

GOVERNMENT OF TRIPURA
PUBLIC WORKS DEPARTMENT
OFFICE OF THE EXECUTIVE ENGINEER,
RESOURCE DIVISION, PANCHAMUKH, AGARTALA.

NOTICE INVITING TENDER NO. 01/EE/RD/2018 -2019

DATED 10-04-2018.

Separate sealed tenders are invited on behalf of the “GOVERNOR OF TRIPURA” from the Manufacturers having ISI Certification for **UPVC pipes and Couplers** at least 3(Three) years proven performance of the product & certificate of current validity up to 3.00 PM on **10-05-2018** in P.W.D Form No 9(Nine) for the supply:-

Sl. No	Description of supply	Estimated Cost	Earnest Money	Time for completion
1.	Procurement of UPVC Pipes of different diameter & Pressure for WR Schemes for West, Khowai & Sepahijala District in Tripura during the year 2017-2018.	Rs. 1,89,67,921/=	Rs. 1,89,679 /-	4 (Four) Months.
2.	Procurement of UPVC Pipes of different diameter & Pressure for WR Schemes for Gomati, and South District in Tripura during the year 2017-2018.	Rs. 1,89,67,921/=	Rs. 1,89,679/=	4 (Four) Months
3.	Procurement of UPVC Pipes of different diameter & Pressure for WR Schemes for North, Unokoti & Dhalai District in Tripura during the year 2017-2018.	Rs. 1,89,67,921/=	Rs. 1,89,679/=	4 (Four) Months

2. For the cases where tender documents will be sold, the tender documents consisting of detailed plans, complete specifications, schedule of quantities of the various classes of work/supply of work to be done and the set of conditions of contract(s) to be complied with, can be obtained on or after **18-04- 2018** from the office of the Executive Engineer, Resource Division, Panchamukh, Agartala or the Superintending Engineer, WR Circle No-1, Kunjaban on any working day during office hours upto **07-05- 2018**.

3. Tenders which shall always be placed in sealed covers with name of work written on the envelope (for each work separately) will be received by the **Divisional Officer , Resource Division, Panchamukh Agartala or the Superintending Engineer, WR Circle No.I, Kunjaban or the Joint resident Commissioner, Tripura Bhavan, 1, Pretoria Street, Kolkata up to 3.00 P.M. on 10-05-2018** and will be opened only by the Executive Engineer Resource Division,Panchamukh on **19-05-2018 at 12.00 A.M.** if possible. If the office happens to be closed on the date of receipt/opening of the tender as specified, the tender will be received / opened on the next working day if possible at the same time and venue. The tender may be submitted by the tenderers either by post or in person. No late receipt of sealed tenders after the stipulated time and date will be entertained. Any tender received after the closing time for submission of tender shall be returned unopened.

4. Tender form can be obtained the office of the Executive Engineer, Resource Division, Panchamukh or the Superintending Engineer, Water Resource Circle No-I on payment of a sum of Rs. 500/- (for estimated cost up to Rs. 1 Lakh), Rs. 1000/- (for estimated cost over Rs. 1.00 Lakhs upto Rs. 50 Lakhs),& Rs. 2500/- (for estimated cost over Rs. 50 Lakhs upto Rs. 2 Crores)5,000,00/- (for estimated cost over Rs. 2 Crores) in cash.

The tender documents can be downloaded from the website www.tripurainfo.com & <http://tenders.gov.in/department.asp?id=1324> And in that case the cost of tender documents should be deposited separately alongwith the tender through demand draft in favour of Executive Engineer,Resource Division,Panchamukh,Agartala. Receipt of application for issue of tender forms will be stopped on **07-05-2018 at 4.00 PM.** and issue of tender forms will be **stopped on 08- 05-2018.**

6. Tender form will be sold & submission of documentary proof (in a shape of attested copy by a Gazetted officer/Notary attested) of valid GST and BIS certificate for UPVC pipes & Coupler at least 3(Three) years proven performance of the product & certificate of current validity . Tenders, which are not in prescribed printed form and are not purchased from the office of the Executive Engineer, Resource Division, Panchamukh or Superintending Engineer, WR Circle No-I, Agartala or downloaded from website shall be rejected at the time of opening of tenders. In case of firms and companies, tendering for the work, those firms and companies shall be registered in India. The condition regarding GST etc. enumerated above will equally apply in case of firms and companies.

7. The manufacturer having NSIC Registration Certificate of outside of Tripura also should have to deposit earnest money in the shape of Deposit at Call or Demand Draft with validity of 6 (Six) months in favour of the Executive Engineer, Resource Division, Panchamukh, otherwise the tender of such manufacturer will be treated as informal.

8. The manufacturer having the manufacturing licence of UPVC pipes as per IS: 4985:2000 with latest amendments IS:10124:1988 (P-2) with ISI Mark if any and also having at least 3 (Three) years proven performance certificate of product with in preceding 5 (Five) years prior to this tender is entitled to compete this tender. The certificate should be issued by an officer not below the rank of Executive Engineer of Central/State Government Department, Government Organisation and PSUs.

9. In case of any dispute arising out of this tender, the same will be settled within the jurisdiction of Agartala only.

10. This PNIT and tender document may also be seen and download from the website: www.triputainfo.com & <http://tenders.gov.in/department.asp?id=1324>

(Er. D Majumdher)
Executive Engineer
Resource Division, Panchamukh,
Agartala, Tripura
For and on behalf of the “Governor of Tripura

(Coned. p/3)

Memo No. F. EE/ RD/ TECH/ 1(Pt- XXVII)/102-132

Dated Agartala, the 10th April, 2018.

Copy to:-

1. The Director of Information, Cultural Affairs and Tourism, Agartala for arranging publication as mentioned below:-
 - (a) 4 (Four) local leading News Papers as per Format "A" (Six copies enclosed)
 - (b) 2(Two) National Dailies as per Format- "B" (4 copies enclosed) and
 - (c) At Website : www.tripurainfo.com Format (a soft detailed copy on a CD is enclosed).

You are also requested to send paper cutting of newspapers at free of cost in which notice has been published.

2. The Superintendent, Printing & Stationary Department, Agartala for arranging publication in the next issue of Tripura Gazette. (Encl: - As Stated).
- 3-5. The Chief Engineer, PWD(R & B)/Water Resource/DWS Agartala, Tripura for favour of kind information please.
6. The Superintending Engineer, WR Circle No- I, Kunjaban, Agartala for favour of kind information please. The provision for selling and dropping of tender in his office has also been kept as per approved D'NIT.
- 7-14. The Superintending Engineer, WR. Circle No- II/III, Kumarghat/ Udaipur/ WR Planning Circle, Kunjaban / DWS Circle No- I /II/ III/IV Agartala/ Ambassa/ Udaipur,/Kumarghat/ DWS Planning Circle Kunjaban, Agartala for favour of kind information please.
15. The Joint Resident Commissioner, Tripura Bhavan, 1 Pretoria Street, Kolkata – 700 071. Dropping provision of tender document are kept in your office.
- 16-23. The Executive Engineer, Water Resource Division No-I/II, Investigation Division, Agartala, W.R. Division Udaipur, Belonia, Kamalpur, Kailashahar, & Pecharthal for information.
- 24-25. The Assistant Engineer, Resource Sub-Division, Agartala / Dharmanagar for information.
- 26-29. The Divisional Accountant/Cashier/Notice Board/Office copy.
30. All Tripura Contractors' Association, Akhaura Road, Orient Chowmuhani, Agartala.
- 31 The Assistant Engineer, Nodal Officer of this Division for up-loading the tender in the Govt. Website (Encl: : Hard copy of PNIT&DNIT)

Executive Engineer
Resource Division, Panchamukh,
Agartala, Tripura (W).

FORMAT "A"
(For publication in
the Local News Paper)

GOVERNMENT OF TRIPURA
PUBLIC WORKS DEPARTMENT

NOTICE INVITING TENDER NO. 01/EE/RD/2018 -2019

DATED 10-04-2018.

Separate sealed tenders are invited on behalf of the "GOVERNOR OF TRIPURA" from the Manufacturers having ISI Certification for **UPVC pipes and Couplers** at least 3(Three) years proven performance of the product & certificate of current validity up to 3.00 PM on **10-05-2018** in P.W.D Form No 9(Nine) for the supply:-

Sl. No	Description of supply	Estimated Cost	Earnest Money	Time for completion
1.	Procurement of UPVC Pipes of different diameter & Pressure for WR Schemes for West, Khowai & Sepahijala District in Tripura during the year 2017-2018.	Rs. . 1,89,67,921/=	Rs. 1,89,679 /-	4 (Four) Months.
2.	Procurement of UPVC Pipes of different diameter & Pressure for WR Schemes for Gomati, and South District in Tripura during the year 2017-2018.	Rs. 1,89,67,921/=	Rs. 1,89,679/=	4 (Four) Months
3.	Procurement of UPVC Pipes of different diameter & Pressure for WR Schemes for North, Unokoti & Dhalai District in Tripura during the year 2017-2018.	Rs. 1,89,67,921/=	Rs. 1,89,679/=	4 (Four) Months

For Details Please Visit: <http://tenders.gov.in/department.asp?id=1324> or www.tripurainfo.com or Office of the undersigned.

(Er D.Majumdher)
Executive Engineer,
Resource Division,Panchamukh,
Agartala,Tripura(W).

Memo No. F. EE/ RD/ TECH/ 1(Pt-XXVII)/102-132

Dated Agartala, the 10th April, 2018.

Copy to:-The Director of Information, Cultural Affairs and Tourism, Agartala for arranging publication as mentioned below:-

- 4(Four) local leading News Papers as per Format "A" (6 copies enclosed)
- At Website: www.tripurainfo.com as per Format (a soft detailed copy on a CD disk (Enclosed).

