Guarantee** amounting to ₹..... (Rupees.....only),
2. **Additional Performance Guarantee** (if applicable) amounting to ₹..... (Rupees .....only),

The guarantees must be furnished in the prescribed format [Annexure-IX] as detailed in **Clause 1 of the General Conditions of Contract (GCC)** for PWD Works, and shall remain valid upto .....

Additionally, you are requested to submit:

- (i) A detailed **proposed methodology and construction program**, including equipment planning and deployment, supported by broad calculations that demonstrate your capability to execute and complete the work in accordance with technical specifications and within the stipulated time frame as per the project milestones.
- (ii) Details of **Key Technical Personnel** in the prescribed format [Appendix-V], in compliance with **Clause 32 of the GCC**, as specified in Schedule-F.

Upon receipt and verification of the above-mentioned guarantees and documents, a formal letter authorizing commencement of the work will be issued, and the site will be handed over to you accordingly.

This communication shall be treated as a binding contract between you and the TRIPURA UNIVERSITY until execution of the formal agreement.

Yours faithfully,

CONSULTANT ENGINEER

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**Annexure-XI**  
(BYREGISTERED/SPEEDPOST)

**Format“LetterforCommencementofWork”**

No. ....

Dated,the.....

**To,**  
(Nameandaddressofthecontractor)

**Subject: Construction of Partition Wall with Aluminium frames and Transparent Glass and false ceiling in the RFID entrance lobby of CENTRAL LIBRARY Building, Tripura University campus.**  
(Nameoftheworkasappearinginthetenderforthework)

**Reference:**

- (i) Performance Guarantee and Additional Performance Guarantee (if applicable) alone with Programme chart (Time and Progress) and details of Key Technical personnel as submitted by you vide your letter no....., dated..... for the above work.
- (ii) Thisoffice**LetterofAcceptance(LOA)** ofyourtenderno.....date .....

**DearSir(s),**

With reference to the above, you are hereby requested to contact the**Assistant Engineer, [Designation/Section], [Complete Address]**, for taking possession of the work site and commencing the execution of work without delay.

Pleasenotethatthetimeallowedforcompletionofthework,asstipulatedinthetender .....  
**[.....days]**,shallbedeemedtocommencefromthe**7<sup>th</sup>(seventh)day**afterthedateofissuance ofthisletterorthedateofhandingoverofthesite,whicheverisearlier.

Further, you are requested to visit this office and complete the execution of the**formal Agreement**within**7(seven) days**from the date of issue of this letter, in accordance with the terms and conditions of the accepted tender.

Yourpromptcompliancewiththeaboveinstructionsisexpected.

Yoursfaithfully,

CONSULTANT ENGINEER

CONTRACTOR

EXECUTIVEENGINEER

Annexure-XII

**SPECIMEN OF LETTER BY THE ENGINEER IN CHARGE TO THE CONTRACTOR FOR PROVISIONAL REDUCTION IN RATE FOR SUB-STANDARD WORK**

To  
M/s.....  
.....

Dear Sir(s)

**Sub: Construction of Partition Wall with Aluminium frames and Transparent Glass and false ceiling in the RFID entrance lobby of CENTRAL LIBRARY Building, Tripura University campus.**

Agreement no.....\*

1. The Hon'ble VICE CHANCELLOR, TU of Tripura considers that the items of work (specified in the statement appended herewith) relating to the work undertaken by you in terms of the above agreement have not been executed in accordance with the prescribed specifications and/or in a workmanlike manner and therefore, cannot be accepted in terms of the above said agreement for payment at the rates specified in the agreement.
2. The Hon'ble VICE CHANCELLOR, TU of Tripura, however, is willing to consider acceptance of the same should you agree to receive payment at rates suitably reduced taking into consideration the sub-standard nature of the said items of work. The Superintending Engineer-in-charge of the concerned Circle of PWD will determine as to what suitable reductions in the rates is made from the agreed rates for the said items. His/her decision is final. Pending such decision of the Superintending Engineer, however, the payment for the said items of work is made at the provisional rates indicated against each item.
3. If you agree to the aforesaid conditions for acceptance of payment for the said items of work you may please return the enclosed form duly executed by you.
4. If no reply is received from you within 3 (three) weeks of the date of receipt of the letter it is presumed that the offer is not acceptable to you. In the said event the offer is stand withdrawn, without prejudice to the rights and remedies of the President of India in terms of the contract.

Enclo: Statement as above

Yours faithfully,

CONSULTANT ENGINEER

CONTRACTOR

EXECUTIVE ENGINEER

**Annexure-XIII**

**SPECIMEN OF LETTER OF CONTRACTOR'S ACCEPTANCE OF PROVISIONAL REDUCTION OF RATE FOR SUB-STANDARD WORK**

To  
.....  
.....

Sir,

**Sub: Construction of Partition Wall with Aluminium frames and Transparent Glass and false ceiling in the RFID entrance lobby of CENTRAL LIBRARY Building, Tripura University campus.**

Reference: Your letter no.....

I/We have carefully read the terms and conditions offered in your letter dated ..... and they are acceptable to me/us.

Pending the decision of the Superintending Engineer of the final rates of payment against the items of work specified in the statement attached to your above letter, which is final and binding, I/we agree to the same being paid at the provisional rates indicated against each of the said items of work for the above work as mentioned in your statement.

Yours faithfully,

Contractor(s)

**Annexure-XIV**

**FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME  
(Refer Clause 5)**

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement no
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time if has been given by authority in Schedule 'F' previously

Letter no. and date	Extension granted (in Days)
(a) 1st extension.....	
(b) 2nd extension.....	
(c) 3rd extension.....	
(d) 4th extension	
(e) Total extension previously given	

9. Reasons for which extension have been previously given (copies of the previous applications should be attached)
10. Period for which extension if applied for
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for causes under clause 5.2/and 5.3).
  - a) Serial no:.....
  - b) Nature of hindrance:.....
  - c) Date of occurrence:.....
  - d) Period for which it is likely to last:.....
  - e) Period for which extension required for this particular hindrance:.....
  - f) Overlapping period if any, with reference to item:.....
  - g) Net extension applied for:.....
  - h) Remarks, if any:.....

Total period, on account of hindrances, mentioned above is..... Days
12. Extension of time required for extra work: .....
13. Details of extra work and the amount involved:.....
  - a) Total value of extra work:.....
  - b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work: .....
14. Total extension of time required for 11 & 12:.....

Submitted to the Authority indicated in Schedule F with copy to the Engineer-in-charge and Sub Divisional Officer

Dated.....

Signature of Contractor

CONTRACTOR

EXECUTIVE ENGINEER

**Annexure-XV**

**FORM OF APPLICATION OF THE CONTRACTOR FOR SEEKING RESCHEDULING OF THE MILESTONES (Refer Clause 5)**

1. Name of contractor:.....
2. Name of work as given in the agreement:.....
3. Agreement No:.....
4. Estimated amount put tender:.....
5. Date of commencement of work as per agreement:.....
6. Period allowed for completion of work as per agreement:.....
7. Date of completion stipulated in agreement:.....
8. Rescheduling of milestones done previously

Milestone No. Already Rescheduled	EE's Letter No. and Date	Rescheduling of Milestones Done	
		Original Date	Rescheduled Date
(A) 1st Milestone			
(B) 2nd Milestone			
.....			

9. Rescheduling of milestone applied for

Milestone No. for which Rescheduling is Applied	Original/ Rescheduled Date	Details and Period of Hindrances	Comments of Executive Engineer	Proposed Rescheduled Date
(A) 1st Milestone				
(B) 2nd Milestone				
.....				

Submitted to the Sub Divisional Officer

Signature of Contractor

Dated.....

CONTRACTOR

EXECUTIVE ENGINEER

**Annexure-XVI**

**PROFORMAFORSHOWCAUSETOTHECONTRACTORREGARDINGCOMPENSATION  
UNDERCLAUSE2**

To  
Name&Addressofthecontractor  
.....  
.....

Sub: Show Cause for delayed completion/likely to be delayed completion of work .....  
under Agreement No ..... ..

DearSir(s),

The date of completion for the above mentioned work was/is ..... as stipulated in the  
agreementnumber.....for the work .....

Extensionsof timefor completionoftheabovementionedworkwasextendedbytheEngineer- in-  
Charge vide his letter no. .... up to ..... under clause 5 of the said agreement without  
prejudicetothe right oftheGovernment tocover compensation inaccordance with the  
provisions of Clause 2 of the said agreement.

The work entrusted to you under the agreement referred above could not/unlikely to be  
completed within stipulated/extended date of completion due to your wrongful delay or  
suspension of work or slow progressofworkor because ofreasonswithinyour control. The  
workhasfinallybeencompletedon...../cannotbecompletedwithinstipulated/extended  
date of completion. Therefore, under the provisions of clause 2 of the above said agreement  
you have rendered yourself liable to pay compensation.

Therefore, I, in exercise of the powers conferred on me by the aforesaid agreement, for and on  
behalfoftheHon'ble VICE CHANCELLOR,  
TUofTripura,herebygiveyoushowcausewithin.....tomy satisfaction that why compensation  
should not be imposed upon you under the provisions of clause 2 of said agreement for  
delayed/likely to be delayed completion of the work. Please note that in caso no causeis shown  
byyouwithin the stipulatedperiod or the cause shown isnotto my satisfaction, I shall take such  
actions against you as are contemplated under Clause 2 there under of the said agreement without  
further notice.

Yoursfaithfully,

Superintending Engineer  
FourthCircle,PWD(R&B)  
Agartala,  
WestTripura

**Note: Strike out whichever is not applicable. Notice may be modified suitably intending to  
impose compensation when tendered value of the item or group of items of work for which  
a separate period of completion is originally given.**

CONTRACTOR

EXECUTIVEENGINEER

**Annexure-XVII**

**PROFORMAFORSHOWCAUSETOTHECONTRACTORREGARDINGCOMPENSATION  
UNDERCLAUSE2(INCASECONTRACTISDETERMINEDUNDERCLAUSE3)**

To  
Name&Addressofthecontractor  
.....  
.....

Sub:ShowCauseagainstagreementNo Repair and maintenance of Tripura University Pensioners Association office located at University premises, Gandhighat, Agartala

DearSir(s),

The date of completion for the above mentioned work was ..... as stipulated in the agreement number ..... Repair and Maintenance work of Auditorium Hall in Academic Building 11 at Tripura University campus Surjyamaninagar during the financial year 2025-2026 ./SH- Repairs to Roof with waterproofing treatment and ancilliary civil works thereof . Extension of time for completion of the above mentioned work was extended by the Engineer- in-Charge vide his letter no. up to ..... under clause 5 of the said agreement without prejudice to the right of the Government to recover compensation in accordance with the provisions of Clause 2 of the said agreement. (Delete this Para if work was determined before stipulated date of completion)

The work entrusted to you under the agreement referred above could not be completed within stipulated/ extended (strike out whichever not applicable) date of completion and the work has been finally determined under clause 3 vide letter dated ..... Under the provision of clause 2 of the above said agreement you have rendered yourself liable to pay compensation.

Therefore, I, in exercise of the powers conferred on me by the aforesaid agreement, for and on behalf of the President of India, hereby give you notice to show cause within ..... to my satisfaction that why compensation should not be imposed upon you under the provisions of clause 2 of said agreement for your failure to complete the work by the stipulated date of completion/extended date of completion (strike out as the case may be). Please note that in case no cause is shown by you within the stipulated period or the cause shown is not to my satisfaction, I shall take such actions against you as are contemplated under Clause 2 of the said agreement without further notice.

Yours faithfully,  
CONSULTANT ENGINEER

CONTRACTOR

EXECUTIVE ENGINEER

**Annexure-XVIII**

**SHOW CAUSE NOTICE UNDER CLAUSE 3 OF THE AGREEMENT**

To  
.....  
.....

**Sub:- Construction of Partition Wall with Aluminium frames and Transparent Glass and false ceiling in the RFID entrance lobby of CENTRAL LIBRARY Building, Tripura University campus.**

Agreement No.....Dear Sir (s)  
WHEREASitappearstotheundersignedthatbyreasonofyourwrongfuldelayorsuspension of work or slow progress, the work entrusted to you under the agreement referred to above will not be completed/has not been completed (strike out whichever not applicable) within the stipulated/extendeddateofcompletion.(strikeoutwhichever notapplicable)

Therefore, I, in exercise of the powers conferred on me by the aforesaid agreement, for and on behalf of the Hon'ble VICE CHANCELLOR, TU of Tripura, hereby give you notice to show cause within ... to my satisfaction why an action under clause 3 (a) and (b) of the above agreement will not be taken against you on account of the breach of contract on your part. Please note that in case no cause is shown by you within the stipulated period or the cause shown is not to my satisfaction, I shall take such actions against you as are contemplated under Clause 3(a) and (b) thereunder of the said agreement and/or other clauses thereof, without further notice.

Yoursfaithfully,

CONSULTANT ENGINEER

**Note: While determining the contract under any of the sub-clause (i) to (xi) of clause 3 for causes other than the causes as mentioned above (viz. wrongful delay or suspension of work or slow progress) suitable modifications may be made.**

CONTRACTOR

EXECUTIVEENGINEER

**Annexure-XIX**

**NOTICEONFINALACTIONUNDERCLAUSE3OFTHEAGREEMENT**

To  
(Name&Addressofthecontractor)  
.....  
.....Dear

Sir(s),

WhereasunderClause3oftheaforesaidagreementtheEngineer-in-Chargeshallhavepowers totakeactionunderclause3intheeventofdelayorsuspensionintheexecutionofthe aforesaidworkbythecontractorsothatintheopinionoftheEngineer-in-Charge(whichshall be final and binding) the contractor will be unable to secure completion of the work by the stipulated/have already failed to complete the work by the extended\* date of completion,whereasyouhavedelayed/suspendedtheexecutionoftheaforesaidworkandasperthe opinion of the undersigned, the Engineer-in-Charge (which is final and binding), you will beunable to secure completion of the work by the stipulated/ have already failed to complete the workbytheextended\*dateofcompletionand,whereasyouwereservedwithshowcause inthisregardunderthisofficeno.....dated.....butnoreplyhasbeengivenbyyouso far / your reply vide letter no. .... received in response to show cause has been considered carefully but not found to the satisfaction of the Engineer-in-Charge (Strike out whichever is not applicable, the arguments/facts claimed by the contractor be indicated in brief) or reply not received by the date. Therefore under powers delegated to me under sub-clause 3(a)& 3(b), I ..... the Engineer-in-Charge for the aforesaid work under the aforesaid agreement, for and on behalf of the Hon'ble VICE CHANCELLOR, TU of Tripura, hereby

- i) Determine the contract as aforesaid upon which determination your earnest money deposit, securitydepositalreadyrecoveredandPerformanceGuaranteestandabsolutelyforfeited totheGovernmentandshallbeabsolutelyatthedisposalofGovernment,and
- ii) Take out such part of the work out of your hand, as remains unexecuted, for giving it to another contractor to complete the work, and you shall have no claim to compensation foranylosssustainedbyyoubyreasonsofyourhavingpurchasedorprocuredanymaterials or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract. You are also hereby served with noticetotheeffectthattheworkexecutedbyyouwillbemeasuredupon..... for which you are asked to attend for joint measurement failing which the work will bemeasuredbythedepartmentunilaterallyinyourabsenceandresultofmeasurementwill be final and will be binding on you.
- iii) Youshallnotbeallowedtoparticipateinthetenderingprocessforthebalancework.

This is without prejudice to Government's right to take action under any other clauses or sub-clauses of the agreement and to realize Government dues and losses and damages whatsoever under such clauses or sub-clauses.

\*Scoreoutwhichisnotapplicable.

Yoursfaithfully,

CONSULTANT ENGINEER

**Note: While determining the contract under any of the sub-clause (i) to (xi) of clause 3 for causesotherthantheausesasmentionedabove(viz.wrongfuldelayorsuspensionofwork or slow progress) suitable modifications may be made.**

CONTRACTOR

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**PROFORMA OF SCHEDULES****SCHEDULE 'A'**

Schedule of quantities [Operative Schedules /BoQ sheet to be uploaded (macro enabled MS-Excel sheet)]: BoQ enclosed separately in Financial Bid

**SCHEDULE 'B'**

Schedule of material to be issued to the contractor.

Sl. No.	Item Description	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5

**SCHEDULE 'C'**

Tools and plants to be hired by the contractor

Sl. No.	Description	Hire Charge per day	Place of Issue
1	2	3	5

**SCHEDULE 'D'**

Extra Schedule - For specific requirements / document for the work, if any.

**SCHEDULE 'E'**

Reference to General Condition of Contract	GCC- 2025, Tripura PWD Form-7/ Tripura PWD Form -8 with upto date correction
Type of Contract	*Percentage/Item Rate Contract
Bidding System	TWO Bid Tendering System
Name of work:	Construction of Partition Wall with Aluminium frames and Transparent Glass and false ceiling in the RFID entrance lobby of CENTRAL LIBRARY Building
Estimated cost of work:	<b>₹1,71,446.00</b>
Earnest money:	<b>Rs-3500.00</b>  (@2% of the estimated cost put to tender) [To be returned after receiving performance guarantee]
Performance Guarantee:	[@5% of tendered value]
Security Deposit:	2.0 % of tendered value.

[Note \*stick out which is not applicable]

**SCHEDULE 'F'****General Rules & Directions:**

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OfficerInvitingTender/TenderInvitingAuthority(TIA)	Executive Engineer TRIPURA UNIVERSITY, SURJYAMANINAGAR
Maximumpercentageforquantityofitemsofworktobe executedbeyondwhichratesaretobedeterminedin accordancewithClauses12.2(c)	MentionedunderClause12

**Definitions:**

1.2.6	Engineer-in-Charge (Major&MinorComponent)  Note:MinorComponentforCompositeWorks)	MajorComponent: Executive Engineer..... Name&address) MinorComponent: Executive Engineer..... Name&address)
1.2.7	TenderAcceptingAuthority(TAA)	AsperlatestDFPRTinforce
1.2.9	Percentage on cost of materials and labour to cover all overheads and profits.	15 %
1.2.10	StandardScheduleofRates	Tripura PWDSOR-2023
1.2.11	Department	Tripura University
6.2.2	StandardTripuraPWDcontractForm	GCC2025,TripuraPWD-7/8 [asmodified&correcteduptodate]

**TripuraPWDForm-6:**

12.2	TimeallowedforsubmissionofProgrammeChart(Timeandprogress) fromthefirstdateofissuofLetterofAcceptance(LOA)	10(ten) days
12.3	Time allowed for submission of applicable Labour Licenses, certificate regarding registration of employee/workers with EPFO (Employees' Provident Fund Organisation) including Provident Fund Code No, certificate regarding registration of employee/workers with ESIC (Employees' State Insurance Corporation)& certificate regarding registration of employee/workers with BOCW (Building and Other ConstructionWorkers)WelfareBoardfromthefirstdateofissuofLetter ofAcceptance(LOA)	30(thirty)days
12.4	Details of Key Technical Personnel as per prescribed format [Appendix-V] in accordance with Clause 35(i) from the date of issue of Letter of Acceptance (LOA)	10(ten) days

<b>Clause1</b>	Time allowed for submission of Performance Guarantee & additionalPerformanceGuarantee(ifany)fromthefirst date of issue of Letter of Acceptance (LOA)	10(ten) days
	Maximum allowable extension for submission of Performance Guarantee beyond the period as mentionedin para above, on written request of the contractor stating thereasonfordelaysinprocuringthePerformance Guarantee&additionalPerformanceGuarantee(ifany)	5(five)days
<b>Clause2</b>	Authorityforfixingcompensationunderclause 2.	Competent authority of Tripura University
<b>Clause2A</b>	WhetherincentiveforearlycompletionunderClause2A shall be applicable	*YES/NO

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	[onlyapplicabletothecontractfor estimatedcostputto tender more than ` . 10(ten) Cr. for original works]	
<b>Clause5</b>	Number of days from the date of issue of Letter of Commencement (LOC) for reckoning Date of Start Mile stone(s)as per table given below&SigningofAgreement	7(Seven) days or handed over of site whichever is earlier

Sl. No.	DescriptionofMilestone(Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of non-achievement of milestone subject to a total maximum5%(fivepercent) of the total tendered value ofwork
1.	1/4partoftheWork	45Days	In the event of not achieving the necessary physical mile stone, 1.0% (one percent) of the tendered value of work willbe withheld for failure in achieving each mile stone.
2.	1/2partoftheWork	90Days	
3.	3/4partoftheWork	135Days	
4.	Completionofentireworkasper agreementincludingcleaningof site all complete in all respect	180Days	
	Timeallowedforexecutionofwork	180Days	
Note:Successfultenderermayrequesttothecompetentauthorityforreschedulingof above mile stones before issuing of Letter of Commencement (LOC)			

**Clause5**

(i)	AuthoritytoconveythedeisionofshiftingofMilestone and extension of time [Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be]	Executive Engineer, TRIPURA UNIVERSITY, Sepahijala, Tripura.
(ii)	Authority for Rescheduling of mile stone and extension of time	Executive Engineer, TRIPURA UNIVERSITY, Sepahijala, Tripura.
(iii)	Shifting of date of start in case of delay in handing over of site	Executive Engineer, TRIPURA UNIVERSITY, Sepahijala, Tripura.

**PROFORMA OF SCHEDULES Clause5 Schedule of handing over of site**

Part	Portionofsite	Description	Time Period for handing over reckoned from date of issue of letter of intent.
PartA	Portionwithoutanyhindrance	Full	7 <sup>th</sup> Day
PartB	Portionswithencumbrances	Nil	Nil
PartC	Portionsdependentonworkofother agencies	Nil	Nil

<b>Clause5.1(iv)</b>	Schedule of rate of recovery for delay in submission of the modified programme chart in terms of delay per week basis	₹2500.00
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	[@`2500.00(forworksAgreementvalueupto`20 Crores)/@`5000.00(forworksAgreementvaluemore than`20Crores)shallbemadeonperweek]	
<b>Clause6</b>	Modeofmeasurement: [ManualMeasureBook(MMB)/ComputerisedMeasureBook (CMB) / Electronic Measurement Book (EMB)]	.....*.....
<b>Clause7</b>	Grossworktobedonetgetherwithnetpayment /adjustment of advances for material collected, if any, sincethelastsuchpaymentforbeingeligible tointerim payment	`...*.....
<b>Clause7A</b>	Whetherclause7Ashallbeapplicable	*YES/NO
<b>Clause8</b>	Competent Authorities to inspect and issue completion certificate [Upto`10crore:ExecutiveEngineer Above`10 crore : ExecutiveEngineerand Superintending Engineer or Addl. Chief Engineer or Chief Engineer]	Executive Engineer, TRIPURA UNIVERSITY, Sepahijala, Tripura.
<b>Clause8A</b>	Authoritytodecidecompensationonaccountifcontractor fails to submit completion plans [Superintending Engineer of concern circle, PWD/Addl. CE or SE of Project Unit, PWD(Buildings)]	SE, 4 <sup>th</sup> Circle, PWD(R&B), AgartalaWest Tripura.

**Clause10A**

ListofTestingEquipmenttobeprovidedbythecontractor atSiteLab.

Sl.No.	Item
1.	.....*.....
2.	.....*.....
3.	.....*.....
4.	.....*.....

[NoteanyotherequipmentrequiredforexecutionofworkandasperdirectionofEngineer-in- Charge]

<b>Clause10B</b>	Whether Clause 10B(i) regarding "Secured Advance againstMaterialbroughttoSite"shallbeapplicable Ornot	* Applicable / NotApplicable
	WhetherClause10B(ii)regarding"Mobilisation Advance" shall be applicable or not	* Applicable / NotApplicable
<b>Clause10CC</b>	WhetherClause10CCregarding"Priceadjustment for works"	* Applicable / NotApplicable
	<b>If10CCApplicable</b>	
<b>Buildingwork</b>	ComponentofCement	15%
	ComponentofLabour	25%
	CivilcomponentofotherConstruction Materials	40%

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	ElectricalandMechanical(E&M)componentof Construction Materials	0%
	ComponentofPOL(Diesel)	0%
	Reinforcementsteelbars/TMTbars/Structural steels (including strands and cables)	20%
	ComponentofBitumen	0%
<b>Road and PavementWork</b>	ComponentofCement	*
	ComponentofLabour	5%
	CivilcomponentofotherConstruction Materials	*
	ElectricalandMechanical(E&M)componentof Construction Materials	0%
	ComponentofPOL(Diesel)	5%
	Reinforcementsteelbars/TMTbars/Structural steels (including strands and cables)	*
	ComponentofBitumen	*
<b>Bridge/Flyover work</b>	ComponentofCement	*
	ComponentofLabour	25%
	CivilcomponentofotherConstruction Materials	*
	ElectricalandMechanical(E&M)componentof Construction Materials	0%
	ComponentofPOL(Diesel)	5%
	Reinforcementsteelbars/TMTbars/Structural steels (including strands and cables)	*
	ComponentofBitumen	*
<b>External Sewage work</b>	ComponentofCement	*
	ComponentofLabour	10%
	CivilcomponentofotherConstruction Materials	*
	ElectricalandMechanical(E&M)componentof Construction Materials	*
	ComponentofPOL(Diesel)	0%
	Reinforcementsteelbars/TMTbars/Structural steels (including strands and cables)	*
	ComponentofBitumen	0%
<b>ExternalWater Supply work</b>	ComponentofCement	*
	ComponentofLabour	5%
	CivilcomponentofotherConstruction Materials	*
	ElectricalandMechanical(E&M)componentof Construction Materials	0%
	ComponentofPOL(Diesel)	0%-
	Reinforcementsteelbars/TMTbars/Structural steels (including strands and cables)	*
	ComponentofBitumen	0%
<b>Clause11</b>	Specifications to be followed for execution of work : CPWD/MoRD/MoRTH/BIS/IRC/NBC/others(asapplicable)withupto date correction slip till last date of submission of tender and as detailed in nomenclature of items. CPWD General Specifications for Electrical Works as below with correction slips issued up to last date of submission of tender. Part I – (Internal) 2023, Part II – (External) 2023, Part –III Lift& Escalator-2003 PartIV(Sub-Station)-2013,Part-V(WetRiser&Sprinklersystem)-2020, Part-VI(FireDetectionandAlarmSystem)-2018,Part-VII(DGset)-	