You are also requested to send paper cutting of newspapers at free of cost in which notice has been published

Executive Engineer,
Resource Division, Panchamukh,
Agartala, Tripura (W)

FORMAT "B"
(For publication in
the National Dailies)

GOVERNMENT OF TRIPURA
PUBLIC WORKS DEPARTMENT

The Executive Engineer, Resource Division, Panchamukh, Agartala, Tripura West invites Separate sealed tenders are invited on behalf of the "GOVERNOR OF TRIPURA" for the UPVC pipes as per IS: 4985:2000 with latest amendments. IS:10124:1988 (P-2) upto 3.00 PM on 10-05-2018 in P.W.D Form No 9 (Nine) for the supply against Press NIT No 01/EE/RD/2018-19 Dated 10-04-2018 for "Procurement of UPVC Pipes of different diameter & Pressure for WR Schemes for West, Khowai, & Sepahijala District in Tripura during the year 2017-18. Estimated cost Rs. 1,89,67,921/-, Earnest money Rs. 1,89,679/- & time for completion:- 4 (Four) months." & "Procurement of UPVC Pipes of different diameter & Pressure for WR Schemes for Gomati and South District in Tripura during the year 2017-18. Estimated cost Rs. 1,89,67,921/-, Earnest money Rs. 1,89,679/- & time for completion:- 4 (Four) months" and "Procurement of UPVC Pipes of different diameter & Pressure for WR Schemes for North Unakoti & Dhalai District in Tripura during the year 2017-18. Estimated cost Rs. 1,89,67,921/-, Earnest money Rs. 1,89,679/- & time for completion:- 4 (Four) months." For Details Please Visit: <http://tenders.gov.in/department.asp?id=1324> or www.tripurainfo.com

(Er. D. Majumdher)
Executive Engineer,
Resource Division, Panchamukh,
Agartala, Tripura (W).

Memo No. F. EE/ RD/ TECH/ 1(Pt-XXVII)/102-132

Dated Agartala, the 10th April, 2018.

Copy to:-The Director of Information, Cultural Affairs and Tourism, Agartala for arranging publication as mentioned below:-

- (a) 2(Two) National Dailies as per Format "B" (4 copies enclosed). And
- (b) At Website: www.tripurainfo.com as per Format (a soft detailed copy on a CD disk (Enclosed).

You are also requested to send paper cutting of newspapers at free of cost in which notice has been published.

Executive Engineer,
Resource Division, Panchamukh,
Agartala, Tripura (W).

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TENDER DOCUMENT OF UPVC PIPES

**GOVERNMENT OF TRIPURA
OFFICE OF THE CHIEF ENGINEER
PUBLIC WORK DEPARTMENT, (WATER RESOURCE)
KUNJABAN, AGARTALA, TRIPURA (WEST)**

DRAFT N.I.T. NO. 01 /CE/PWD (WR)/DNIT/2017-2018.

NAME OF WORK - Procurement of UPVC. Pipes of different diameter & pressure for WR Schemes for West, Khowai, Sepahijala, District in Tripura during the year 2017 -2018.

ESTIMATED COST

PUT TO TENDER : - ` 1,89,67,921/- (Rupees One Crore, Eighty nine Lacs Sixty seven Thousand Nine Hundred twenty one) only

EARNEST MONEY;- Rs. 1,89,679/-

TIME FOR COMPLETION: - 04 (Four) Months.

D.N.I.T

NAME OF WORK :- Procurement of UPVC. Pipes of different diameter & pressure for WR Schemes for West, Khowai, Sepahijala, District in Tripura during the year 2017 -2018.

ESTIMATED COST PUT TO TENDER:- ` 1,89,67,921/- (Rupees One Crore, Eighty nine Lacs Sixty seven Thousand Nine Hundred twenty one) only

EARNEST MONEY:- Rs. 1,89,679/-

TIME FOR COMPLETION: - 04 (Four) Months.

No. DNIT/ 01 /CE/PWD (WR)/DNIT/
2017-2018.

This Tender document 25 (Twenty Five)
Nos. of written pages only.

ISSUED TO: - M/S.

Executive Engineer,
Resource Division, Panchamukh.
Agartala, Tripura.

TENDER DOCUMENT

Name of Work:	- Procurement of UPVC. Pipes of different diameter & pressure for WR Schemes for West, Khowai, Sepahijala, District in Tripura during the year 2017 - 2018.
Notice Inviting Tender No :	01 /EE/RD/2019 - 2019 , dated 10-04-2018
Tender Documents available :	Upto 07 - 05 - 2018 . Between 10 AM to 5 PM except Sunday and other Govt. Holidays.
Last Date of receiving of tender documents. :	Upto 3.00 P.M. on 10-05-2018.
Opening date of tender :	12.00 Hrs. on 19-05- 2018. If possible, otherwise on the next working day.
Name of Purchaser :	W.R. Wing, P.W.D, Govt. of Tripura on behalf of the Governor of Tripura.
Invited by :	Executive Engineer, Resource Division, Panchamukh, P.O. A.D. Nagar, Agartala, West Tripura – 799 003. Phone No.0381-237 5187

Contractor

Executive Engineer,

(Contd. P/2)

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Contractor.

Executive Engineer,

(Contd..P/3..)

GOVERNMENT OF TRIPURA
PUBLIC WORKS DEPARTMENT

NOTICE INVITING TENDER NO.01 /EE/RD/ 2017-18

DATED, 10/04/2018

Separate sealed tenders are invited on behalf of the “GOVERNOR OF TRIPURA” from the Manufacturers having ISI Certification for **UPVC pipes and Couplers** of current validity upto **3.00 PM** on **10-05-2018** in P.W.D Form No 9(Nine) for the supply:-

SL. No.	DESCRIPTION OF SUPPLY	ESTIMATED COST	EARNEST MONEY	TIME FOR COMPLETION
1.	Procurement of UPVC. Pipes of different diameter & pressure for WR Schemes for West, Khowai, Sepahijala, District in Tripura during the year 2017 -2018.	₹. 1,89,67,921/-	₹. 1,89,679/-	4 (Four) Months.

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4. Tender form can be obtained the office of the Executive Engineer, Resource Division, Panchamukh or the Superintending Engineer, Water Resource Circle No-I on payment of a sum of Rs. 500/- (for estimated cost up to Rs. 1 Lakh), Rs. 1000/- (for estimated cost over Rs. 1.00 Lakhs upto Rs. 50 Lakhs), & Rs. 2500/- (for estimated cost over Rs. 50 Lakhs upto Rs. 2 Crores) 5,000,00/- (for estimated cost over Rs. 2 Crores) in cash.

The tender documents can be downloaded from the website www.tripurainfo.com & <http://tenders.gov.in/department.asp?id=1324> And in that case the cost of tender documents should be deposited separately alongwith the tender through demand draft in favour of Executive Engineer, Resource Division, Panchamukh, Agartala. Receipt of application for issue of tender forms will be stopped on **07-05-2018 at 4.00 PM.** and issue of tender forms will be **stopped on 08-05-2018.**

Contractor

Executive Engineer

(Contd.....p/4)

5. The contractor shall not be permitted for works in the Tripura, P.W.D. Circle responsible for award and execution of contract in which near relative is posted as Divisional Accountant / as an officer in any capacity between the Grades of Superintending Engineer, and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or any subsequently employed by him and who are near relatives of any Gazetted officer in the Tripura P.W.D. Any breach of these conditions by the contractor would render him liable for removal from the approved list of contractors of this Department.

6. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Tripura shall be allowed to work as contractor for a period of two years of his retirement from Government Service without the prior permission of Government of Tripura. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of Tripura as aforesaid, before submission of the tender or engagement in the contractor service, as the case may be.

7. (a) Tender form will be sold on submission of documentary proof (in a shape of attested copy by a Gazetted officer/Notary attested) of valid **GST** and valid manufacturers certificate for UPVC pipes. Tenders, which are not in prescribed printed form and are not purchased from the office of the Executive Engineer, Resource Division, Panchamukh or Superintending Engineer, WR Circle No-I, Agartala or downloaded from website shall be rejected at the time of opening of tenders. In case of firms and companies, tendering for the work, those firms and companies shall be registered in India. The condition regarding **GST** enumerated above will equally apply in case of firms and companies.

(b) Tender documents should be sold to only those contractors who fulfill the eligibility criteria set out in the Press Notice and who are not relative of Divisional Accountant or Superintending Engineer or Executive Engineer/Assistant Engineer/Junior Engineer of the circle in which the work is to be executed.

8. (a) The contractor shall quoted the rates and amounts tendered by them both in figures as well as in words. The amount for each item shall be worked out and requisite totals shall be given. When a Contractor signs a tender in Indian language the rate and amount of tender shall also be written in that language. In such cases, the rates and amount tendered shall be attested by a witness.

(b). Special care shall be taken so that the rates and amounts are always written both in figures and words in such a way that interpolation is not possible. In case of figure, the words Rs. should be written before the figure and paise at the end (Viz Rs.250.50 p). In case of rate or amount in words, the words Rupees should precede and the word only shall be written at the end (Viz Rupees two hundred fifty and paise fifty) only.

(c). Item(s) for which no rate or price has been entered by the contractor / Agency shall not be paid for and shall be deemed covered by the other rates / prices in the contract.

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

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

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

Contractor

Executive Engineer

(g). All corrections to rates and amounts in the tender shall be initialed by the contractor. Every pages including the blank pages of tender document shall be signed by the contractor.

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

9. (a). **Earnest Money @ 1 (One) %** of the estimated cost put the tender without selling limit shall be deposited in any scheduled Bank of India guaranteed by the Reserve Bank of India **in the shape of “Deposit at Call” or “Demand Draft” with validity a sum total of continuous 6 (six) months** in favour of the Executive Engineer, Resource Division, Panchamukh Agartala. The Deposit at Call and Demand Draft must be submitted along with the tender. **Earnest Money in any other form will not be accepted.** Tender without Earnest Money, unless exempted, shall be summarily rejected.