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	2013 and HVAC 2017 (amended) relevant IS and BIS standards and as per directions of Engineer-in-charge.
<b>Clause 12</b>	<p>Usually, the completion cost of any agreement including Maintenance works, works of up gradation, aesthetic, special repair, addition/alteration should not exceed the contract amount. If, any deviation required beyond tendered amount it shall be approved by the authority prior to execution of work as per latest Delegation of Financial Power Rules, Tripura (DFPRT) in force with recorded reason.</p> <p>Contractor will devise a system to watch on quantum of work taken up vis-a-vis balance items required to complete defined scope of work and will give the alerts to Engineer-in-Charge before taking up extra items, deviations so that completion cost does not exceed the contract amount. Work executed beyond contract amount will neither be recorded nor be paid. Engineer-in-Charge will verify and confirm the alerts before assigning deviations and/ or extra item(s) to the contractor. If additional work(s) is required to complete defined scope of work beyond the contract amount the Engineer-in-Charge have to approve the Tentative Deviation from the competent authority as per latest Delegation of Financial Power Rules, Tripura (DFPRT) in force or may take up such work(s) separately. The contractor will not have any claims whatsoever on this account if such work(s) take up separately.</p>
<b>Clause 12.2(a)</b>	<p><b>Deviation, Extra items and Pricing</b></p> <p>a) <b>Non Schedule Extra items</b> - The contractor may, within fifteen days of the receipt of order to execute extra item or occurrence of the item(s), submit analysis of rate of extra item(s) based on the rates of materials available in basic rate of Standard Schedule of Rate mentioned in schedule F and market rates of the materials which are not available in standard schedule of rate mentioned in schedule F. For this purpose, the basic rate of materials available in Schedule of Rates mentioned in Schedule F will be enhanced or reduced by the applicable cost index, as the case may be.</p> <p>The rates of the materials which are not available in Standard Schedule of Rates, mentioned in Schedule F, shall be based on, tax paid bills for the material as defined in manufacturer's specification. Material rates from Standard Schedules of Rates shall be given priority in the analysis of rates. The rate of extra item will be:-</p> <p>(i) Analysed rates as above multiplied by (tender amount divided by estimated cost put to tender), if tendered amount is below the estimated amount put to tender.</p> <p>(ii) Analysed rate, if the tendered amount is above the estimated amount put to tender.</p> <p>Failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding.</p> <p>Where the contractor submits analysis of rate of extra items in the manner prescribed above, the Engineer-in-Charge shall, within 60 days of the receipt of the analysis of rate, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rate(s) of extra items. The contractor shall be paid in accordance with the rates so determined. However provisional rates on the basis of invoice will be allowed by the Engineer-in-Charge. Invoice shall be accepted only for materials not available in the Standard Schedule of Rates mentioned in Schedule F, The extra items rates shall be finalized only after submission of tax aid bills by the contractor to the Engineer-in-Charge as required above. The Engineer-in-Charge may apply the discount available in the market on the rate of material taken from tax paid bills.</p>

<b>Clause12.2(b)</b>	<b>ScheduledExtraitems</b> (i) For percentage rate tenders, the extra item(s) shall be paid as per the Standard Schedule of Rates, mentioned in Schedule F,enhanced or reduced by the applicable cost index and further enhanced or reduced by percentage above/ below quoted by the contractor on estimated cost put to tender. (ii) For item rate tenders, the extra item(s) shall be paid as per the said schedule rate enhanced or reduced by the applicable cost index and multiplied by (tender amount divided by estimated cost put to tender).
<b>Clause12.2(c)</b>	Deviation Limit beyond which clauses 12.2(c) shall apply for building work: <b>100%</b>
	Deviation Limit beyond which clauses 12.2(c) shall apply for super structure of Bridge/flyover work: <b>100%</b>
	Deviation Limit beyond which clauses 12.2(c) shall apply for foundation work including sub-structure of Bridge/flyover (except items mentioned in Sub Head Earth Work in Tripura SoR and related items): <b>100%</b>
	Deviation Limit beyond which clauses 12.2 (c) shall apply for pavement work: <b>20%</b>
	Deviation Limit for items mentioned in Sub Head Earth Work in Tripura SoR and related items: <b>100%</b>

**Clause16:**

Competent Authority for Deciding reduced rates:	FINANCE OFFICER,PWD(R&B), Agartala, West Tripura.
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**Clause18:**

List of mandatory machinery, tools & plant to be deployed by the contractor at site.

Sl.No.	Item
1.	Concrete Mixer with hopper
2.	Tipper 5.5 cum/10T
3.	Dozer D50
4.	Water Tank 6 KL Capacity (Truck mounted)
5.	Three Wheel Static Roller-8T-10T
6.	Bitumen Emulsion Pressure Distributor
7.	Bitumen boiler oil fired 1000 Litre
8.	Mini Spot Bitumen mix / Batch mix HMP
9.	Emulsion Sprayer with tractor
10.	Paver Finisher mechanical / Hydrostatic with electronic sensor control
11.	Tractor with Rotavator
12.	Motor Grader
13.	Generator-33/125/250KVA
14.	Hydraulic Broom with Tractor
15.	Front end Loader
16.	Paint Applicator
17.	Crane 20-40t capacity
18.	Needle Vibrator
19.	Other Machinery as per site requirement

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**Clause25:**

Conciliator	.....*
ArbitratorAppointingAuthority	VICE CHANCELLOR TRIPURA UNIVERSITY
PlaceofArbitration	Agartala

**Clause32:**

SL. No.	Estimatedcost	Minimum Number, Qualification & minimum Experience of Key Technical Personnel requiredtobeEmployedbythecontractoras afull-timesiteengineerfortheworksite	Recovery rate in case non-Employment of Key Technical Personnel
1.	Above ` .100.00 lakh to ` .150.00lakh	1(one)No.ofEngineersonspecificfield related to the work [Diploma or Degree]	` . 10,000/- per month per person
2.	Above ` .150.00 lakh to ` .600.00lakh	1(one) No. of Engineer on specific fieldrelated to the work [Diploma having 2(two) years'experienceorDegreehaving1(one) years'experience]	` . 15,000/- per month per person
3.	Above ` . 600.00 lakh to ` .1500.00 lakh	2(two) No. of Engineers on specific field related to the work [Diploma having 4(four) years' experience or Degree having 2(two) years' experience]	` . 20,000/- per month per person
4.	Above ` . 1500.00 lakh to ` .2500.00 lakh	3(three) No. of Engineers on specific field related to the work [Diploma having 6(six) years' experience or Degree having 3(three) years' experience]	` . 25,000/- per month per person
5.	Above ` .2500.00 lakh	4(four) No. of Engineers on specific field related to the work [Diploma having 8(eight) years' experience or Degree having 5(five) years' experience]	` . 30,000/- per month per person

AssistantEngineersretiredfromGovernmentsserviceswhatareholdingDiplomawillbetreated at par with Graduate Engineers.

**Clause38:**

i)	a)	Schedule/statement for determining theoretical quantity of cement & bitumen	Based on latest CPWD / MoRD / MoRTH/ DSR with up to date correction slips.
		Variations permissible on theoretical quantities	
ii)	a)	Cement for works with estimated cost put to tender not more than ₹ 25 lakhs.	±3%
		For works with estimated cost put to Tender is more than ₹ 25 lakhs.	±2%
	b)	Bitumenallworks	2.5%plusonly&nilonminusside.

CONTRACTOR

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	c)	SteelreinforcementandstructuralsteelSections for diameter, section and category.	±2%
	d)	All other materials	Nil

<b>Clause 42</b>	<p><b>Dismantling of existing structures (if any) at the proposed construction site by the Contractor when reserve price for such structure has been duly recovered from the Contractor Recovery from the bidder:</b></p> <p>The rates applicable shall be determined based on the approved <b>Reserve Value</b> of the dismantled structure. In the case of a percentage rate tender, the applicable rate shall be the Reserve Value, adjusted by the percentage above, as accepted, or at par, whichever is higher. For an item rate tender, the rate shall be the Reserve Value, similarly adjusted by the overall percentage above, as accepted, or at par, whichever is higher. The selected bidder shall be liable for the payment of this amount, which shall be recovered through a Demand Draft drawn in favour of the Engineer-in-Charge.</p>	* Applicable / Not Applicable
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**Clause 43: Recovery Rates for Quantities beyond permissible variation:**

Sl.No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor	
		Within permissible variation	Excess beyond permissible variation
1.	Cement		Double the issue rate
2.	Steel reinforcement		Double the issue rate
3.	Structural Steel Sections		Double the issue rate
4.	Bitumen issued free of cost		Double the issue rate
5.	Bitumen issued at stipulated fixed price		Double the issue rate

**SPECIALCONDITIONS**

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**SPECIALCONDITIONS**

1. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932.
2. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that the procures are receipts signed by the officer inviting tender or a duly authorized Cashier.
3. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer/Executive Engineer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
4. The civil work shall be carried out as per CPWD specifications for works-2019 Vol. I & II with up to date correction slips unless otherwise specified in the nomenclature of individual item or in the specifications and special conditions, where specifications are silent, the decision of Engineer-in-Charge shall be final and binding on contractors. Road work shall be executed as per latest MORD/MORTH/IRC/CPWD/Tripura PWD specifications as applicable.
5. The structural and architectural drawings shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and architectural drawings relating to the relevant item, the former shall prevail unless and otherwise given in writing by the Engineer-in Charge.
6. The tenderer shall study carefully, the drawings, specifications, schedule of quantities and conditions of the tender documents to fully appreciate the scope of work before quoting his rates.
7. The Contractors are advised to inspect and examine the site and its surroundings and satisfy themselves with the nature of site, the means of access to the site, the constraints of space for stacking material / machinery, labour etc. constraints put by local regulations, if any, weather conditions at site, general ground / subsoil conditions etc. or any other circumstances which may affect or influence their tenders. The Contractor shall carry out survey of the work area, at his own cost, setting out the layout and fixing of alignment of the building as per architectural and Structural drawings in consultation with the Engineer-in-Charge. Any discrepancy between the architectural drawings and actual layout at site shall be brought to the notice of the Engineer-in-charge. It shall be responsibility of the Contractor to ensure correct setting out of alignment. Nothing extra shall be payable on this account. No claims, whatsoever, shall be entertained at a later date for any errors found, on plea that the information supplied by the Department in the tender is insufficient or is at variance with the actual site conditions. The Contractor shall establish, maintain and assume responsibility for grades, lines, levels and benchmarks. He shall report any errors or inconsistencies regarding grades, lines, levels, dimensions etc. to the Engineer -in-Charge before commencing work. Commencement of work shall be regarded as the Contractor's

acceptance of such grades, lines, levels, and dimensions and no claim shall be entertained at a later date for any errors found. The Contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignments, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the Contractor at his own cost to the entire satisfaction of the Engineer -in-Charge.

8. The Contractor shall, if required by him, before submission of the tender, inspect the drawings in the Office of the Executive Engineer concerned. Department shall not bear any responsibility for the lack of knowledge and also the consequences, thereof to the Contractor. The information and data shown in the drawings and mentioned in the tender documents have been furnished, in good faith, for general information and guidance only. The Engineer-in-Charge, in no case, shall be held responsible for the accuracy thereof and/or interpretations or conclusions drawn there from by the Contractor and all consequences shall be borne by the Contractor. No claim, whatsoever, shall be entertained from the Contractor, if the data or information furnished in tender document is different or in-correct otherwise or actual working drawings are at variance with the drawings available for inspection or attached to the tender documents. It is presumed that the Contractor shall satisfy himself for all possible contingencies, incidental charges, wastages, bottlenecks etc. likely during execution of work and acts of coordination, which may be required between different agencies. Nothing extra shall be payable on this account.
9. The nomenclature of the item given in the schedule of quantities gives in general of the work content but is not exhaustive i.e. does not mention all the incidental works required to be carried out for complete execution of the item of work. The work shall be carried out, all in accordance with true intent and meaning of the specifications and the drawings taken together, regardless of whether the same may or may not be particularly shown on the drawings and/or described in the specifications, provided that the same can be reasonably inferred there from may be several incidental works, which are not mentioned in the nomenclature of each item but will be necessary to complete the item in all respect. All these incidental works / costs which are not mentioned in item nomenclature but are necessary to complete the item shall be deemed to have been included in the rates quoted by the contractor for various items in the schedule of quantities. No adjustment of rates shall be made for any variation in quantum of incidental works due to variation / change in actual working drawings. Also, no adjustment of rates shall be made due to any change in incidental works or any other deviation in such element of work (which is incidental to the items of work and are necessary to complete such items in all respects) on account of the directions of Engineer-in-Charge. Nothing extra shall be payable on this account. The works to be governed by this contract shall cover delivery and transportation up to destination, safe custody at site, insurance, erection, testing and commissioning of the entire works. Unless otherwise provided in the Schedule of quantities the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account. The work shall be carried out in accordance with the approved architectural drawings, structural drawings, MEP services drawings to be issued from time to time, by the Engineer-in-Charge, and approved shop drawings prepared by the Contractor. Before commencement of any item of work the contractor shall correlate all the relevant architectural and structural drawings, nomenclature of items and specifications etc. issued for the work and satisfy himself that the information available from there is complete and unambiguous. The figure and written dimension of the drawings shall be

superseding the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-charge before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and or incomplete information and no claim whatsoever shall be entertained by the department on this account.

The work to be undertaken by the contractor shall inter-alia include the following:

- (i) Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable.
- (ii) Obtaining of Statutory permissions where-ever applicable and required.
- (iii) Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
- (iv) Warranty obligation for the equipment and / or fittings/fixtures supplied by the contractor. Contractor shall provide all the shop drawings or layout drawings for all the co-ordinated services before starting any work or placing any order of any of the services etc. These shop drawings/layout drawings shall be got approved from Engineer-in-charge before implementation and this shall be binding on the contractor. The contractor shall submit material submittals along with material sample for approval of Engineer-in-Charge prior to delivery of material at site.
- (v) For works below ground level the contractor shall keep that area free from water. If dewatering or bailing out of water is required the contractor shall do the same at his own cost and nothing extra shall be paid. De-watering required, if any, shall be done conforming to BIS Code IS: 9759 (guide lines for de-watering during construction) and / or as per the specifications approved by the Engineer-in-Charge. Design of an appropriate and suitable dewatering system shall be the Contractor's responsibility. Such scheme shall be modified / augmented as the work proceeds based on fresh information discovered during the progress of work, at no extra cost. At all times during the construction work, efficient drainage of the site shall be carried out by the Contractor and especially during the laying of plain cement concrete, taking levels etc. The Contractor shall also ensure that there is no danger to the nearby properties and installations on account of such lowering of water table. If needed, suitable precautionary measures shall be taken by the Contractor. Also the scheme of dewatering adopted shall have adequate built in arrangement to serve as stand-by to attend to repair of pumps etc. and disruption of power / fuel supply. Nothing extra shall be payable on this account.
- (vi) The contractor shall give performance test of the entire installation(s) as per the specifications in the presence of the Engineer-in-charge or his authorized representative before the work is finally accepted and nothing extra what-so-ever shall be payable to the contractor for such test.

#### **SHOP DRAWINGS:**

The bill of quantities, technical specifications and drawings together shall be considered as a tender requirement and the work shall be carried out as per good for construction (GFC) drawings, issued by Engineer-in-charge. The contractor shall study the GFC drawings and taking into account actual site conditions and selected material and requirements shall prepare shop drawings for the following works, as fully coordinated drawings, as given above.

- (a) Aluminium work, Stainless steel work and railing etc.
- (b) Expansion joint work
- (c) Suspended ceiling work, coordinated with all ceiling related services.
- (d) Marble, granite, vitreous, ceramic, tile work details.
- (e) All Electrical work

- (f) AllSanitaryandseweragework
- (g) Allplumbingworks.
- (h) RainWaterPipedetails/position,roofslopesetc.
- (i) Drainagedetails.
- (j) DoorWindowdetails.
- (k) Allsteelfabricationwork.
- (l) PUFpanelceiling/roofingwork.
- (m) Wallpanellingworks.
- (n) Flooringworks.
- (o) Catwalksworks.
- (p) Anyotherworksdetailifrequired.

The shop drawings shall be prepared timely by contractor and submitted to PWD for approval to achieve the milestones provided. Within the time frame agreed with the Engineer-in-charge, the contractor shall prepare shop drawings using latest version of AutoCAD. Shop drawings shall show all layouts, details in plans & sections showing all connections, junctions, bends, supports, clearances, fixing arrangements with dimensions etc. shall be prepared by the contractor on AutoCAD based on the architectural drawings and site measurements.

10. The rates quoted by the contractor shall be taken as net and nothing extra shall be paid on any account i.e. royalty, cartage, GST and stacking at required places & working in restricted area etc.
11. The rates for different items of work shall apply for all heights and depths, leads and lifts unless otherwise specified in the agreement or specifications applicable to the agreement.
12. Any damage done by the contractor to any existing work during the course of execution of the work shall be made good by him at his own cost.
13. Articles manufactured by the reputed firms and approved by Engineer-in-Charge shall only be used. Only articles classified, as 'first quality' by the manufacturers shall be used unless otherwise specified. In case articles bearing ISI certification are not available in the market, quality of samples brought by the contractor shall be judged by standards laid down in the relevant CPWD specifications. For the items not covered by CPWD specifications relevant BIS standards shall apply. The sample of material to be brought to site for use in work shall be got approved from the Engineer-in-Charge before actual execution of work.
14. Samples of materials required for testing shall be provided free of cost by the contractor. Testing charges, if any, shall be borne by the contractor irrespective of the result.
15. The quantities of each item shall not be exceeded beyond the agreement quantities without prior permission of Engineer-in-Charge.
16. Income tax as per Income tax rules, GST as per rules, 1% Labour Cess and 1% water charges (if departmental water used) will be recovered from the gross amount of the bill.
17. Contractor is to make own arrangement of electricity as department is not obliged to provide electricity, However if departmental electricity is used then 1% electricity charges will be recovered from the gross amount of work done but the contractor shall arrange the necessary electrical fittings and cables etc. for taking the electrical power from nearest electrical point to the worksite at his own cost.
18. All types of mortars to be used in the work shall be mixed in the mechanical mixer and hand mixing shall not be permitted.

19. The contractor shall make his own arrangement for getting the permission to ply the trucks from the traffic police or any other authority in this regard.
20. No payments shall be made to the contractor for any damage caused by rain, floods or any other natural causes whatsoever during the execution of work. The damage caused to work shall have to be made good by the contractor at his own cost and no claim on this account shall be entertained.
21. Other agencies may also simultaneously be executing the work of electrification, or external services and other building works for the same building along with this work. The contractor shall afford necessary facilities for the same and no claim in the matter shall be entertained. The contractor shall especially co-ordinate with the other agency carrying out his work.
22. Some restrictions may be imposed by the security staff etc. on the working and or movement of labour and materials, etc., the contractor shall be bound to follow all such restrictions / instructions and nothing shall be payable on this account.
23. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work by storing materials on the road, VIP's corridor extra.
24. The contractor shall be fully responsible for the safe custody of the material issued or brought by him to site for doing the work.
25. Testing of materials:- Samples of various materials required for testing shall be provided free of cost by the contractor unless otherwise specified in the item. Testing charges, if any, shall be borne by the contractor. All other expenditures required to be incurred for taking the samples, conveyance, packing etc. shall be borne by the contractor himself.
26. The rate for all items of work, shall unless otherwise clearly specified include cost of all labour, material and other inputs involved in the execution of the items.
27. The order of preference in case of any discrepancy as indicated in condition no. 5.2 under "Conditions of Contract" given in the General Conditions of contract (Amended up to Date) form may be read as the following.
  - a) Nomenclature of items as per Schedule of Quantities
  - b) Particular specifications
  - c) Special conditions
  - d) Additional conditions (if any)
  - e) Tender Drawings attached (if any)
  - f) CPWD/MoRTH/MoRD/IRC/Tripura PWD Specifications as applicable.
  - g) Contract Clauses of General Conditions of contract (Amended up to Date)
  - h) Architectural/structural drawings and specifications mentioned in drawings
  - i) Indian Standard Specifications of BIS
  - j) Manufacturer's specifications
  - k) Sound engineering practice as per directions of the Engineer-in-Charge.
28. Any reference made to any Indian Standard Specifications and other specifications mentioned in the respective items in these documents, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.

29. The contractor will not have any claim in case of any delay by the Engineer-in-Charge in removal of trees or shifting, removing of telegraph, telephone or electric lines (overhead or underground), water and sewer lines and other structure etc., if any which may come in the way of the work. However, suitable extension of time can be granted to cover such delay.
30. The malba /garbage generated at site due to construction activities shall be removed from the site immediately & shall be disposed off by the contractor to the approved dumping site identified by the Engineer-in-charge. The surplus soil/earth shall be disposed of as per the directions of Engineer-in-charge separately.
31. The contractor shall clean the site thoroughly of scaffolding materials, rubbish, equipment left out of his work and dress the site around the building to the complete satisfaction of the Engineer-in-charge before the work is treated as completed.
32. **Maintenance of Register of Tests**-All the registers of tests carried out at Construction Site or in outside laboratories shall be maintained by the contractor which shall be issued to the contractor by Engineer-in-Charge. Contractor shall be responsible for safe custody of all the test registers.
33. Contractor shall provide permanent bench marks and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings.
34. The contractor shall fully comply with all legal orders and directions of the Public or local authorities or municipality and adhere by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be paid/reimbursed for the same.
35. The building work shall be carried out in the manner complying in all respects with the requirements of the relevant bylaws and regulations of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra shall be paid on this account.
36. The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted by making his own arrangements for water supply, electricity etc. and nothing extra whatsoever shall be payable for the same.
37. It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
38. The entire royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle sand etc. collected by him for execution of the work, directly to the Revenue authority or authorized agents of the State Government concerned or the Central Government, as the case may be.
39. Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
40. The contractor shall be responsible for the watch and ward/guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of

- installationsandthereaftertillthebuildingisphysicallyhandedovertotothe department.Noextrapaymentsshallbemadeonthisaccount.
41. Thecontractorshallbearallincidentalchargesforcartage,storageandsafecustodyof materials issued by department.
  42. Anycementslurryaddedoverbasesurfaceforcontinuationofconcretingforbetter bond is deemed to have been built in the items and nothing extra shall be payable for extracementconsideredinconsumptiononthisaccount.
  43. The contractor shall take instructions from the Engineer-in-charge for stacking of materials. No excavated earth or building materials etc. shall be stacked/collected inareaswhere other buildings, roads, services, compound walls etc. are to be constructed.
  44. Any trenching and digging for laying sewer lines/water lines/cables etc. shall be commenced by the contractor only when all men, machinery's and materials have been arranged andclosing of the trench(s) thereafter shall be ensured within theleastpossible time.
  45. The works shall be carried out in accordance with the Architectural drawings and structural drawings, to be issued from time to time by the Engineer-in-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work and satisfy himself that the informationavailablethereofis complete and unambiguous.The discrepancy,ifany, shall be brought to the notice of the Engineer-in-Charge before execution of the work.The contractor alone shall be responsible for any loss or damage executing by the commencementofworkonthebasisofanyerroneousandorincompleteinformation.
  46. ForCompositeWork,oncompletionofwork,thecontractorshallsubmitathisown cost soft and hard four prints in A2 size of "as built" drawings to the Engineer-in-Charge within 30 days of completion of work. These drawings shall have the following information:
    - (a) Routeofallpipingandtheirdiametersincludingsoilwastepipes&vertical stacks.
    - (b) Groundandinvertlevelsofalldrainagepipestogetherwithlocationsofall manholes and connections upto outfall.
    - (c) Routeofallwatersupplylineswithdiameters,locationofcontrolvalves,access panels etc.
    - (d) Electrical&MechanicalLayoutdrawings
  47. The contractor and/ or his authorized representative should inspect the site order book every day andgotthecompliancenotedby theJE/ AE/ Engineer-in-Charge.
  48. If the work is carried out in more than one shift or during night, no claim on this account shall be entertained.
  49. Thedismantlingwhereverrequiredshallbedoneinamannersothatnootherportions ofthebuildingoritsfixturesaredamaged.Ifanydamageisdonetothebuildingitshall be made good by the contractor at his own cost and no claim whatsoever shall be entertained on this account.
  50. The rates for all items of work shall (Unless clearly specified) include the cost of alllabourmaterialandotheraspectsinvolvedintheexecutionofwork.
  51. Due to Security reason the contractor shall have to arrange time table of labour according to the requirement of security staff and the instructions of the Engineer-in-

Charge. The contractor should see the site before tendering. In the event of any restrictions being imposed by the Security agency, PWD, Traffic or any other authority having jurisdiction in the area on the working or movement of labour /material, the contractorshallstrictlyfollowsuchrestrictionsandnothingextrashallbepayableto the contractor on this account. The loss of time on this account, if any, shall have to be made up by generating additional resources etc.General Security restrictions aregivenas under:

- (a) Due to the site restrictions, there is no possibility for labour huts to be erected at site.
  - (b) Thelabourers/ staff should notbe changed too frequently once the verificationof the character and antecedents is done.
  - (c) Asandwhentherewillbesecurityrequirements,certainadditionalrestriction (s)canbeimposedaspertherequirementofthesituation.
  - (d) Noclaimwhatsoeverwillbeentertainedbythedepartmentonaccountofany restriction (s) imposed by the security agencies in execution of work.
52. The contractor shall be responsible for behaviour and conduct of his worker. No worker withdoubtfulintegrityorhavingabadrecordshallbeengagedbythecontractor.
53. Contractor has to deploy required plant and machinery on the project. Minimum number of plant and machinery to be deployed by him is indicated at Schedule "F". In case the contractor fails todeploy the plant and machinery whenever required and as perthedirectionoftheEngineer-in-charge,he(Engineer-in-charge)shallbeatliberty to get the same deployed at the risk and cost of the contractor.
54. Every precaution must be taken to see that the furniture/ furnishing is properly covered with tarpaulin etc. If necessary, furniture / furnishing shall be removed from the site while carrying out the repair washing work in that case furniture/ furnishing will be placed back.
55. Defectivework,sub-standardworkorworknotdoneaccordingtothespecificationsof thecontractshallbeliableforsummarilyrejectionandshallnotbemeasuredandpaid for.Thisshallbewithoutprejudicetotakinganyotheractionagainstthecontractorin accordance with the other terms and conditions of the contract.
56. The agency can be asked to submit documentary proof of procurement from the mentioned agencies i.e. Bill/ Invoice etc.
57. **QualityAssurance**
- (a) The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance programme within two weeks of the award of work. The quality assurance programme should include method statement for various items of work to be executed along with check lists to enforce quality control.
  - (b) Thecontractorshallgetthesourceofallothermaterials,notspecified elsewhere in the document, approved from the Engineer-in-Charge. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer-in-Charge for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials not specified in the agreement, to be used for the approval of the Engineer-in Charge along with samplesandonceapproved,heshallsticktoit.
  - (c) Thecontractorshallsubmitshopdrawingsofstagingandshuttering

arrangement, aluminum work, and other works as desired by Engineer-in-Charge for his approval before execution. The contractor shall also submit bar bending schedule for approval of Engineer in-charge before execution.

**TestLaboratories:**

- (a) Laboratory at site: The contractor shall establish a testing lab at site and provide testing equipment and materials for the field tests mentioned in the list of mandatory tests given in CPWD Specifications 2019 Vol. 1& 2, MORD/MORTH/IRC specification. Nothing extra shall be payable to him on this account. The representatives of the department shall be at liberty to inspect the testing facilities at site and conduct testing at random in consultation with Engineer in charge. The contractor shall provide all necessary facilities for the purpose.
- (b) OtherLaboratories:  
Thecontractorshallarrange carrying out all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and all expenditure for testing to be incurred for testing of samples e.g. packaging, sealing, transportation, loading, unloading etc. including testing charges shall be borne by the contractor. If the tests, which were to be conducted in the site laboratory are conducted in other laboratories for any the reasons, the cost of such tests shall be borne by the contractor.