(b). Diploma & Degree Engineers enlisted in Class – V and Class-IV (B) respectively will be exempted from depositing Earnest Money along with tender on works costing upto Rs.1 lakh & 2.50 Lakhs respectively.

(c). Contractor exempted from depositing Earnest Money in individual case shall attach with the tender an attested copy of the letter exempting the contractor, from depositing earnest money.

(d). The contractor / Agencies exempted from depositing Earnest Money along with submission of tender by any order of Government of Tripura, will have to deposit 1% of the estimated cost in the shape of “Deposit at Call” and demand draft as stated in clause 9(a) above in favour of Executive Engineer, Resource Division, Agartala before issuance of work order.

10. The security deposit will be 10% of the contract value. The security deposit will be collected by deduction from the running bills of the contractors at the rate mentioned below and the earnest money will be treated as part of security deposit. A sum of @ 10% of the gross amount of the bill of the contractor till the sum along with the earnest money equal to amount of 10% of the tender value of the work subject to the following limit.

- (a). Tender value upto Rs. 100.00 Lakhs – Security Deposit @ 10% subject to a maximum of Rs. 5.0 Lakhs.
- (b). Tendered value above Rs. 100.00 Lakhs upto Rs. 200.00 Lakhs – Security Deposit @ 10% subject to a maximum of Rs. 15.0 Lakhs.
- ©. Tendered value above Rs. 200.00 Lakhs Security Deposit @ 10% subject to maximum 25.00 Lakhs.

11. Earnest Money of the unsuccessful tenderer/tenderers will be refunded on finalization of tender or expiry of validity period whichever is earlier.

Contractor

Executive Engineer

12. If any tenderer withdraws his tender within the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to the Department then the Government shall, without prejudice to any other right or remedy be at liberty to forfeit 50 (fifty) % of the earnest money absolutely.
13. The accepting authority reserves the right to accept / reject any / all tenders without assigning any reason.
14. Tenders which do not fulfill any of these conditions or are not complete in any respect, are liable for summary rejection.
15. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resorts to canvassing will be liable for rejection.
16. The contractor shall read the specifications carefully before submitting the tender.
17. The whole work may be split up between two or more contractors or accepted in part and not in entirety, if considered expedient.
18. The Contractor's responsibility for this contract shall commence from the date of issue of acceptance order of tender.
19. Letters etc. found in the tender box raising or lowering the quoted rates or dealing with any other point in connection with the tender shall not be considered.
20. **GST & any other Duties, Royalties etc.** on materials any works in respect of this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in this respect. Tenderer, shall note this, at the time of quoting rates and prices.
21. In case the contractor fails to commence work specified in the tender document on 15(Fifteen) days or such time periods as mentioned in letter of award after the date on which the Engineer-in-charge issuing written order to commence the work, or from the date of handing over of the site, whichever ever is later, the Government shall without prejudice to any other right or remedy be at liberty to forfeit whole of the earnest money absolutely.
22. All work shall be carried out in accordance with the Tripura P.W.D. specification and where Tripura PWD specification is silent the specifications of CPWD/CPHEEO/CWC/MORT & H / B I S, or if any specified separately will be followed.
23. No labour under 14 years of age shall be employed in the work and all labourers employed shall be paid at the rates not less than those approved by Government of Tripura. Fair wage clause and relevant orders of the Government of Tripura, will be binding on the contractor.
24. All tools, plants and implements required for the construction of the work except those mentioned to be supplied by the Department on hire charges will have to be arranged by the contractor at his own cost.

Contractor

Executive Engineer

25. No claim for idle labourers and establishment will be allowed on account of delay in supply of departmental tools, plants and materials.
26. Contractor shall be responsible for shortage or wastage of Departmental materials if issued to the contractor.
27. Recovery of surplus quantity of materials issued but not returned shall be made from the contractor's bill at double the issue rate of materials.
28. No transfer of Earnest Money from any amount already at the credit of tenderers (as Earnest Money or Security Deposit in connection with the other works) will be allowed.
29. Contractors are to arrange all materials for works including stipulated materials, if not available in the store at any time. However no difference of cost between the market rate & issue rate will be allowed.
30. Contractors shall have to submit working programme with Bar Chart within 15 days time of work order for works costing more than Rs.30.00 lakhs. Otherwise his order may be cancelled.
31. No non-Indian national labourers who do not possess valid passport and visa will be allowed to work under any contractor, otherwise the contract will be cancelled.
32. The tender for the work shall not be witnessed by a contractor or contractors who themselves has/ have tendered or who may and has/ have tendered for the same work. Failure to observe this condition shall render tenders of the contractors/ tenderers as well as those witnessing the tender, liable for summary rejection.
33. Before submitting tenders, the tenderers are to satisfy themselves by actual visit to the site of work as regards the prevailing conditions of approaches and roads and availability of labourers and materials etc. and tenderers submitting tenders shall be deemed to have done so. No claim on the above account will be entertained afterwards.
34. **G,S,T (Goods Service Tax)/ is also applicable for Tripura based industrial units and it will be realized as per rule of the G.S.T.**
35. The tender for the works shall remain open for acceptance for a period of 180(One hundred eighty) days from the last date of submission of tender.
36. Schedule of Payments:
- (a). For work costing upto Rs.1.00 lakhs - First & Final Bill.
 - (b). For work costing Rs.1.00 lakhs to Rs.10.00 lakhs – Running Account Payment Bill shall not be less than Rs.1.00 lakhs per Bill.
 - (c). For work costing Rs.10.00 lakhs to Rs. 1.00 Crore – Running Account Payment Bill shall not be less than Rs.2.00 lakhs.
 - (d). For work costing above Rs. 1.00 Crore to Rs. 5.00 Crore – Running Account Payment bill shall not be less than 60.00 lakhs.
37. In addition to special conditions, general conditions etc. of Tripura PWD Form No-9 with up to date correction slip will also form a part of the tender.

Contractor.

Executive Engineer,

SCHEDULE OF SUPPLY

Name of Work: - Procurement of UPVC. Pipes of different diameter & pressure for WR Schemes for West, Khowai, Sepahijala, District in Tripura during the year 2017 -2018.

ITEM NO-1.

Supply of unplasticized PVC pipes of different diameter and pressure for different WR. Schemes in Tripura **with ISI mark** for Irrigation water supply as per specification No. **IS: 4985:2000** (with latest amendment) with required quantity of couplers conforming to **IS: 10124: 1988(P -2) with ISI Mark** and Cement Solvent required for jointing the pipes as per specification No. **IS: 14182:1994 with ISI Mark** including, **carrying of the materials by road (by truck)**, all kinds of loading, unloading, stacking properly at destination, measurement etc. complete as per direction of the Engineer-in-charge.

A. At Panchamukh, storeyard of Assistant Engineer, Resource Sub-Division, Agartala.

Sl. No.	Description	UNIT	Quantity	RATE PER MTR.	AMOUNT
2.5.00 Kg/cm² pressure					
i.	90 mm OD	Metre	5,000 m.	@ Rs. (Rupees)only	Rs.
ii.	110 mm OD	Metre	16,200 m.	@ Rs. (Rupees)only	Rs.
iii.	140 mm OD	Metre	16,200 m	@ Rs. (Rupees)only	Rs.
iv.	160 mm OD	Metre	16,200 m	@ Rs. (Rupees)only	Rs.
v.	200 mm OD	Metre	9,200 m	@ Rs. (Rupees)only	Rs.
4.00 Kg/cm² pressure					
Vi	250 mm OD	Metre	3,300 m	@ Rs. (Rupees)only	Rs.
vii	315 mm OD	Metre	3,300 m	@ Rs. (Rupees)only	Rs.

Contractor.

Executive Engineer.

(Contd. p/9)

DECLARATION OF THE CONTRACTOR

I/We hereby declare that I/We have personally gone through the pamphlet containing general directions and conditions attached to PWD Form No.9 (Modified) and also the clauses of the attached detailed N I T for the work and I/We do agree to abide by the rules and regulations and conditions therein including upto date modification made by the Government of Tripura.

Contractor.

Executive Engineer,

SPECIAL TERMS AND CONDITIONS

1. UPVC pipes shall conform to IS: 4985:2000 with latest amendment if any.
2. Supply shall be restricted to the manufacturers of UPVC pipes and couplers having License for ISI Marking.
3. Couplers may be of same classification or of higher classification but with I S I Marking.
4. If authority desire to distribute the supply among different agencies, the firm is to accept the quantities of pipes and sizes allotted to him irrespective of telescopic sizes. No condition what-so-ever in this respect will be entertained. Tender having any condition regarding telescopic sizes will be rejected.
5. Materials shall be required to be inspected by wings of CIPET, Bhubaneswar before the materials are actually despatched. Copies of inspection notes are to be submitted along with the bill for payment. The inspection charge will have to be borne by the supplier. Materials should be stamped by CIPET as token CIPET approval.

Contractor.

Executive Engineer,

(Contd.P/10)

6. The rates shall be quoted inclusive of all taxes & other duties, incidental charges, stacking, cutting charge carriage, loading, unloading measuring etc. No "D" Form related to GST will be issued by the Department.

7. No price escalation, whatsoever will be allowed.

8. Place of delivery & mode of dispatch: - All materials are to be despatched by Road , Transport through truck only for delivery to Concern Sub-Division.

9. The pipes shall be supplied in straight length of 3, 4, 5 and 6 meters. In case of any broken and/ or damaged pipes between 3 to 4,4 to 5 and 5 to 6 meters are delivered the supplier(s) shall be responsible for cutting the broken/ damaged UPVC pipes to the serviceable straight length of 3,4 and 5 meters as directed by the Engineer-in-Charge within 15 (Fifteen) days from the date of delivery of the materials at no extra cost, other wise the same will be straight way rejected.

10. The pipes shall be supplied with both end plain. One coupler should be supplied for each standard length of pipe along with necessary Solvent Cement for jointing without extra cost. Solvent Cement with ISI marking should be supplied in airtight & fireproof sealed Container not exceeding 10 Kg. each. The minimum quantity of Solvent Cement for jointing should be worked out as shown below:-

Sl.No.	Outer Dia. Of PVC Pipes	Solvent cement required
1.	90 mm O D	1 kg for 79 joints of Pipes
2.	110 mm O D	1 Kg for 54 joints of Pipe
3.	140 mm O D	1 Kg for 36 joints of Pipe
4.	160 mm O D	1 Kg for 27 joints of Pipe
5.	200 mm O D	1 kg for 15 joints of pipe
6.	250 mm O D	1 Kg for 9 joints of Pipe
7.	315 mm O D	1 Kg for 5 joints of Pipe

11. Any materials supplied if found, not conforming to proper specification/ damaged/ broken may be rejected and the same will have to taken back by the supplier concerned at their own cost within 15 (Fifteen) days time from the date of receipt of intimation from the Executive Engineer, Resource Division, Agartala. In case of failure of the supplier to take back such materials subsequent decay and damage whatsoever will be at contractor's risk and cost.

12. If the Department feels necessary or otherwise at the time of dispute / confusion before taking measurement of the materials, it can perform necessary test as per relevant IS Code and the acceptance of the materials will be judged on the result of the tests performed Departmentally, and this will be binding on the firm. The expenditure of such Departmental test will however be borne by the Department.

Contractor.

Executive Engineer.

13. Copies of inspection note/certificate of CIPET, Bhubaneswar and the suppliers lorry wise challans and invoices are to be submitted to the respective stores at the time of delivery of the materials. Signed copies of challans & the copy of the inspection reports are to be submitted alongwith the bill(s) for payment.
14. The tenderers are to submit the Zerox copies of GST,PAN Card and BIS license of current validity all duly attested by Notary, at the time of purchase of tender documents and also along with tender
15. The successful tenderer shall be required to enter into a formal agreement to be executed in PWD Form – 9 and to comply with all Terms & Conditions as per clauses provided in the agreement.
16. The tenderer must complete all the column as per tender enquiry and tender schedule duly filled in and unless the tender is accompanied with the complete particulars / documents, their tender is liable to be rejected.
17. The payment will be made after physical receipt of the specified materials conforming to IS: 4985:2000. IS: 10124:88(Pt-2) and IS: 14182:1994 guided by measurement in Measurement Book by the receiving officer **& availability of fund.**
18. The composition of the pipes and sockets should be such that finished product should have density in between 1.40 to 1.46 Gm/cu.cm and which will be measured at site if necessary.
19. MARKING.
Each pipe shall be clearly and indelibly marked at intervals of not more than three meters.

The marking shall show the following.

- (a). The manufacturer's name or trade mark on each pipe and socket.
- (b). The outside diameter;s of pipe and size of socket.
- (c). Batch number.
- (d). Class of pipes & socket.
- (e). ISI Certification mark on each pipe & socket.
- (f). Purchaser's name i.e. WR. TRIPURA on each pipes.
- (g). Pipes & Sockets shall be supplied having surface colour (Mass Colour) gray only.
- (h). Any important information that the manufacturer deems fit to be inserted on pipe & Socket.
- (i). Year of purchase.

Contractor.

Executive Engineer.

20. In case of any dispute arising out of this tender, the same will be settled within the jurisdiction of Agartala only.

21. Local industrial units having BIS licence intending to avail Tripura Industrial Investment Promotion Incentive Scheme 2007 will have to submit eligibility certificate in prescribed format from the competent authority along with the tender.

22. Detailed break up of the quoted/offered rates showing Bases Price, GST, Rate for transportation etc, of the are to be submitted along with the render.

23. Superintending Engineer is the sole Authority to grant the time extension as provided in clause 4 of PWD Form-9 and to decide on the amount of penalty /compensation as per clause 2 of PWD Form -9.

24. The manufacturer having NSIC registration certificate of outside of Tripura also should have to deposit earnest money in the shape of deposit at call/demand draft. Otherwise the tender of such manufacture will be treated as informal.

25. If the supply is not effected within the stipulated period/ extended period as mentioned in the agreement, Earnest Money/ security Deposit will stand forfeited absolutely to the Government.

26. In case supplier fails to execute the order within the schedule period of delivery for reasons and if the Department agrees to the extend delivery date, price rise if applicable within such extension period will also not be entertained by the purchaser.

27. Deviation of quantities for all items or individual items to the extent of 25% if required by the department shall have to be supplied by the successful, supplier, provided order for deviated quantities is placed within the delivery period stipulated in the agreement.

28. The manufacturer having the manufacturing licence of UPVC pipes as per IS: 4985:2000 with latest amendments IS:10124:1988 (P-2) with ISI Mark if any and also having at least 3 (Three) years proven performance certificate of product with in preceding 5 (Five) years prior to this tender is entitled to compete this tender. The certificate should be issued by an officer not below the rank of Executive Engineer of Central/State Government Department, Government Organisation and PSUs.

29. If the agency gets any excise reimbursement bebenefit for the tender materials the benefit shall pass over to the buyer and agency should submitted certificate along with bill stating whether he has got any excise reimbursement benefit or not. If benefit is availed the same amount will be deducted from the bill.

30. An undertaking to the effect that in case it is deducted by the Govt, that any refund from Excise Duty Authorities obtained by the contractor after obtaining reimbursement from the Payment Authority and if the same is not refunded by the contractor to the paying Authority giving details and particulars of transportations, the paying authority will have full authority to recover such amount from contractor's outstanding bills against a particular contract or any other pending Govt, bills under this Division and no dispute on this account would be raised by the conteactor.

Contractor.

Executive Engineer,

**TENDERERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL QUESTIONS GIVEN.
TENDERERS MAY PLEASE NOTE THAT IF THE ANSWERS SO FURNISHED ARE
NOT CLEAR AND ARE EVASIVE THE TENDER WILL BE LIABLE TO BE IGNORED.**

- 1 . NIT NO. 01 /EE/RD/2018-2019. due for opening on _____
- 2 . Offer is open for acceptance till :-
- 3 . Brand of store offered :-
- 4 . Name & address of manufacturer :-

- 5 . Station of Manufacturer :-
- 6 . What is your Permanent Income Tax A/C No. :-
- 7 . **STATUS.** :-
 - a . Indicate whether you are LSI or SSI :-
 - b . If you are a small scale unit registered with NSIC under single point Registration scheme, whether there is any monetary limit. :-
 - c . In case you are registered with NSIC under single point, Registration scheme for the item quoted, confirm whether You have attached a photo copy of the Registration

8. State whether business dealings with you have been banned by Min/Department of supplies.:-
9. Please confirm that you have read all instruction carefully and have complied with accordingly.:-

1. Full name & address of the person signing
(in block letters)

Signature of witness.
Full name & address of
Witness (in block letters).

2. Whether signing as proprietor/ Partner / constituted attorney/ duly authorised by the company.

Contractor.

Executive Engineer,

(Contd.P/14)

TENDER FOR THE SUPPLY OF MATERIALS IN P.W.D. FORM NO-9. SECTION-VIII.PAGE-

I/We hereby tender for the supply for the “Governor of Tripura” of the materials described in the mentioned memorandum according to the specification within the times specified and at the rates specified therein subject to the contract. :-

i). Earnest Money :-Rs. **1,89,679/-**.

ii). Security Deposit :- 10% of contract value including Earnest Money deposited subject to page-5 para-10.

a. Payable immediately on the acceptance of tender (excluding Earnest Money if deposited in case With tender):- Rs...Nil..

b. Percentage to be deducted from Running Account Bill:-@ 10% of bill, subject to maximum as per page-5 para-10.

Description or specification of materials to be supplied	Total quantities if each to be supplied.	Place at Which to be Delivered.	Quantities to be delivered at each place.	Date by which delivered at all places must be completed.	Rates at which articles are to be supplied inclusive of every demand.	Unit
SEPARATE SCHEDULE ATTACHED						

The percentage where to security deposit is taken, will vary from 5 percent to 10 percent according to the requirement of the case where security deposit is taken see note clause 1 of condition of contract.

Contractor.

Executive Engineer,

Should this tender be accepted in whole or in part, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable and / or in default thereof to forfeit and pay to the Governor of Tripura or his successor in office, the sum of money mentioned in the said conditions. A sum of Rs. _____ is hereby forwarded in the form of Deposit at call on S.B.I. or _____ (any scheduled Bank of India guaranteed by the Reserve Bank of India), drawn in favour of Executive engineer, Resource Division as Earnest Money. If I/We fail to commence the work specified in the above memorandum, I/We agree that the said Governor or his successor in office shall without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money absolutely, otherwise the said Earnest Money shall be retained by him towards Security Deposit mentioned against Clause of the above mentioned memorandum.

Dated, the _____ day of _____ 200 .

Signature of witness

Signature of Contractor.

Address: -

Address:-

Occupation:-

The above tender is hereby accepted by me on behalf of the Governor of Tripura.

Dated, the _____ day of _____ 200 .

Signature of the officer by whom the tender is accepted.

Contractor.