**SamplingofMaterials:**

- (a) Sample of building materials fittings and other articles required for execution of work shall be got approved from the Engineer-in-Charge. Articles manufactured by companies of repute and approved by the Engineer-in-Charge shall only be used. Articles bearing BIS certification mark shall be used in case the above are not available, the quality of samples brought by the contractor shall be judged by standards laid down in the relevant BIS specifications. All materials and articles brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work.
- (b) The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material/work beyond set out tolerance limit shall be summarily rejected by the Engineer-in-Charge.
- (c) BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the item/materials. Wherever BIS marked materials are brought to the site of work, the contractor shall if required, by the Engineer-in-Charge furnish manufacturers test certificate to establish that the material produced by the contractor for incorporation in the work satisfies the provisions of BIS codes relevant to the material and/or the work done.
- (d) The contractor shall procure all the materials in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
- (e) All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.
- (f) The contractor shall be fully responsible for the safe custody of the materials issued to him even if the materials are in double lock and key system.
58. The rate of items of flooring is inclusive of providing sunk flooring at bath rooms, kitchen etc. and nothing extra on this account is admissible.

59. Separate cement registers showing the receipt of the OPC and PPC shall be maintained at site. The contractor shall construct separate godown for storage of OPC & PPC at site and nothing extra on this account shall be payable.
60. In case there is any discrepancy in frequency of testing as given in the list of mandatory tests and that in the individual sub-head of work as per CPWD specification 2019 Vol. 1 & 2 the higher of the two frequencies of testing shall be adopted.
61. In case of boundary wall, retaining wall etc. wherever there is level difference in Ground Level, the higher level will be considered as Ground Level for distinguishing the foundation work & super structure work.
62. It is mandatory for contractor to provide shuttering & go for concreting in following manner :-
- (a) Contractor must have shuttering for at least one-third of total footings & pedestal for each block to ensure RCC casting of these footings and pedestal in one go.
  - (b) Contractor must have shuttering for at least one-third of total columns for one floor of each block to ensure RCC casting of these columns in one go.
  - (c) Contractor must have 100% shuttering for beams & slab for one floor of each block to ensure RCC casting of one floor slab & beam in one go.

63. **Specialized Agencies:**

The contractor shall engage specialized agency for carrying out specialized items as listed below, covered in the schedule of Quantity Immediately after award of work, the contractor shall submit for the approval of NIT approving authority, the name of the agency along with their working experience and credentials, presentation on method statement and materials being used for execution of such items etc. Delay on the part of contractor in submitting the proposal for approval of competent authority shall be his responsibility and no extension of time shall be granted on this account.

- Waterproofing treatment work
- Steelwork in steel bridgework, space frames for long span structures, steel towers.
- Special foundations including all types of piles.
- Aluminium door & windows, Structural glazing, ACP works
- RCC Overhead Tank with independent staging.
- Structural Repair and Rehabilitation/Retrofitting works.
- Soil Investigation and Survey Work
- Facade cleaning system and facade cleaning.
- Custom made wooden furniture (factory made).
- Diaphragm walls.
- Post construction Anti-termite chemical treatment.
- Water Treatment Plants
- Security to vacant bungalows/premises.
- Tentage works.
- Washing dry cleaning works.
- Synthetic play area surface for games.
- Environment Impact Assessment Study and Environment Clearance.
- Any other works detail if required

It shall be the responsibility of main contractor to sort out any dispute / litigation with the Specialized Agencies without any time & cost overrun to the Department. The main contractor shall be solely responsible for settling any dispute / litigation arising out of his agreement with the Specialized Agencies. The contractor shall ensure that the work shall not suffer on account of litigation / dispute between him and the specialized agencies / sub-contractor(s). No claim of hindrance in the work shall be entertained from the Contractor on this account. No extension of time shall be granted and no claim whatsoever, of any kind, shall be entertained from the Contractor on account of delay attributable to the selection / rejection of the Specialized Agencies or any dispute amongst them.

64. **Additional Special Conditions For Road & Bridge Works**

Profile measurement shall be basic method for payment of earthwork in filling / cutting.

The Bidder shall be responsible for the true and perfect setting out of the work and correctness of the position, level, and dimensions of all parts of the work. If at any time during the progress of the work shall any error arise in the position, level, or dimensions of any part of the work, 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.

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

In addition to relevant IS codes for mix design of concrete, all details as mentioned in Clause No-6.4 of IRC: 112-2011 and all its sub-clauses including use of chemical admixtures shall be adhered to in case grade of concrete is richer than M-20.

In line with other conditions of contract, a Quality Assurance System Manual should be prepared for bridge works and maintained at site following guidelines given in IRC: 112-2011 against each individual item like concrete, reinforcing steel, form works etc.

Relevant clauses of IRC: SP: 112-2017 i.e., Manual for Quality Control in Road and Bridge Works shall also be applicable.

Before or after submitting the bid, the bidders may inspect sets of relevant drawings available in the Division office viz. existing and proposed alignment of bridge and approaches, proposed GAD of bridge, etc., on written request. The drawings shown or plans enclosed with the bid are liable to be 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.

One set of drawings, on the basis of which actual execution of the work is to be proceeded 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 works. If work gets affected due to delay to issue of drawings, for any particular stage of work the Bidder shall be granted extension of time.

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 alteration 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 in and authority for work in contract.

#### DISCREPANCIES:

In case of discrepancies between drawings the following order of procedure shall apply:

- i. Between the written description of written dimensions in the drawings and the corresponding one in the specifications, the latter shall apply.
- ii. Figured dimensions shall supersede scaled dimensions. The drawings on a larger scale shall take precedence over those on a smaller scale.
- iii. Drawings issued as construction drawings from time to time shall supersede bid drawings and the correspondence drawings previously issued.
- iv. The Bidders 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.

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.

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.

The Bidder shall at all-time 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.

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 is 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.

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

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.

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.

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

The Bidder shall at all time 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.

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 masonry, 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 road is closed to traffic.

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 program for the diversion of traffic on the road shall be drawn up in consultation with the Engineer-In-charge.

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. Warning lights shall be mounted on the barricades at night and kept lit throughout from sunset to sunrise.

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

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, had to take all necessary precautions to protect the work done during the construction period.

The Bidders 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.

The top of concrete in a pile shall be brought above cut-off level to permit removal of all laitance and weak concrete before pile cap is laid. This will ensure good concrete at the cut-off level. Concrete in piles shall be cast up to a minimum height of 600 mm above the designed top level of pile, which shall be stripped off before final set or after 3 days at the time of construction of pile cap. For cast-in-situ driven and bored concrete piles of specified cross-section, the measurement shall be the length in metres of the accepted pile that remains in the finished structure complete in place, limited to that shown on drawings. The reinforcement in the pile shall be exposed for full anchorage length to permit it to be adequately bonded into the pile cap and shall be measured as per relevant sections of the Specifications for Road and Bridge Works published by MoRTH, Government of India.

The contract unit rate for cast-in-situ driven and bored piles shall include the cost of all labour, materials, tools and equipment, and incidentals for doing all the works involved in driving or making bores for cast-in-situ driven and bored concrete piles, cutting off pile heads, all complete in place to the specified penetration of piles, providing temporary liner/casing and its with drawl. All other incidentals involved in conducting routine and initial pile load tests including installation of piles for initial load tests shall also be deemed to be included in the rate and no additional payment shall be made for the same.

Routine and Initial Pile Load Tests shall not be measured for payment unless otherwise specified in the Contract schedule or included in the BOQ for the instant work.

Temporary Diversion for Traffic:

- (a) In case of RCC bridge/ Culvert is constructed in such alignment where there is no existing connectivity like SPT bridge, Bailey bridge or cross drainage structure etc, in that case no needs for construction of diversion structure.
- (b) In case of RCC Bridge/ Culvert is constructed in upstream or downstream of the existing bridge or culvert, in that condition existing structure will serve as diversion structure. The agency should maintain that diversion structure in good condition till completion of the new bridge/ culvert. No extra payment will be made for this work.
- (c) If Bridge/ culvert is constructed in the same alignment of existing

Bridge/culvert then a diversion bridge or culvert will be constructed with approach road having same capacity and width of the existing structure. The diversion structure will be maintained in good condition till completion of new structure. No extra payment will be made for this purpose by the department. The dismantled materials of existing structure are to be handed over to the store yard as decided by the Engineer-in-charge and no extra payment will be made for this work. Consequent upon non-compliance of the same, the department will carry the dismantled materials and stored at PWD stockyard with the risk and cost of the contractor. The cost involvement for carriage of the materials will be recovered from the bill of the contractor.

65. The contractor will take reasonable precautions to prevent his workman and employees from removing and damaging any flora (plant/vegetation) from the project area.
66. The contractor(s) shall execute the work simultaneously at all sites. He has to establish site office along with all necessary arrangements at all sites simultaneously. Staff/labour shall be deployed for each site of work independently by the contractor.
67. The contractor(s) shall cordon off the area suitably so that the other buildings/ offices remains functional during execution of the work. Proper temporary barricading by fencing with G.I. sheets, shall be carried out by the Contractor at the start of work to physically define the boundaries of the plot for restricted entry to only those involved in the work and also to prevent any accidents, at the same time without causing any inconvenience to the traffic and the users of the buildings in the adjacent plots. It shall be done by providing, erecting, maintaining temporary protective barricading of minimum 2.0 metres in height, made in panels, with each panel having MS frames / MS scaffolding pipes of suitable size and stiffness, with 24 gauge thick GI corrugated sheet or suitably stiffened plain GI sheet fixed on frames. Such panels shall be suitably connected to each other for stability with nuts and bolts, hooks, clamps etc. and fixed firmly to the ground about 2 metres spacing, for the entire duration till completion of the work. He shall also provide and erect temporary protective barricades within the plot, if required, to prevent any accident. Temporary protective roofing near the Entrance to the building, under construction, shall be made to protect the visiting officials from getting hurt by falling debris etc. Also, one or more coats of enamel paint of shade as approved and directed by the Engineer-in-Charge shall be applied on the panels and "PWD" shall be painted over that in suitable sizes, shapes and numbers as directed by the Engineer-in-Charge. It shall be dismantled and taken away by the Contractor after the completion of work at his own cost with the approval of the Engineer-in-Charge. Nothing extra shall be payable on this account, unless otherwise specified.
68. The Contractor(s) shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night. In case of any accident of labours/ contractual staff the entire responsibility will rest on the part of the contractor and any compensation under such circumstances, if becomes payable, shall be entirely borne by the contractor.
69. **Recording of Hindrance & Maintenance of Hindrance Register-**  
Whenever any hindrance whether on part of department or on part of contractor, comes to the notice of the Assistant Engineer, he shall at once make a note of such hindrance in the register kept at site, and immediately make a report to the Executive Engineer within a week.

The following points shall be kept in mind while entering the hindrances in the Hindrance Register:

- (i) The entry of date of start of hindrance and date of removal of hindrance shall be made on the same day as the hindrance takes place or the cause of the hindrance is removed, respectively.
- (ii) The Executive Engineer shall work out the over lapping period, net if hindrance and of each hindrance within 15 days of removal of the cause of hindrance.
- (iii) The items of work affected due to any hindrance shall be clearly mentioned in the Hindrance Register by the Assistant Engineer, and the weightages shall be allowed on this basis.
- (iv) Each hindrance shall be entered in the hindrance Register, which shall be authenticated by the Executive Engineer and Contractor.
- (v) The hindrance on part of contractor shall also to be entered in the Hindrance Register.
- (vi) The hindrances shall be recorded carefully in the Hindrance Register after considering its effect on completion of work.
- (vii) Review of hindrance register shall be compulsory in division office by EE at the time of payment of each Running Account Bill and final bill and certificate shall be recorded that all up to date hindrances on part of department and contractor have been recorded in the hindrance register.
- (viii) The net delay on part of department or contractor shall be worked out after considering all the hindrances recorded in the hindrance register.
- (ix) The Superintending Engineer shall review the hindrance Register whenever he visits site of work.

**70. Program Chart:**

The Contractor shall prepare an integrated program chart within seven days of issue of award letter including civil as well as E & M activities for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfilment of the program within the stipulated period and submit the same for approval of the Engineer-In-Charge within seven days of the award of the work. These shall be submitted by the contractor through electronic media besides forwarding hard copies of the same. The integrated program charts so submitted should not have any discrepancy with the physical milestones attached in the contract agreement. The program chart should include the following:-

- (i) Descriptive note explaining sequence of various activities.
- (ii) Construction Program prepared on MS Project/PRIMAVERA Software or any other equivalent software decided by the Engineer-in-Charge, which will indicate resources in financial terms, manpower and specialized equipment for every important stage.
- (iii) Program for procurement of materials by the contractor.
- (iv) Program for arranging and deployment of manpower both skilled and unskilled so as to achieve targeted progress.
- (v) Program of procurement of machinery/equipment having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor.
- (vi) Program for achieving fortnightly micro milestones and periodic milestones.
- (vii) If at any time, it appears to the Engineer-In-Charge that the actual progress of work does not conform to the approved program referred above, the contractor shall

- produce a revised program showing the modifications to the approved program by additional input to ensure completion of the work within the stipulated time.
- (viii) The submission for approval by the Engineer-In-Charge of such program or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.
- (ix) Apart from the above integrated program chart, the contractor shall be required to submit fortnightly progress report of the work in a computerized form on 1st and 16th of every month. The progress report shall contain the following, apart from whatever else may be required as specified above:
- (a) Construction schedule of the various components of the work through a bar chart for the next fortnight (or as may be specified), showing the micro-milestone/milestones, targeted tasks (including material and labour requirement) and up to date progress. At least 10 digital photographs showing all the parts of construction site along with at least 5 minutes video of executions of different items in soft copy has to be submitted in every fortnightly progress report.
  - (b) Progress chart of the various components of the work that are planned and achieved, for the fortnight as well as cumulative up to the fortnight under reckoning, with reason for deviations, if any in a tabular format.
  - (c) Plant and machinery statement, indicating those deployed in the work.
  - (d) Man-power statement indicating:
    - Individually the names of all the staff deployed on the work, along with their designations.
    - No. of skilled workers (trade wise) and total no. of unskilled workers deployed on the work and their location of deployment i.e. blocks.
  - (e) Financial statement, indicating the broad details of all the running account payment received up to date, such as gross value of work done, advances taken, recoveries effected, amount withheld, net payments details of cheque payment received, extra/substituted/deviation items if any, etc.