Executive Engineer,

P.W.D- 9 (Pamphlet)
GOVERNMENT OF TRIPURA
PUBLIC WORKS DEPARTMENT

State
Branch

Division
Sub Division

TENDER AND CONTRACT
FOR
SUPPLY OF MATERIALS
(Central P.W.D Code, Paragraph 89)

GENERAL RULES AND DIRECTIONS FOR THE GUIDIENCE OF CONTRACTORS

1. All supplies proposed to be obtained by contract will be notified in a form of invitation to tender posted in public places and signed by the Sub Divisional Officer
Executive Engineer

This form will state the supplies to be made, as well as the date of submitting and opening tenders and the time allowed for carrying out the work; also the amount of the earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentages, to be deducted from bills. Copies of the specification, and any other documents required in connection with the work, signed for the purpose of identification by the

Sub Divisional Officer shall be also be open for inspection by the contractor at the
Executive Engineer

Office of the Sub- Divisional Officer during office hours.
Executive Engineer

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf by a person holding power-of-attorney authorizing him to do so, such power-of-attorney to be produced, with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act.

3. Receipt for payments made to a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall full up the usual printed form. 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 firm of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tenders shall have the name number of the work to which they refer written outside the envelop.

Contractor.

Executive Engineer,

5. The Sub-Divisional Officer or his duly authorised assistant, will open tenders in the presence of any Executive Engineer

intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall there upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money forwarded with such accepted tender shall thereupon to returned to the contractor making the same.

6. The office inviting tenders shall have the right of rejection all or any of the tenders, and will not be bound to accept the lowest tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Divisional Officer and Executive Engineer

The contractor shall be responsible for seeing that he procures a receipt signed by the Sub-Divisional Officer or a duly authorised cashier. Executive Engineer

CONDITION OF CONTRACT

Clause 1. The person/ persons whose tender may be accepted (hereinafter) called the contractor shall within one day for a contract of Rs. 1,000/- or less, two days for one of Rs. 2000/- or less, and so on, to a limit of 10 days of the receipt by him of the notification on the acceptance of his tender deposit with the Engineer-in-Charge in cash including Guarantee Bonds executed or Fixed deposit receipts tendered by the state bank of India or scheduled banks. In the case of Guarantees offered of scheduled banks, the amount should be within the financial limits prescribed by the Reserve Bank of India or Government securities endorsed to the Engineer-in-Charge (if deposited for more then 12 months) a sum sufficient with the amount of the earnest money deposited by him with this tender to make up the full security deposits specified in the tender, or deposit a sum as well, with the earnest money deposited by him if any amount to 2.5% of the estimated cost of the work put to tender and permit Government at the time of making any payment to him for work done under the contract to deduct such sum as alongwith the sum already deposited will amount to 10% of the estimated cost of work put to tender. Such deductions to be held by Government by way of security deposit. Provided always that Government for this purpose be entitled to recover 7.5% of the amount of each running bill till the balance of 10% of the estimated cost of the work put to tender each realised. All compensation or other sums of money payable by the contractor to Govt. under the terms of his contract may be deducted from , or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefore, or from any sums which may be due or may become due to the contractor by Government on any account whatsoever, and the event of his security deposit being reduced by reasons of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit, or any part thereof..

2. The contractor is to deliver the materials on or before the dates mentioned in the tender. Failing which he shall be subject to pay or allow one percent. on the total

Contractor.

Executive Engineer,

amount of the contract for every day not exceeding ten days that he shall exceed his time as and for liquidated damages.

3. In every case in which the payment or allowance mentioned In clause 2 shall have incurred for ten consecutive days, the Executive Engineer shall have power to the annual the contract and to have the supply completed at the contractor's risk and expense without any further notice to him and the contractor shall have no claim to compensation for any loss that he may incur in any case.

4. If the contract shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender, he shall apply in writing to the Divisional Officers, who shall grant it in writing if reasonable ground be shown for it, and without such written authority of the Divisional officer, the contractor shall not claim exemption from the fine livable under clause 2.

5. The contractor shall give notice to the Sub-Divisional Officer (hereinafter called the Engineer-in-Charge) of his intention of making delivery of materials and on the materials being approved, a receipt shall be granted to him by the Divisional Officer or his Assistant, and no material will be considered as delivered until so approved.

6. On the completion of the delivery of materials, the contractor shall be furnished with a certificate to that effect by the Sub Divisional Officer (hereinafter called the Engineer-in-Charge). But the delivery will

Executive Engineer

not to be considered complete until the contractor shall have removed all rejected materials, and shall have the approved materials stacked or placed in such position as may be pointed out to him.

6. A. If at any time after the commencement of the supplies the Governor of Tripura shall for any reason whatsoever not required the whole thereof as specified in the tender to be supplied, the Executive Engineer shall, in addition to his power to annul the contract in case of default on the part of the contractor, have power to terminate all liability of the Governor there under at any time after giving due notice in writing to the contractor of his desire to do so. In the event of such a notice being given :- (a) The Executive Engineer shall be entitled to direct the contractor, to complete the supply of the materials which are ready for delivery up to the date of the expiry of the notice and thereafter to cease their supply, all the articles or supplies received and accepted up to that date shall be paid for at the tender rate, and

(b) The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full execution of the contract but which he did not obtain owing to his premature termination, or for any loss which he might have sustained on this account.

7. No. Payment shall be made for supplies estimated to cost less than rupees one thousand, till after the whole of the supplies shall have been completed and a certificate of completion given. But in the case of supplies estimated to cost more than rupees one thousand the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-In-Charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payment by way of advance against the final payment only. The final bill shall be submitted by the contractor within one month of the date

Contractor.

Executive Engineer,

Fixed for the completion of the delivery of materials, otherwise the Engineer-In-Charge's certificate of the measurement and of the total amount payable for the supply accordingly shall be final and binding on all parties.

Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to him, provided that the contractor furnishes to the Engineer-in-charge(1) an authorization in the form of a legally valid document, such as a power of attorney conferring authority on the bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-charge of the account or claim by payment to the bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the contractor should, wherever possible present his bills receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the Governor of Tripura.

8. The materials shall be of the best description and in strict Accordance with the specification, and the contractor shall receive payment for such materials only as are approved and passed by the Engineer-in-charge.
9. In the event of the material being considered by the Engineer-in-charge to be inferior to that described in the specification, the contractor shall, on demand in writing, forthwith remove the same at his own charge and cost, and in the event of his neglecting to do so within such period as may be named by the Engineer-in-charge, that officer may have such rejected materials removed at the contractor's risk, and expense incurred being liable to be deducted from any sums due, or which may become due to the contractor.
10. If the contractor or his work people or servants shall break, deface injure or destroy any building, road, curbs, fence enclosure water pipes cables, drains, electric or telephone posts or wires, trees, grass or grassland of cultivated ground contiguous to the place where the material are being supplied, he shall make good the same at his own expense and in the event of his refusing or failing to do so the damage shall be repaired at his expense by the Engineer-in-charge, who shall deduct the cost from any sums due, or which may become due to the contractor.
11. The contractor shall supply at his own expense all tools plants, and implement required for the due fulfillment of his contract, and the materials shall remain at the risk of the contractor till the date for final delivery unless those shall have been in the meantime removed for use by the Engineer-in-charge, In the event of the materials being damaged or destroyed by or in consequence of hostilities or war like operations, the contractor shall when ordered in writing by the Engineer-in-charge, remove any debris from the site, collect & Properly stocked or removed to store all serviceable materials salvaged from the damaged work and shall be paid at the contractor rate for the work of clearing the site of debris, stocking or removal of serviceable materials and the restoration of the material ordered by the Engineer-in-charge, such payment being in addition to compensation up to the value of the materials destroyed and not paid for. The contractor shall be paid for the damage or destruction suffered and for restoring the materials at the contractor's rates. The compensation shall be assessed by the Divisional Officer up to Rs. 5000/= and by the Superintending Engineer concerned for a higher amount. The certificate of the Engineer-In – Charge regarding the quantity and quality of materials shall be final and binding on all parties to this contract.

Contractor.

Executive Engineer,

Provided always that no compensation shall be payable for any loss in consequence of hostilities or war-like operations (a) unless the contractor has taken all such precautions against Air-A-Raids as are deemed necessary by the A.R.P. officer of the Engineer-in-charge, (b) for any materials etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary buildings and other things not intended for incorporation in the work.

In the event of the contractor having to restore the materials as aforesaid, he shall be allowed such extension of time for the completion of supply of materials as is considered necessary by the Divisional officer.

12. No materials shall be brought to site or delivered on Sundays without the written permission of the Engineer-in-charge.
13. This contract shall not be sublet without the written permission of the Executive Engineer. In the event of the contractor subletting his contract without such permission he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit and shall have no claim for any compensation for any loss that may accrue from the materials he may have collected or engagements entered into.

13-A. The Engineer-in-charge shall have power to make any alterations 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 course of supply of the materials and the contractor shall be bound to supply the materials in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additional or substituted materials which the contract may be directed to supply in the manner above specified as part of the work shall be supplied by the contractor on the same conditions in all respect on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion of the supply shall be extended in the proportion that the altered, additional or substituted quantity of materials bears to the original quantity and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered additional or substituted materials include any class of materials for which no rate is specified in this contract, then such class of materials shall be supplied at the rates entered in the schedule of rates of thedistricts on which the estimated cost shown on page 2 of the tender is based, and if such of materials are not entered in the said schedule of rates, then the contractor shall within seven days of the date of his receipt of the order to supply the materials inform the Engineer-in-charge of the rate which it is his intention of charge for such class of materials and if the Engineer-in-charge does not agree to this rate he shall, by notice in writing be at liberty to cancel his order to supply such class of materials and arrange the supply thereof in such manner as he may consider advisable, provided always that if the contractor shall commence supply or incur any expenditure in regard thereof before the rates shall have been determined as lastly hereinbefore mentioned, then and in such case he shall be entitled to be paid in respect of the supply made or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of the Superintending Engineer of the circle be final.

13-B. In every case in which by virtue of the provisions of Section 12, Sub-section (1) of the workman's Compensation Act, 1923, Government is obliged to pay compensation to a workmen employed by the contractor, in execution of the works,

Contractor.