#### 71. **Safety, Health and Environment**

Over and above the provisions made in PWD Safety Code (part of General Conditions of Contract for PWD works) the following will also be applicable:

In respect of all workmen directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his expense arrange for the safety provisions as per Indian Standard Safety codes shown below and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities, he shall be liable to pay compensations prescribed under Workmen's Compensation Act 1923 as amended from time to time for each default and in addition the Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred on that behalf from the contractor, and no claims whatsoever shall be entertained.

Details regarding some special provisions to be followed by contractor are as follows:

- (a) **Usage of quality Personal Protection Equipment (PPEs)** through approved vendors. PPEs would include amongst others the following items:
  - Safety Helmets.
  - Hearing Protection.

- RespiratoryProtection.
- EyeProtection.
- Protective Gloves.
- SafetyFootwear.
- HighVisibilityClothing(Jacket)withapprovedLogo

Alltheitemsshouldbegotapprovedbeforeissuedtotheuseinthework.Safety Jacket should have PWDLogo as per the size approved.

The contractor shall provide all the PPE (Personnel Protective Equipment) and safety appliances required to carry out the job to all the workmen deployed by the contractor and also ensure that his workmen use those PPE and safety appliances while on the job. The contractor shall not pay any cash amount in lieu of PPE to the workers/sub-contractors and expect them to buy and use during work. If the contractor fails to ensure provision of safety appliances and its workmen do not use the PPE and safety appliances as needed for safe working, the owner may ask the contractor to stop the work and comply with safety requirements first. The contractor shall at all times maintain a minimum of 10% spare PPEs and safety appliances and properly record and show to the Employer during the inspections. Failing to do so shall invite appropriate compensations as per the provisions of under Workmen's Compensation Act 1923 as amended from time to time.

It is always the duty of the contractor to provide required PPEs for all visitors. Towards this required quantity of PPEs shall be kept always at the security post.

#### Colour Coding for Helmet

Safety Helmet Color Code (Every Helmet should have the LOGO* affixed /painted)	Person to use
White	PWD staffs, All Designers, Architect, Consultants, etc.
Violet	Main Contractors (Engineers/Supervisors)
Blue	All Sub-contractors (Engineers/Supervisors)
Red	Electricians (Both Contractor and Subcontractor)
Green	Safety Professionals (Both Contractor and Subcontractor)
Orange	Security Guards/Traffic marshals
Yellow	All workmen
White (with "VISITOR" sticker)	Visitors

Note: LOGO\*

i) Logo shall have its outer dimension 2"X2" and shall be conspicuous.

ii) Logo shall be either painted or affixed.

No word shall come either on Top/Bottom of Logo.

#### (b) Working at Heights:

Contractor shall ensure that work at height is properly planned for any emergencies and rescue appropriately supervised, and carried out in a manner, which is reasonably practicable safe. Contractor shall ensure that work at height is carried out only when the weather conditions do not jeopardize the health or safety of persons involved in the work. Guardrail, Toe-board, Barrier or similar collective means of protection shall be of sufficient dimensions, of sufficient strength and rigidity for the purposes for which they are being used, and otherwise suitable.

Working Platform shall be of sufficient dimensions to permit the safe passage of persons and the safe use of any plant or materials required to be used and to provide a safe working area having regard to the work being carried out there. Possess a suitable surface and, in particular, be so constructed that the surface of the working platform has no gap through which a person, material or object could

fall and injure a person. A working platform and any supporting structures shall not be loaded so as to give rise to a risk of collapse or to any deformation, which could affect its safe use. Strength and stability calculations for scaffolding shall be carried out by the contractor. The dimensions, form and layout of scaffolding decks shall be appropriate to the nature of the work to be performed and suitable for the loads to be carried and permit work and passage in safety.

A personal fall protection system designed for use with an anchor shall be securely attached to at least one anchor, and each anchor and the means of attachment thereto shall be suitable and of sufficient strength and stability for the purpose of supporting any foreseeable loading. Suitable and sufficient steps shall be taken to prevent any person falling or slipping from a personal fall protection system. Any other steps in the opinion of engineer-in-charge suggested will also be taken in Protection system.

Only metal ladders shall be allowed. Any surface upon which a ladder rests shall be stable, firm, of sufficient strength and of suitable composition safely to support the ladder so that its rungs or steps remain horizontal, and any loading intended to be placed on it. A ladder shall be so positioned as to ensure its stability during use. A suspended ladder shall be attached in a secure manner and so that, with the exception of a flexible ladder, it cannot be displaced and swinging is prevented. No interlocking or extension ladder shall be used unless its sections are prevented from moving relative to each other while in use.

(c) **Lifting appliances and gears:**

The contractor shall maintain a register for record of examinations and test details of all lifting appliances. This register should also contain a system of identification of all tools and tackles, its date of purchase, safe working load etc. Contractors can utilize the services of any competent person as defined in Factories Act, 1948 and approved by Chief Inspector of Factories with the permission of the Employer.

(d) **Automatic safe load indicators**

Every lifting appliances and gears like cranes, hydras etc. if so constructed that the safe working load may be varied by raising or lowering of the jib or otherwise shall be attached with an automatic indicator of safe working loads approved by Bureau of Indian standards/

International certifying bodies which gives a warning to the operator and arrests further movements of the lifting parts.

(e) **Qualification of operator of lifting appliances and of signaller etc.**

The contractor shall not employ any person to drive or operate a lifting machine like crane, hydra etc. whether driven by mechanical power or otherwise or to give signals to work as an operator of a rigger or derricks unless he is above twenty-one years of age and possesses a valid heavy transport vehicle driving license as per Motor Vehicle Act and Rules, is absolutely competent and reliable, possesses the knowledge of the inherent risks involved in the operation of lifting appliances by undergoing a formal training at any institution of national importance, is medically examined periodically.

72. **Special Conditions to comply directives of Hon'ble National Green Tribunal and EIA Guidance Manual:**

The contractor shall not store/dump construction material or debris on metalled road.

The contractor shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured by the contractor

that no accidents occur on account of such permissible storage.

The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and /or other similar material to ensure that no construction material dust fly outside the plot area.

The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precaution that the vehicles are properly cleaned and dust free to ensure that en route to their destination, the dust, sand or any other particles are not released in air/contaminate air.

The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.

The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relating to dust emission.

The contractor shall ensure that C&D waste is transported to the C&D Waste site only and due record shall be maintained by the contractor.

The contractor shall compulsorily use of wet jetting grinding and stone cutting.

The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF guidelines, 2010.

The contractor shall carry out on-Road-Inspection for black smoke generating machinery. The contractor shall use cleaner fuel.

The contractor shall ensure that all DG sets comply emission norms notified by MoEF.

The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.

The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.

The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects. The NIT approving authority shall carry out cost benefit ratio analysis of the same.

### 73. **Special Condition for Cement:**

The contractor shall procure 43 grade ordinary Portland cement conforming to IS:8112 /Portland Pozzolana Cement conforming IS: 1489 (Part-I) as required in the work from the reputed manufacturers of cement such as ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement J. K. Cement, Dalmia Cement, Star Cement, TOPCEM Cement or from any other reputed cement Manufacturer having a production capacity not less than one million

tones per annum as approved by Chief Engineer. Supply of cements shall be taken in 50 kg bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so. Every fresh cement batch should be brought to site at least 30 days before they are to be used / consumed in the work.

The cements shall be brought to site in bulk supply of approximately 50 tonnes or as decided by the Engineer-in-Charge.

The cement go-down of the capacity to store a minimum of 2000 bags requirement or lesser by Engineer-in-Charge shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provisions shall be made to the door of cement go-down. The keys of one lock shall remain with Engineer-in-Charge or his authorized representative and keys of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement go-down. The contractor shall facilitate the inspection of the cement go-down by the Engineer-in-Charge or his authorized representatives.

The cements shall be got tested by the Engineer-in-Charge and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The frequency and details of the tests shall be decided by the Engineer-in-Charge depending on the quantum of supply in each batch. The cost of tests shall be borne by the contractor.

The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10A of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 38 of the contract and shall be governed by the conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at rate so prescribed shall be made. In case of excess consumption, no adjustment shall be made. Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge.

Damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within 3 days of receipt of such notice, the Engineer-in-charge shall get it removed at the cost of the contractor.

The cement bags shall be stacked on proper floors consisting of two layers of dry bricks laid on well consolidated earth at a level of at least one foot above ground. The stacks shall be in rows of 2 and 10 bags high with minimum of 0.6m clear. Bags should be placed horizontally continuous in each line. Actual size/shape of go-down shall be as per site requirement and nothing extra shall be paid on this account. The decision of Engineer-in-charge regarding capacity shall be final.

Cement register for the cements shall be maintained at site by the contractor.

The account of daily receipts and issues of cement shall be maintained in the register and signed daily by contractor or his authorized agent.

**74. Special Condition for Steel Reinforcement:**

The contractor shall procure TMT bars of Fe 500D grade or more from reputed producers

The TMT bars procured from producers shall conform to manufacture's specifications.

The specifications of TMT bars procured shall meet the provisions of IS 1786: 2008 pertaining to Fe 500 D or more grade of steel having elongation more than 14.5 % and confirm to other requirements.

The contractor shall have to obtain vouchers and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work.

Samples shall also be taken and got tested by the Engineer-in-charge as per the provisions in this regard in the relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications as defined under para 74.1.1 and 74.1.2 above, the same shall stand rejected and it shall be removed from the site of work by the contractor at his cost within a week time on written orders from the Engineer-in-charge to do so.

The steel reinforcement bars shall be brought to the site in bulk supply of 10 tonnes or more or as directed by the Engineer-in-charge.

The steel reinforcement bars shall be stored by the contractor at site of work in such a way as to prevent their distortion & corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.

For checking nominal mass, tensile strength, bend test, re-bend test etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below:

Size of bar	For consignment below 100 tonnes	For consignment over 100 tonnes
Under 10 mm dia. bars	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
10 mm to 16 mm dia bars	One sample for each 35 tonnes or part thereof	One sample for each 45 tonnes or part thereof
Over 16 mm dia. bars	One sample for each 45 tonnes or part thereof	One sample for each 60 tonnes or part thereof

The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories. The cost of tests shall be borne by the contractor.

The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10A of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 38 of the contract and shall be governed by the conditions laid therein. In case the consumption is less than the theoretical consumption including permissible

variations recovery at the rate so prescribed shall be made. In case of excess consumption, no adjustment needs to be made.

The steel brought to the site and the steel remaining unused shall not be removed from site without the written permission of the Engineer-in-charge.

Steel bars brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.

If the quantity of steel actually used in the work is found to be more than the theoretical quantity of steel including authorized variation, nothing extra shall be payable to the contractor on this account. In the event of it being discovered that after the completion of the work the quantity of steel used is less than the quantity ascertained as hereinbefore provided (allowing variation on the minus side as stipulated in clause 38). The cost of quantity of steel so less used shall be recovered from the contractor at a rate as specified in schedule 'F'. Decision of the Engineer-in-Charge in regard to theoretical quantity of steel which should have been actually used and recovery of the rate specified shall be final and binding on the contractor.

In case the contractor brings surplus quantity of steel the same after completion of the work will be removed from the site by the contractor at his own cost after approval of the Engineer-in-Charge.

Reinforcement including authorized spacer bars and lappages shall be measured in length of different diameters, as actually (not more than as specified in the drawing) used in the work, nearest to a centimeter. Wastage and unauthorized overlaps shall not be measured.

For items executed under the **Tripura Schedule of Rates (Road & Bridge)**, the cost of all incidental materials and activities, including but not limited to wastage, overlaps, couplings, welded joints (if any), spacer bars, chairs, stays, hangers, cover blocks, and annealed steel wire or any other material utilized for binding and proper placement of the reinforcement cage, shall not be separately measured. The cost of these materials and activities shall be deemed to be inherently included in the rates specified for reinforcement.

The standard sectional weights referred to as in CPWD specifications for works 2019 Vol. 1 will be considered for conversion of length of various sizes of MS bars, Tor steel bars and TMT bars into standard weight.

Records of actual sectional weight shall also be kept dia.-wise & lot-wise. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The decision of the Engineer-in-Charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for the purpose. The weight of steel by conversion of length of various sizes of bars based on the actual weighted average sectional weight shall be termed as derived actual weight.

If the derived weight as in para 73.15 above is lesser than the standard weight as in para 73.14 above, the derived actual weight shall be taken for payment.

If the derived actual weight is found more than the standard weight than the standard weight as worked out in para 73.14 above shall be taken for payment.

In such case nothing extra shall be paid for the difference between the derived actual weight and the standard weight.

Mixing of different type of steel / different grades of steel shall not be allowed in the same structural members as main reinforcement to satisfy clause 26.1 of IS:456.

Tolerances on Nominal Mass (individual sample) shall be as under:

Sl.No.	Nominal size mm	Tolerances on the Nominal Mass, percentage
1.	Upto and including 10	-8%
2.	Over 10 upto & including 16	-6%
3.	Over 16	-4%

75. **Special Condition for Structural Steel:**

**GENERAL:**

For all steel related erection & fabrication work, the necessary steel fabrication shop drawing has to be submitted by the contractor/ agency to the Engineer- in-Charge for approval before starting any steel structure related fabrication & erection work.

The Contractor shall submit erection plans prepared by the fabricator for erection of steel bridge superstructures or main members of bridge superstructures, composed of steel, which span between supports, showing a method and procedure of erection, compatible with the details of fabrication. A detailed scheme must be prepared showing stage-wise activities, with complete drawings and working phase-wise instructions. This should be based on detailed stage-wise calculation and take into account specifications and capacity of erection equipment machinery, tools, tackles to be used and temporary working loads as per Codal provisions. The scheme should be based on site conditions e.g. hydrology, rainfall, flood timings and intensity, soil and sub-soil conditions in the river bed and banks, maximum water depth, temperature and climatic conditions and available working space, etc. Unless otherwise provided in the contract, the contractor shall supply and erect all necessary false work and staging and shall supply all labour, tools, erection plant and other materials necessary to carry out the work complete in all respects. The Contractor shall supply all rivets, bolts, nuts, washers, etc. conforming to relevant IS Codes required to complete erection at site. Erection work should start with complete resources mobilised as per latest approved drawings and after a thorough survey of foundations and other related structural work. Before starting work, the Contractor shall obtain necessary approval of the Engineer as to the method adopted for erection, the number and character of tools and plants. The approval of the Engineer shall not relieve the Contractor of his responsibility for the safety of his method or equipment or from carrying out the work fully in accordance with the drawings and specifications. During the progress of work, the Contractor shall have a competent Engineer or foreman in charge of the work, who shall be adequately experienced in steel erection and acceptable to the Engineer. The form work

shall be properly designed, substantially built and maintained for all anticipated loads. The Contractor, if required, shall submit plans for approval to the Engineer. Approval of the plans, however, shall not relieve the Contractor of his responsibility.

Joints in steel section will be done as per steel shop drawing particularly on location specified in the shop drawing.

Detailing of joints to be done as per connection detail provided in the approved shop drawing.

All base plates, anchor bolts and side plates shall be properly grouted (between RCC & steel plate) with non-shrink grout as per standard practice. Generally, the grade of grout is chosen one grade higher than that of RCC column / pedestal.

The end of the RCC column / pedestal shall be machine finished so that there shall be perfect touch between the column section and the base plate. The machine finished surface could be checked by trying to pass a ray of torch. If the light does not pass, the desired machine finished has been achieved.

All steel sections shall be clean, rust free and straightened, if necessary.

Open end of all hollow steel sections shall be sealed with steel plate.

**MATERIAL-STEEL HOLLOW SECTION:**

All Steel Hollow [Square / Rectangular] Section to be used, should conform to Yst310 Grade (or higher grade as specified in the structural/shop drawing) of IS 4923: 2017 [Hollow steel sections for structural use - specification].

All Steel Hollow [Circular] Section to be used, should conform to Yst310 Grade (or higher grade as specified in the structural/shop drawing) of IS 1161: 2014 [Steel tubes for structural purposes - specification].

Marking: Manufacturer name/Logo/Trade-mark shall be embossed on each hollow section. Each hollow section shall have sized designations suitably marked on it. Alternatively, a label containing the particulars may be attached to a bundle of hollow sections. Hollow sections may also be marked with the Standard Mark. Also, hollow sections may be marked with the relevant BIS Standard Mark. These marks shall be checked & verified with the approved structural/ fabrication shop drawing before the starting of erection & fabrication work.

Testing: Random sample of Steel Hollow Section [Square / Rectangular / Circular] for testing shall be collected as per concerned codal procedure and necessary codal specified test shall be done from National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited or, Bureau of Indian Standards (BIS) certified testing facility/laboratory. The test report of steel hollow sections shall be submitted to the concerned design office & get approved before erection & fabrication of structure.

**MATERIAL-STEEL HOT ROLLED SECTION:**

All Hot Rolled Steel Section [Angles, Tees, Beams, Channels, etc.] to be used,

should be minimum Grade "E250 (or higher grade as specified in the structural/fabrication shop drawing), Sub-quality-A" conforming to IS 2062: 2011 [Hot Rolled Medium and High Tensile Structural Steel— Specification].

**Marking:** Each product shall carry a tag or be marked with the manufacturer's name or trade-mark. Designation of steel should also be similarly marked on the product or tag. Every heavy, medium structural mill and plate mill product shall be marked with the cast number. The ends of the rolled products shall be painted with a colour code, as agreed to between the purchaser and the supplier. Also, each section may be marked with the relevant BIS Standard Mark. These marks shall be checked & verified with the approved structural/fabrication shop drawing before the starting of erection & fabrication work.

**Testing:** Random sample of Hot Rolled Steel Section [Angles, Tees, Beams, Channels, etc] for testing shall be collected as per concerned codal procedure and necessary codal specified test shall be done from National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited or, Bureau of Indian Standards (BIS) certified testing facility/laboratory. The test report of Hot Rolled Steel Sections shall be submitted to the concerned design office & get approved before erection & fabrication of structure.

**MATERIAL-STEEL PLATES, STRIPS, SHEETS, BARS & FLATS:**

All steel plates, strips, sheets, bars & flats to be used, should conform to IS 2062: 2011 & IS 1730 :1989.

For plates, strips, sheets & flats, minimum grade of steel to be used should be "E250 (or higher grade as specified in the structural/fabrication shop drawing), Sub-quality-A" unless otherwise specified in steel shop drawing.

**Marking:** Each product (Bars and flats) shall carry a tag bearing the manufacturer's name or trade-mark. Designation of steel should also be similarly marked on the product or tag. Plates and sheets shall be supplied in bundles, and strips in coils. Each bundle a metal tag or adhesive label/sticker bearing the cast number or identification mark or lot number traceable to the cast number and the manufacturer's name or trademark. Alternatively, top sheet/plate shall be legibly marked with the cast number or identification mark or lot number traceable to the cast number, name of the manufacturer or trade-mark. These marks shall be checked & verified with the approved structural/fabrication shop drawing before the starting of erection & fabrication work.

**Testing:** Random sample of plates, strips, sheets, bars & flats for testing shall be collected as per concerned codal procedure and necessary codal specified test shall be done from National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited or, Bureau of Indian Standards (BIS) certified testing facility/laboratory. The test report of plates, strips, sheets & flats shall be submitted to the concerned design office & get approved before erection & fabrication of structure.

**BOLT:**

All fastener bolts, nuts shall be of minimum "Property Class 4.6" (or higher

property class as mentioned in structural/ fabrication shop drawing) and shall conform to latest edition of IS 1367(part 1/ 2 / 3).

All foundation bolts, nuts shall be of minimum "Property Class 4.6" (or higher property class as mentioned in structural/ fabrication shop drawing) and shall conform to IS 5624: 1993 [ Reaffirmed year: 2019].

All fastener hexagonal head bolts, nuts shall be of minimum "Property Class 4.6" (or higher property class as mentioned in structural/ fabrication shop drawing) and shall conform to latest edition of IS 1364(part 1/2/ 3).

Marking: Property class is marked in each bolt head for easy identification of bolt. This shall be checked & verified with the approved structural/ fabrication shop drawing before the starting of erection & fabrication work.

Testing: Random sample of bolts for testing shall be collected as per concerned codal procedure and necessary codal specified test shall be done from National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited or, Bureau of Indian Standards (BIS) certified testing facility/ laboratory. The test report of bolts shall be submitted to the concerned design office & get approved before erection & fabrication of bolts.

#### **WELDING:**

Welding is the process of joining two similar or dissimilar metals by heat or by pressure or by both using a filler metal to achieve a defect less joint having the physical properties similar to that of parent metal.

All welded connections shall be done as per weld size & details specified in steel fabrication shop drawing.

All weldings shall conform to IS 816:1969 [Reaffirmed year: 2013].

Electrodes to be used for mild steel welding shall conform to IS 814: 2004 [ reaffirmed year: 2021] or any other code as per steel fabrication shop drawing and the same shall be selected according to welding procedure and quality thickness of metal to be welded.

All the required stages of inspection on weldings shall be done conforming to IS 822: 1970 [reaffirmed year: 2019] and as per direction of Engg-in-Charge.

All the welding connection Non-Destructive Testing "Die Penetrant Test" shall be done as per IS 3658:1999. Necessary standard correcting measure should be taken at site based on the test report of welding and a Report on total procedure of testing & correcting measure of welding adopted at site shall be submitted to the concerned design office during the process of erection & fabrication of structure.

Correct size / dia. & type of electrode (Rutile covering) should be used.

Damp or damaged electrodes should not be used.

Proper current & voltage should be adjusted with respect to size of electrode and work.

The runs of welding should be in proper number and they should be deposited with adequate arrangement in case of multi-run welds.

Steel sections to be welded should properly be prepared by cleaning, chamfering or profiling for particular type of welding joint.

Welding is not the process of filling gap, so skilled person shall prepare the template & cut/profiling the members / sections to be welded so that no visible gap shall prevails between the members / sections.

A sequence of weldings should be welded to minimise the effect of distortion.

Wherever required, pre or post heating should be resorted to avoid cracking of weld metal.

Before depositing a run, the slag over a bottom run already deposited should be thoroughly chipped and cleaned with wire brush and the weld metal is examined for any defects.

76. **Special Condition for Bitumen/Emulsion:**

Bitumen/ emulsion shall be procured preferably directly from the domestic refineries or private producers. The Contractor shall produce the original bill of Refinery or private producers.

**Specification of Bitumen Binder**

Viscosity Grade Bitumen: Viscosity Grade Bitumen shall conform to the quality characteristics specified in IS: 73 "Paving Bitumen Specification".

Polymer Modified Bitumen (PMB): Polymer Modified Bitumen must meet the requirements outlined in IRC: SP: 53 "Guidelines for the Use of Modified Bitumen in Road Construction." Furthermore, PMB must meet the standards given in IS: 15462 "Polymer Modified Bitumen (PMB)-Specification" for Multiple Stress Creep Recovery.

Rubber Modified Bitumen (RMB): Rubber Modified Bitumen must meet the requirements established in IRC: SP: 53 "Guidelines on the Use of Modified Bitumen in Road Construction."

**Source of Procurement of Bituminous Binder:**

Viscosity Grade Bitumen: Procured preferably directly from the domestic refineries or private producers.

However, use of imported bitumen may be acceptable. The traceability of imported bitumen must be guaranteed. A Manufacturer's Test Certificate (MTC) must be presented with each tanker/ truck load or lot. MTC will also include information such as the name of the origin country, the name of the refinery, the GPS coordinates of the loading and unloading ports, the refining technique used.

Modified Bitumen: To reduce the possibility of separation, modified bitumen (PMB, CRMB) should be obtained only from domestic sources. Furthermore, because not all refineries produce modified bitumen, modified bitumen might be obtained from domestic refineries or private producers.

**Quality Assurance & Quality Control of Bituminous Binder:**

Laboratory for Bituminous Binder Testing: Refineries, producers, manufacturers, and suppliers must have ISO:17025 "General requirements for the competence

of testing and calibration laboratories” certification from NABL. Each piece of equipment must have a current calibration certificate.

Bituminous Binder Quality Assurance and Control: Details of internal quality control by refinery/supplier/producer, repeatability& reproducibility of test results, responsibilities of departmental officers, responsibilities of AE/EE, mandatory testing of sample taken from tankers/ trucks or lot before unloading, and so on for domestically procured viscosity grade bitumen, imported viscosity grade bitumen, and domestically procured polymer modified bitumen are given below. To ensure the quality of bitumen/modified bitumen, the below mentioned SOP must be strictly followed.

**SoPforQA/ & QCofDomesticallyProcuredViscosityGradeBitumen:**

RefineryshallhaveISO:17025certifiedwell-equippedlaboratoryatrefinery itself for internal quality control.

Along with each tanker load or lot, Manufacturer's Test Certificate shall be provided. MTC also have the details such as GPS co-ordinates of loading& unloading locations.

Contractorshallhavewell-equippedlaboratoryatProjectsite.Alltheequipment in the laboratory shall have valid calibration certificate. Before unloading of Bitumen into the storage tank of Hot Mix Plant, it shall be tested for properties such as Viscosity at 60°C, Penetration& Softening Point Test. After satisfactory test results, bitumen shall be allowed for unloading. Other properties test shall be carried out as per frequency specified in relevant Section of MoRD/ MoRTH Specifications for Road and Bridge Works. For projects costing less than Rs 25 Crore(CivilWorksCost),optiontouseanearbyestablishedreputedlaboratory can be given to the contractor in which case such laboratory details should be intimated to EE to plan their random checks.

Every bitumen storage tank of Hot Mix Plant should be clearly labelled with the gradeofbitumenitcontains.Whenthegradeofbitumeninatankischanged,it is important to ensure that the tank is emptied and relabelled before the newgrade is delivered.