Executive Engineer,

Government will recover from the contractor the amount of the compensation so paid and, without prejudice to the rights of Government under section 12, Sub-section (2) 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 contract any claim made against it under Section 12, Sub-section(1) of the said Act, except on the written request of the contractor and upon his giving to Government full security for all cost which Government might become liable in consequence of contesting such claim.

13-C. (a) The contractor shall pay not less than fair wages to laborer engaged by him on the work.

Explanation:- “Fair Wages” means wages whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Tripura P.W.D. for the district in which the work is done.

(b) The contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid a fair wages to labourers indirectly engaged on the work, including any labour engaged by his Sub-contractors in connection with the said work, as if the labourers had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor’s part of this Agreement the contractor shall comply with or cause to be complied with the Tripura P.W.D. contractor’s Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deduction from wages recovery of wages not paid and deductions unauthorisedly made maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

(d) The Executive Engineer concerned shall have the right to deduct, from the moneys 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 fulfillment of the conditions of the contract for the benefit of the workers, non payment of wages or of deduction made from his or their wages are not justified by the terms of the contract or non observance of the Regulations.

(dd) Under the provision of the minimum wages Act. 1948 and the Minimum Wages (Central) Rules 1950, the contractor is bound to allow or cause to be allowed to the Labour directly or indirectly employed in the works one day’s rest for six days continuous work and pay wages at the same rate as for duty. In the event of default, the Executive Engineer or Sub-divisional officer concerned shall have the right to deduct the sum or sums not paid in account of wages for weekly holiday to any labourers and pay the same to the persons entitled thereto, from any moneys due to the contractor.

(e) Vis-à-vis the Tripura Government the contractor shall be primarily liable for all payments to be made under, and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his Sub-contractors.

(f) The Regulations aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be a breach of this contract.

13. –D In respect of all labour directly or indirectly employed in the works for the

Contractor.

Executive Engineer,

Performance of the contractor's part of this agreement, the contractor or shall comply with or cause to be complied with all rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Tripura Public Works Department and its contractors.

13.E. In the event of the contractor (s) committing default or breach of any of the provisions of the Tripura Public Works Department Contractor's Labour Regulations and Model Rules for the protection of health and sanitation arrangements for the workers as amended from time to time or furnishing any information or submitting or filling 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 not exceeding Rs. 50/= for every default breach or furnishing making, submitting, filling such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 50/ 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 to the parties.

13.F. Hutting for labour – The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number, of huts (thereinafter referred to as the camp) of the following specification on a suitable plot of land to be approved by the Engineer-in-Charge:

- (1)
 - (a) The minimum height of each hut at the eve level shall be 7 ft and the floor area to be provided will be at the rate of 30 sq. 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 minimum area of 6ft X 5ft. adjacent to the hut for his family.
 - (C) The contractor(s) also construct temporary latrines and urinals for the use of the labourers 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.
- 2)
 - (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 sun-dried bricks the wall should be plastered with mud gobi on both sides. The floor may be katcha but plastered with mud gobi and shall be at least 6 ft. above the surrounding ground. The roofs shall be laid with thatched 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 of the roofs remain water tight.
 - (b) The contractor(s) shall provide each hut 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 8 yards between the rows of huts which may be reduced to 20 ft according to the availability of site with the approval of the Engineer-in-Charge back to back construction will be allowed.
- 3) Water Supply: - The contractor(s) shall provide adequate supply of water for

Contractor.

Executive Engineer,

the use of labourers. The provisions shall not be less than 2 gallons of pure and wholesome water per head per day for drinking purpose and 3 gallons of clear 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 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 thereof.

- (4) The site selected for the camp shall be high ground removed from jungle.
- (5) 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 requirement laid down by the Local Health Authorities. If trenching or incineration is not allowed the contractor (s) shall make arrangement 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 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 8 seats in case of dry system.
- (6) Drainage: - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp clean and tidy.
- (7) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- (8) Sanitation: - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health Authority.

13-G In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement the contractor shall at his own expense arrange for the safety provision as per Tripura 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 penalty of Rs. 50/- 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 in that behalf from the contractor.

14. " Except where otherwise provide in the contractor all questions and disputes relating to the meaning of the specification, design, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used on 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, design, drawings, specification, estimates, instructions, order of these conditions or otherwise concerning the work, or the execution or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chief Engineer, Tripura Public Works Department and in case he is unable to act as arbitrator to the sole arbitration of any persons to be appointed by such Chief Engineer. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant that he had to deal with the matters to which the contract relates and that in the course of his duties as Government servant he had expressed view on all or any of the matters

Contractor.

Executive Engineer,

in disputes or differences. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Chief Engineer as aforesaid as early as may be after such transfer, vacation of office or in ability to act shall appointed another person to act as arbitrator in accordance with the terms of contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor, it is also a term of this contract that on person other than a person appointed appointed by the Chief Engineer as aforesaid should act as arbitrator and if for any person that is not possible the matter is not to be referred to arbitration at all in all case where the total amount of claim in dispute is Rs. 5000/= (Rupees five thousand) or above the arbitrator shall give reasons for the award.

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

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

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

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

15. On the breach of any term or condition of this contract by the contractor, the said Governor of Tripura shall be entitled to forfeit the security deposit, or the balance thereof, that may at that time remaining and to realise and retain the same as damages and compensation for the said breach, but without prejudice to the right of the said Governor of Tripura to recover any further sums as damage from any sums due or which may become due to the contractor by Government or otherwise howsoever.

Interpretation Clause: -

The Governor means the Governor of Tripura and his successors.

The Executive Engineer means the Executive engineer for the time being of the Division concerned.

The Sub Divisional Officer means Sub-Divisional Officer for the time being of the Sub Division concerned.

Words importing the singular number only include the plural number and vice versa.

Termination of Contract on death.

16. Without prejudice to any of the right or remedies under this contract, if the Contractor dies, the Executive Engineer on behalf of the Governor of Tripura shall have the option of terminating the contract without compensation to the contractor

Contractor.

Executive Engineer,

Contd. page-25

17. (1) Whenever any claim against the contractor for the payment of a sum or money arises out or money under the contract, Government shall be entitled to recover such sum by appropriating, in part or whole, the security deposit of the contractor and to shall any Government Promissory notes ect. Forming the whole or part of security in the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contractor with Government. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Government on demand the balance remaining due.

(2) Government shall have the right to cause and audit and technical examination of the works and the final bill of the contractor including all supporting vouchers, abstracts, 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 by him 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 the overpayment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub- clause (1) of this clause or in any other manner legally permissible and if as a result of audit and technical examination 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 underpayment shall be duly paid by Government to the contractor.

PROVIDED that 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 Superintending Engineer or Executive Engineer on the one hand and the contractor on the other hand any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

Contractor.

Executive Engineer,

TENDER DOCUMENT OF UPVC PIPES

**GOVERNMENT OF TRIPURA
OFFICE OF THE CHIEF ENGINEER
PUBLIC WORK DEPARTMENT, (WATER RESOURCE)
KUNJABAN, AGARTALA, TRIPURA (WEST)**

DRAFT N.I.T. NO. 02/CE/PWD (WR)/DNIT/2017-2018.

NAME OF WORK - Procurement of UPVC. Pipes of different diameter & pressure for WR Schemes for Gomati and South District in Tripura during the year 2017 -2018.

ESTIMATED COST

PUT TO TENDER : ` 1,89,67,921/- (Rupees One Crore Eighty nine Lacs Sixty seven Thousand Nine Hundred twenty one) only

EARNEST MONEY:- Rs. 1,89,679/-

TIME FOR COMPLETION: - 04 (Four) Months.

D.N.I.T

NAME OF WORK :- Procurement of UPVC. Pipes of different diameter & pressure for WR Schemes for Gomati and South District in Tripura during the year 2017 -2018.

ESTIMATED COST PUT ` 1,89,67,921/- (**Rupees One CroreEighty Nine Lacs Sixty Seven ThousandNine Hundred twenty one) only**)

EARNEST MONEY:- Rs. 1,89,679/-

TIME FOR COMPLETION: - 04 (Four) Months.

No. DNIT/ 02 /CE/PWD (WR)/DNIT/
2017-2018.

This Tender document 25 (Twenty Five)
Nos. of written pages only.

ISSUED TO: - M/S.

Executive Engineer,
Resource Division, Panchamukh.
Agartala, Tripura.

TENDER DOCUMENT

Name of Work:	- Procurement of UPVC. Pipes of different diameter & pressure for WR Schemes for Gomati and South District in Tripura during the year 2017 -2018.
Notice Inviting Tender No :	01/EE/RD/2017 - 2018 , dated 10 -04- 2018
Tender Documents available :	Upto 07 - 05 -2018 . Between 10 AM to 5 PM except Sunday and other Govt. Holidays.
Last Date of receiving of tender documents. :	Upto 3.00 P.M. on 10- 05 -2018.
Opening date of tender :	12.00 Hrs. on 19-05- 2018. If possible, otherwise on the next working day.
Name of Purchaser :	W.R. Wing, P.W.D, Govt. of Tripura on behalf of the Governor of Tripura.
Invited by :	Executive Engineer, Resource Division, Panchamukh, P.O. A.D. Nagar, Agartala, West Tripura – 799 003. Phone No.0381-237 5187

Contractor

Executive Engineer,

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Contractor.

Executive Engineer,

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GOVERNMENT OF TRIPURA
PUBLIC WORKS DEPARTMENT

NOTICE INVITING TENDER NO.01/EE/RD/ 2017-18

DATED, 10/04/2018

Separate sealed tenders are invited on behalf of the “GOVERNOR OF TRIPURA” from the Manufacturers having ISI Certification for **UPVC pipes and Couplers** of current validity upto **3.00 PM** on **10-05-2018** in P.W.D Form No 9(Nine) for the supply:-

SL. No.	DESCRIPTION OF SUPPLY	ESTIMATED COST	EARNEST MONEY	TIME FOR COMPLETION
1.	- Procurement of UPVC. Pipes of different diameter & pressure for WR Schemes for Gomati and South District in Tripura during the year 2017 -2018.	Rs. 1,89,67,921/=	Rs. 1,89,679/-	4 (Four) Months.