Before approval of mix design, Executive Engineer (EE) shall visit the site laboratory (other identified laboratory for projects costing less than Rs. 25 Crore) and ensure that the laboratory is well equipped as per IRC SP: 112. The AE/ EE shallwitnessstestsonqualitycharacteristicssuchasViscosityat60°C, Penetration, Softening Point and Purity Test in her/his presence from random samples.

**SoPforQA&QCofImportedViscosityGradeBitumen:**

InadditiontoQA&QCSoPdetailedabove,followingshallbefollowed:

The supplier importing bitumen shall preferably have its own vessel to ship bitumen. The supplier shall have adequate number of bitumen storage tanks atport of discharge. There shall be no intermingling of bitumen from differentvessels in the storage tank.

SuppliersshallhaveISO:17025certifiedwell-equippedlaboratoryatlocationof

storageforinternalqualitycontrol.

No mixing of bitumen imported and procured from domestic refineries shall be doneinthestoragetankofcontractorathotmixplant.

The supplier of imported bitumen shall be held accountable if bitumen fails tomeet acceptance tests either in contractor's site laboratory or any third party ISO: 17025 certified laboratory.

TheprimershallbecationicbitumenemulsionSS1gradebinder&tackcoatshall be Cationic bitumen emulsion (RS 1) conforming to IS:8887.

**77. SpecialConditionforDesign-mix:**

Designmix istobe carried outasper IS: 10262, IS 456and otherrelevantIS codes/ CPWD Specifications.

Theconcretemixdesign/laboratorytestswithorwithoutadmixtureshallbegotdone by contractor at his own cost and will be carried out by the contractor through Approved Lab/Govt. Engineering Institutions as directed by the Engineer-in-charge.

Thevariousingredientsformixdesign/laboratorytestsshallbesenttothetesthouses through the Engineer-in-Charge and the samples of such aggregate& cement shall be preserved at site by the department.

Thecontractorshallsubmitthemixdesignreportfromanyofaboveapproved laboratory for approval of Engineer-in-Charge within 30 days from the date of issue of letter of acceptance of the tender. No concreting shall be done until the mix design is approved by the Engineer-in-charge.

In case of white Portland cement and the likely use of admixtures in concrete with OPC/whitePortlandcementthecontractorshalldesignandtesttheconcretemixby usingtrialmixeswithwhitecementand/oradmixturealsoforwhichnothingextra shall be payable.

In case of change of source or characteristic properties of the ingredients used in the concrete mix during the work, a revised laboratory mix design report conducted at laboratoryestablishedatsiteshallbesubmittedbythecontractorasperthedirection of the Engineer-in-Charge.

**78. SpecialConditionforWaterProofingTreatment**

The contractor shall associate himself with the specialized firm, to be approved by the Engineer-in-charge in writing, for water proofing treatment for basement/lower ground floor, underground tank and on roofs. Guarantee in theprescribed proforma attachedwithtenderdocumentshallbegivenbythespecializedfirm,foraperiodof tenyears from the date after the defect liability period prescribed in the contract, which shall be counter signed by the contractor as token of overall responsibility. In addition 10% (ten percent) of the cost of water proofing items shall be retained as guarantee to watch the performance of the work done.

However half of this retained amount will be released after five years, if the performanceof the work done is found satisfactory. If however any defect is noticed during the guaranteeperiod,itshallberectifiedbythecontractorwithinsevendaysofintimation. In case it is not attended to, the same will be got done by another agency at the risk and cost of the contractor.

Thisguaranteedepositcanhoweverbereleasedinfullifabankguaranteeofequivalent amount for 10 years is produced and deposited with the department.

**CONTRACT FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER  
PROOFING WORKS**

(BASEMENT/LOWER GROUND FLOOR/UNDERGROUND TANK/ROOF/SUNK FLOOR)

The Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand and \_\_\_\_\_ between \_\_\_\_\_ son \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the Guarantor of the one part) and the HON'BLE VICE CHANCELLOR, TU OF TRIPURA (hereinafter called the Government of the other part).

WHEREAS THIS Agreement is supplementary to a contract (hereinafter called the contract) dated \_\_\_\_\_ and made between the GUARANTOR OF THE ONE part and the Government of the other part, whereby the contractor, inter alia, undertook to render the buildings and structures in the contract recited completely water and leak-proof.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for ten years from the date after the defect liability period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the defect liability period prescribed in the contract.

Provided that the Guarantor will not be responsible for the leakage caused by earthquake or structural defects or misuse of roof for alteration and for such purpose:

- (a) Misuse of roof shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof.
- (b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts.
- (c) The decision of the Engineer-in-charge with regard to cause of leakage/seepage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found, render the building water proof to the satisfaction of the Engineer-in-charge at his cost and shall commence the work for the rectification within seven days from the date of issue of the notice from the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be done by the department by some other agency contractor at the GUARANTOR's risk and cost. The decision of the Engineer-in-charge as to the cost payable by the Guarantor shall be final and binding.

That if guarantor fails to make good all defects or commits breach thereunder then the Guarantor will indemnify the principal and his successors against all loss, damage, cost expense otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Government the decision of the Engineer-in-Charge will be final and binding on the parties.

CONTRACTOR

EXECUTIVE ENGINEER

INWITNESSWHEREOFthesepresentshavebeenexecutedbytheObligator  
\_\_\_\_\_and\_\_\_\_\_by  
\_\_\_\_\_andforandonbehalfoftheHON'BLE VICE CHANCELLOR, TUOFTRIPURA on the  
day, month and year first abovewritten.

SIGNED,SEALEDANDdeliveredbyOBLIGORinthepresenceof:

- 1. ....
- 2. ....

SIGNEDFORANDONBEHALFOFTHEHON'BLE VICE CHANCELLOR, TUOFTRIPURABY\_\_\_\_\_  
\_\_\_\_\_inthepresenceof:

- 1. ....
- 2. ....

**TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION  
IN RESPECT OF ALUMINIUM DOORS, WINDOWS VENTILATORS, STRUCTURAL GLAZING & PVDF  
COATED ALUMINIUM COMPOSITE PANEL WORKS**

The agreement made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_ between \_\_\_\_\_ son of \_\_\_\_\_ (hereinafter called the GUARANTOR of the one part) and the HON'BLE VICE CHANCELLOR, TUOFTRIPURA (hereinafter called the Government of the other part.)

WHEREAS THIS Agreement is supplementary to a contract (Hereinafter called the Contract) dated \_\_\_\_\_ and made between the GUARANTOR OF THE ONE PART AND the Government of the other part, whereby the contractor inter alia, undertook to render the work in the said contract recited structurally stable, leak proof and sound material, workmanship, anodizing, colouring, sealing.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable, leak proof and guaranteed against faulty material and workmanship, defective anodizing, colouring, sealing and finishing for two years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that work executed by him will remain structurally stable, leak proof and guaranteed against faulty material and workmanship, defective anodizing, colouring, sealing and finishing for two years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer-in-charge with regard to nature and cause of defects shall be final. During this period of guarantee, the guarantor shall make good all defects to the satisfaction of the Engineer-in-charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's risk and cost. The decision of the Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all the defects or commits breach thereunder, then the guarantor will indemnify the principal and his successor against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Government, the decision of the Engineer-in-charge will be final and binding on both the parties.

IN WITNESS WHEREOF these presents, have been executed by the obligator \_\_\_\_\_ and \_\_\_\_\_ by \_\_\_\_\_ for and on behalf of the HON'BLE VICE CHANCELLOR, TUOFTRIPURA on the day, month and year first above written.

SIGNED, sealed and delivered by OBLIGATOR in the presence of:

1. \_\_\_\_\_
2. \_\_\_\_\_

SIGNED FOR AND ON BEHALF OF THE HON'BLE VICE CHANCELLOR, TUOFTRIPURA BY \_\_\_\_\_ in the presence of:

1. \_\_\_\_\_
2. \_\_\_\_\_

**Special Condition for Paver Block:-**

1. Specification of paver blocks, testing methodology, sampling, tolerance acceptance criteria etc. should be followed as per IS 15658:2006 (with latest amendment if any).
2. Work should be carried out following the guidelines of IRC: SP: 63-2004 (with latest amendment).
3. Necessary field/laboratory tests shall be carried out by the contractor while executing the work at his own cost.
4. The field/laboratory tests may be conducted in an Engineering college/Govt. registered testing Laboratory as per specification in contract agreement.

CONTRACTOR

EXECUTIVE ENGINEER

**PART- C**  
**FINANCIAL BID**

CONTRACTOR

EXECUTIVEENGINEER



## TRIPURA UNIVERSITY

**FINANCIAL/PRICE BID/BOQ**

**Name of Work: Construction of Partition Wall with Aluminium frames and Transparent Glass and false ceiling in the RFID entrance lobby of CENTRAL LIBRARY Building, Tripura University campus.**

<b>Sl. No</b>	<b>Description of Items</b>	<b>Qty.</b>	<b>Unit</b>		<b>Amount (in Rs.)</b>
	<b>Dismantling of the following Items</b>				
<b>1</b>	<b>A)</b> <b>Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS : 1285, fixing with dash fasteners of required dia and size, including necessary filling up of gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawing and the direction of Engineer in charge. (Glazing and paneling and dash fasteners to be paid for separately) : 16.1.1 For fixed portion of approved quality:- 16.1.1.1 Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15).</b>				
		<b>193.20</b>	<b>KG</b>	<b>₹ 474.10</b>	<b>KG</b>
					<b>Rs. 91,596.00</b>
	<b>B) For shutters of doors, windows &amp; ventilators including providing and fixing hinges / pivots and making provision for fixing fittings wherever required including the cost of EPDM rubber / neoprene gasket required ( Fittings shall be paid for separately ):- Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15).</b>				
		<b>22.00</b>	<b>KG</b>	<b>₹ 555.00</b>	<b>KG</b>
					<b>Rs. 12,210.00</b>
<b>2</b>	<b>Providing and fixing glazing of approved quality in aluminium doors, windows, ventilator, shutters and partition etc. with EPDM rubber / neoprene gasket etc. complete as per architectural drawing and the direction of Engineer-in-charge (Cost of snap beading shall be paid in basic item) :-16.3.2 With float glass panes of 5.5 mm thickness ( weight not less than 13.75 kg / sqm )</b>				
		<b>54.30</b>	<b>SQM</b>	<b>₹ 1,507.30</b>	<b>SQM</b>
					<b>Rs. 81,846.00</b>
<b>3</b>	<b>11.33 Providing and fixing tiled false ceiling of specified materials of size 595x595 mm in true horizontal level, suspended on inter locking metal grid of hot dipped galvanized steel sections ( galvanized @ 120 grams/ sqm, both side inclusive) consisting of main "T" runner with suitably spaced joints to get required length and of size 24x38 mm made from 0.30 mm thick (minimum) sheet, spaced at 1200 mm center to center and cross "T" of size 24x25 mm made of 0.30 mm thick (minimum) sheet, 1200 mm long spaced between main "T" at 600 mm center to center to form a grid of 1200x600 mm and secondary cross "T" of length 600 mm and size 24x25 mm made of 0.30 mm thick (minimum) sheet to be interlocked at middle of the 1200x600 mm panel to form grids of 600x600 mm and wall angle of size 24x24x0.3 mm and laying false ceiling tiles of approved texture in the grid including, required 11.32.1 12.5 mm thick tapered edge gypsum board conforming to</b>				
		<b>60.50</b>	<b>SQM</b>	<b>₹ 1,024.30</b>	<b>SQM</b>
					<b>Rs. 61,970.00</b>

CONTRACTOR

EXECUTIVEENGINEER

4	<b>8.82 Providing and fixing IS : 3564 marked aluminium extruded section body tubular type universal hydraulic door closer with double speed adjustment with necessary accessories and screws etc. complete.</b>					
	2.00	NOS.		₹ 1,327.00	EACH	Rs. 2,654.00
5	<b>8.86 Providing and fixing chromium plated brass 100 mm mortice latch and lock with 6 levers and a pair of lever handles with necessary screws etc. complete (best make of approved quality).</b>					
	2.00	NOS.		₹ 954.00	EACH	Rs. 1,908.00
6	<b>8.79 Providing and fixing bright finished brass handles with screws etc. complete : 8.79.1 125 mm</b>					
	2.00	NOS.		₹ 254.80	EACH	Rs. 510.00
7	<b>8.95 Providing and fixing aluminium tower bolts ISI marked anodised (anodic coating not less than grade AC 10 as per IS : 1868 ) transparent or dyed to required colour or shade with necessary screws etc. complete : 8.95.1 300x10 mm</b>					
	2.00	NOS.		₹ 135.20	EACH	Rs. 270.00
8	<b>8.1 Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position :Local Teak Wood</b>					
	0.30	CUM		₹ 1,06,388.30	CUM	Rs. 31,916.00
					TOTAL	Rs. 2,84,880.00
<b>RUPEES TWO LAKH EIGHTY FOUR THOUSAND EIGHT HUNDRED EIGHTY ONLY</b>						

### GENERAL ABSTRACT OF COST

**Name of Work: Construction of Partition Wall with Aluminium frames and Transparent Glass and false ceiling in the RFID entrance lobby of CENTRAL LIBRARY Building, Tripura University campus.**

Sl. No.	Description of Items	Amount
1	SH: CIVIL WORK	₹ 2,84,880.00
	Total=	₹ 2,84,880.00

**(RUPEES TWO LAKH EIGHTY FOUR THOUSAND EIGHT HUNDRED EIGHTY ONLY)**

CONTRACTOR

Signature Not Verified

Digitally signed by NIRMALYA DEBNATH  
Date: 2026.07.02 15:59:52 IST  
Location: eProcure-EPROC  
EXECUTIVE ENGINEER