2. For the cases where tender documents will be sold, the tender documents consisting of detailed plans, complete specifications, schedule of quantities of the various classes of work/supply of work to be done and the set of conditions of contract(s) to be complied with, can be obtained on or after **18-04- 2018** from the office of the Executive Engineer, Resource Division, Panchamukh, Agartala or the Superintending Engineer, WR Circle No-1, Kunjaban on any working day during office hours upto **07-05- 2018**.

3. Tenders which shall always be placed in sealed covers with name of work written on the envelope (for each work separately) will be received by the **Divisional Officer , Resource Division, Panchamukh Agartala or the Superintending Engineer, WR Circle No.I, Kunjaban or the Joint resident Commissioner, Tripura Bhavan, 1, Pretoria Street, Kolkata up to 3.00 P.M. on 10-05-2018** and will be opened only by the Executive Engineer Resource Division,Panchamukh on **19-05-2018 at 12.00 A.M.** if possible. If the office happens to be closed on the date of receipt/opening of the tender as specified, the tender will be received / opened on the next working day if possible at the same time and venue. The tender may be submitted by the tenderers either by post or in person. No late receipt of sealed tenders after the stipulated time and date will be entertained. Any tender received after the closing time for submission of tender shall be returned unopened.

4. Tender form can be obtained the office of the Executive Engineer, Resource Division, Panchamukh or the Superintending Engineer, Water Resource Circle No-I on payment of a sum of Rs. 500/- (for estimated cost up to Rs. 1 Lakh), Rs. 1000/- (for estimated cost over Rs. 1.00 Lakhs upto Rs. 50 Lakhs),& Rs. 2500/- (for estimated cost over Rs. 50 Lakhs upto Rs. 2 Crores)5,000,00/- (for estimated cost over Rs. 2 Crores) in cash.

The tender documents can be downloaded from the website www.tripurainfo.com & <http://tenders.gov.in/departments.asp?id=1324> And in that case the cost of tender documents should be deposited separately alongwith the tender through demand draft in favour of Executive Engineer,Resource Division,Panchamukh,Agartala. Receipt of application for issue of tender forms will be stopped on **07-05-2018 at 4.00 PM.** and issue of tender forms will be **stopped on 08-05-2018**

Contractor

Executive Engineer

5. The contractor shall not be permitted for works in the Tripura, P.W.D. Circle responsible for award and execution of contract in which near relative is posted as Divisional Accountant / as an officer in any capacity between the Grades of Superintending Engineer, and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or any subsequently employed by him and who are near relatives of any Gazetted officer in the Tripura P.W.D. Any breach of these conditions by the contractor would render him liable for removal from the approved list of contractors of this Department.

6. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Tripura shall be allowed to work as contractor for a period of two years of his retirement from Government Service without the prior permission of Government of Tripura. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of Tripura as aforesaid, before submission of the tender or engagement in the contractor service, as the case may be.

7. (a) Tender form will be sold on submission of documentary proof (in a shape of attested copy by a Gazetted officer/Notary attested) of valid **GST** and valid manufacturers certificate for UPVC pipes. Tenders, which are not in prescribed printed form and are not purchased from the office of the Executive Engineer, Resource Division, Panchamukh or Superintending Engineer, WR Circle No-I, Agartala or downloaded from website shall be rejected at the time of opening of tenders. In case of firms and companies, tendering for the work, those firms and companies shall be registered in India. The condition regarding **GST** enumerated above will equally apply in case of firms and companies.

(b) Tender documents should be sold to only those contractors who fulfill the eligibility criteria set out in the Press Notice and who are not relative of Divisional Accountant or Superintending Engineer or Executive Engineer/Assistant Engineer/Junior Engineer of the circle in which the work is to be executed.

8. (a) The contractor shall quoted the rates and amounts tendered by them both in figures as well as in words. The amount for each item shall be worked out and requisite totals shall be given. When a Contractor signs a tender in Indian language the rate and amount of tender shall also be written in that language. In such cases, the rates and amount tendered shall be attested by a witness.

(b). Special care shall be taken so that the rates and amounts are always written both in figures and words in such a way that interpolation is not possible. In case of figure, the words Rs. should be written before the figure and paise at the end (Viz Rs.250.50 p). In case of rate or amount in words, the words Rupees should precede and the word only shall be written at the end (Viz Rupees two hundred fifty and paise fifty) only.

(c). Item(s) for which no rate or price has been entered by the contractor / Agency shall not be paid for and shall be deemed covered by the other rates / prices in the contract.

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

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

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

(g). All corrections to rates and amounts in the tender shall be initialed by the contractor. Every pages including the blank pages of tender document shall be signed by the contractor.

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

9. (a). **Earnest Money @ 1 (One) %** of the estimated cost put the tender without selling limit shall be deposited in any scheduled Bank of India guaranteed by the Reserve Bank of India **in the shape of “Deposit at Call” or “Demand Draft” with validity a sum total of continuous 6 (six) months** in favour of the Executive Engineer, Resource Division, Panchamukh Agartala. The Deposit at Call and Demand Draft must be submitted along with the tender. **Earnest Money in any other form will not be accepted.** Tender without Earnest Money, unless exempted, shall be summarily rejected.

(b). Diploma & Degree Engineers enlisted in Class – V and Class-IV (B) respectively will be exempted from depositing Earnest Money along with tender on works costing upto Rs.1 lakh & 2.50 Lakhs respectively.

(c). Contractor exempted from depositing Earnest Money in individual case shall attach with the tender an attested copy of the letter exempting the contractor, from depositing earnest money.

(d). The contractor / Agencies exempted from depositing Earnest Money along with submission of tender by any order of Government of Tripura, will have to deposit 1% of the estimated cost in the shape of “Deposit at Call” and demand draft as stated in clause 9(a) above in favour of Executive Engineer, Resource Division, Agartala before issuance of work order.

11. The security deposit will be 10% of the contract value. The security deposit will be collected by deduction from the running bills of the contractors at the rate mentioned below and the earnest money will be treated as part of security deposit. A sum of @ 10% of the gross amount of the bill of the contractor till the sum along with the earnest money equal to amount of 10% of the tender value of the work subject to the following limit.

- (a). Tender value upto Rs. 100.00 Lakhs – Security Deposit @ 10% subject to a maximum of Rs. 5.0 Lakhs.
- (b). Tendered value above Rs. 100.00 Lakhs upto Rs. 200.00 Lakhs – Security Deposit @ 10% subject to a maximum of Rs. 15.0 Lakhs.
- ©. Tendered value above Rs. 200.00 Lakhs Security Deposit @ 10% subject to maximum 25.00 Lakhs.

11. Earnest Money of the unsuccessful tenderer/tenderers will be refunded on finalization of tender or expiry of validity period whichever is earlier.

Contractor

Executive Engineer

12. If any tenderer withdraws his tender within the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to the Department then the Government shall, without prejudice to any other right or remedy be at liberty to forfeit 50 (fifty) % of the earnest money absolutely.
13. The accepting authority reserves the right to accept / reject any / all tenders without assigning any reason.
14. Tenders which do not fulfill any of these conditions or are not complete in any respect, are liable for summary rejection.
15. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resorts to canvassing will be liable for rejection.
16. The contractor shall read the specifications carefully before submitting the tender.
17. The whole work may be split up between two or more contractors or accepted in part and not in entirety, if considered expedient.
18. The Contractor's responsibility for this contract shall commence from the date of issue of acceptance order of tender.
19. Letters etc. found in the tender box raising or lowering the quoted rates or dealing with any other point in connection with the tender shall not be considered.
20. **GST & any other Duties, Royalties etc.** on materials and works in respect of this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in this respect. Tenderer, shall note this, at the time of quoting rates and prices.
21. In case the contractor fails to commence work specified in the tender document on 15(Fifteen) days or such time periods as mentioned in letter of award after the date on which the Engineer-in-charge issues written order to commence the work, or from the date of handing over of the site, whichever is later, the Government shall without prejudice to any other right or remedy be at liberty to forfeit whole of the earnest money absolutely.
22. All work shall be carried out in accordance with the Tripura P.W.D. specification and where Tripura PWD specification is silent the specifications of CPWD/CPHEEO/CWC/MORT & H / B I S, or if any specified separately will be followed.
23. No labour under 14 years of age shall be employed in the work and all labourers employed shall be paid at the rates not less than those approved by Government of Tripura. Fair wage clause and relevant orders of the Government of Tripura, will be binding on the contractor.
24. All tools, plants and implements required for the construction of the work except those mentioned to be supplied by the Department on hire charges will have to be arranged by the contractor at his own cost.

Contractor

Executive Engineer

25. No claim for idle labourers and establishment will be allowed on account of delay in supply of departmental tools, plants and materials.
26. Contractor shall be responsible for shortage or wastage of Departmental materials if issued to the contractor.
27. Recovery of surplus quantity of materials issued but not returned shall be made from the contractor's bill at double the issue rate of materials.
28. No transfer of Earnest Money from any amount already at the credit of tenderers (as Earnest Money or Security Deposit in connection with the other works) will be allowed.
29. Contractors are to arrange all materials for works including stipulated materials, if not available in the store at any time. However no difference of cost between the market rate & issue rate will be allowed.
30. Contractors shall have to submit working programme with Bar Chart within 15 days time of work order for works costing more than Rs.30.00 lakhs. Otherwise his order may be cancelled.
31. No non-Indian national labourers who do not possess valid passport and visa will be allowed to work under any contractor, otherwise the contract will be cancelled.
32. The tender for the work shall not be witnessed by a contractor or contractors who themselves has/ have tendered or who may and has/ have tendered for the same work. Failure to observe this condition shall render tenders of the contractors/ tenderers as well as those witnessing the tender, liable for summary rejection.
33. Before submitting tenders, the tenderers are to satisfy themselves by actual visit to the site of work as regards the prevailing conditions of approaches and roads and availability of labourers and materials etc. and tenderers submitting tenders shall be deemed to have done so. No claim on the above account will be entertained afterwards.
34. **G,S,T (Goods Service Tax)/ is also applicable for Tripura based industrial units and it will be realized as per rule of the G.S.T.**
35. The tender for the works shall remain open for acceptance for a period of 180(One hundred eighty) days from the last date of submission of tender.
36. Schedule of Payments:
- (a). For work costing upto Rs.1.00 lakhs - First & Final Bill.
 - (b). For work costing Rs.1.00 lakhs to Rs.10.00 lakhs – Running Account Payment Bill shall not be less than Rs.1.00 lakhs per Bill.
 - (c). For work costing Rs.10.00 lakhs to Rs. 1.00 Crore – Running Account Payment Bill shall not be less than Rs.2.00 lakhs.
 - (d). For work costing above Rs. 1.00 Crore to Rs. 5.00 Crore – Running Account Payment bill shall not be less than 60.00 lakhs.
37. In addition to special conditions, general conditions etc. of Tripura PWD Form No-9 with up to date correction slip will also form a part of the tender.

Contractor.

Executive Engineer,

(Contd. p/8)

SCHEDULE OF SUPPLY

Name of Work: - Procurement of UPVC. Pipes of different diameter & pressure for WR Schemes for Gomati and South District in Tripura during the year 2017 -2018.

ITEM NO-1.

Supply of unplasticized PVC pipes of different diameter and pressure for different WR. Schemes in Tripura **with ISI mark** for Irrigation water supply as per specification No. **IS: 4985:2000** (with latest amendment) with required quantity of couplers conforming to **IS: 10124: 1988(P -2) with ISI Mark** and Cement Solvent required for jointing the pipes as per specification No. **IS: 14182:1994 with ISI Mark** including, **carrying of the materials by road (by truck)**, all kinds of loading, unloading, stacking properly at destination, measurement etc. complete as per direction of the Engineer-in-charge.

A. At Panchamukh, storeyard of Assistant Engineer, Resource Sub-Division, Agartala.

Sl. No.	Description	UNIT	Quantity	RATE PER MTR.	AMOUNT
2.5.00 Kg/cm² pressure					
i.	90 mm OD	Metre	5,000 m.	@ Rs. (Rupees)only	Rs.
ii.	110 mm OD	Metre	16,200 m.	@ Rs. (Rupees)only	Rs.
iii	140 mm OD	Metre	16,200 m	@ Rs. (Rupees)only	Rs.
iv	160 mm OD	Metre	16,200 m	@ Rs. (Rupees)only	Rs.
v	200 mm OD	Metre	9,200 m	@ Rs. (Rupees)only	Rs.
4.00 Kg/cm² pressure					
Vi	250 mm OD	Metre	3,300 m	@ Rs. (Rupees)only	Rs.
vii	315 mm OD	Metre	3,300 m	@ Rs. (Rupees)only	Rs.

Contractor.

Executive Engineer.

(Contd. p/9)

DECLARATION OF THE CONTRACTOR

I/We hereby declare that I/We have personally gone through the pamphlet containing general directions and conditions attached to PWD Form No.9 (Modified) and also the clauses of the attached detailed N I T for the work and I/We do agree to abide by the rules and regulations and conditions therein including upto date modification made by the Government of Tripura.

Contractor.

Executive Engineer,

SPECIAL TERMS AND CONDITIONS

1. UPVC pipes shall conform to IS: 4985:2000 with latest amendment if any.
2. Supply shall be restricted to the manufacturers of UPVC pipes and couplers having License for ISI Marking.
3. Couplers may be of same classification or of higher classification but with I S I Marking.
4. If authority desire to distribute the supply among different agencies, the firm is to accept the quantities of pipes and sizes allotted to him irrespective of telescopic sizes. No condition what-so-ever in this respect will be entertained. Tender having any condition regarding telescopic sizes will be rejected.
5. Materials shall be required to be inspected by wings of CIPET, Bhubaneswar before the materials are actually despatched. Copies of inspection notes are to be submitted along with the bill for payment. The inspection charge will have to be borne by the supplier. Materials should be stamped by CIPET as token CIPET approval.

Contractor.

Executive Engineer,

(Contd.P/10)

6. The rates shall be quoted inclusive of all taxes & other duties, incidental charges, stacking, cutting charge carriage, loading, unloading measuring etc. No "D" Form related to GST will be issued by the Department.

7. No price escalation, whatsoever will be allowed.

8. Place of delivery & mode of dispatch: - All materials are to be despatched by Road , Transport through truck only for delivery to Concern Sub-Division.

9. The pipes shall be supplied in straight length of 3, 4, 5 and 6 meters. In case of any broken and/ or damaged pipes between 3 to 4,4 to 5 and 5 to 6 meters are delivered the supplier(s) shall be responsible for cutting the broken/ damaged PVC pipes to the serviceable straight length of 3,4 and 5 meters as directed by the Engineer-in-Charge within 15 (Fifteen) days from the date of delivery of the materials at no extra cost, other wise the same will be straight way rejected.

10. The pipes shall be supplied with both end plain. One coupler should be supplied for each standard length of pipe along with necessary Solvent Cement for jointing without extra cost. Solvent Cement with ISI marking should be supplied in airtight & fireproof sealed Container not exceeding 10 Kg. each. The minimum quantity of Solvent Cement for jointing should be worked out as shown below:-

Sl.No.	Outer Dia. Of PVC Pipes	Solvent cement required
1.	90 mm O D	1 kg for 79 joints of Pipes
2.	110 mm O D	1 Kg for 54 joints of Pipe
3.	140 mm O D	1 Kg for 36 joints of Pipe
4.	160 mm O D	1 Kg for 27 joints of Pipe
5.	200 mm O D	1 kg for 15 joints of pipe
6.	250 mm O D	1 Kg for 9 joints of Pipe
7.	315 mm O D	1 Kg for 5 joints of Pipe

11. Any materials supplied if found, not conforming to proper specification/ damaged/ broken may be rejected and the same will have to taken back by the supplier concerned at their own cost within 15 (Fifteen) days time from the date of receipt of intimation from the Executive Engineer, Resource Division, Agartala. In case of failure of the supplier to take back such materials subsequent decay and damage whatsoever will be at contractor's risk and cost.

12. If the Department feels necessary or otherwise at the time of dispute / confusion before taking measurement of the materials, it can perform necessary test as per relevant IS Code and the acceptance of the materials will be judged on the result of the tests performed Departmentally, and this will be binding on the firm. The expenditure of such Departmental test will however be borne by the Department.

Contractor.

Executive Engineer.

13. Copies of inspection note/certificate of CIPET, Bhubaneswar and the suppliers lorry wise challans and invoices are to be submitted to the respective stores at the time of delivery of the materials. Signed copies of challans & the copy of the inspection reports are to be submitted alongwith the bill(s) for payment.
14. The tenderers are to submit the Xerox copies of GST,PAN Card and BIS license of current validity all duly attested by Notary, at the time of purchase of tender documents and also along with tender
15. The successful tenderer shall be required to enter into a formal agreement to be executed in PWD Form – 9 and to comply with all Terms & Conditions as per clauses provided in the agreement.
16. The tenderer must complete all the column as per tender enquiry and tender schedule duly filled in and unless the tender is accompanied with the complete particulars / documents, their tender is liable to be rejected.
17. The payment will be made after physical receipt of the specified materials conforming to IS: 4985:2000. IS: 10124:88(Pt-2) and IS: 14182:1994 guided by measurement in Measurement Book by the receiving officer **& availability of fund.**
18. The composition of the pipes and sockets should be such that finished product should have density in between 1.40 to 1.46 Gm/cu.cm and which will be measured at site if necessary.
19. MARKING.
Each pipe shall be clearly and indelibly marked at intervals of not more than three meters.

The marking shall show the following.

- (a). The manufacturer's name or trade mark on each pipe and socket.
- (b). The outside diameter;s of pipe and size of socket.
- (c). Batch number.
- (d). Class of pipes & socket.
- (e). ISI Certification mark on each pipe & socket.
- (f). Purchaser's name i.e. WR. TRIPURA on each pipes.
- (g). Pipes & Sockets shall be supplied having surface colour (Mass Colour) gray only.
- (h). Any important information that the manufacturer deems fit to be inserted on pipe & Socket.
- (i). Year of purchase.

Contractor.

Executive Engineer.

20. In case of any dispute arising out of this tender, the same will be settled within the jurisdiction of Agartala only.

21. Local industrial units having BIS licence intending to avail Tripura Industrial Investment Promotion Incentive Scheme 2007 will have to submit eligibility certificate in prescribed format from the competent authority along with the tender.

22. Detailed break up of the quoted/offered rates showing Bases Price ,GST, Rate for transportation etc, of the are to be submitted along with the render.

23. Superintending Engineer is the sole Authority to grant the time extension as provided in clause 4 of PWD Form-9 and to decide on the amount of penalty /compensation as per clause 2 of PWD Form -9.

24. The manufacturer having NSIC registration certificate of outside of Tripura also should have to deposit earnest money in the shape of deposit at call/demand draft. Otherwise the tender of such manufacture will be treated as informal.

25. If the supply is not effected within the stipulated period/ extended period as mentioned in the agreement, Earnest Money/ security Deposit will stand forfeited absolutely to the Government.

26. In case supplier fails to execute the order within the schedule period of delivery for reasons and if the Department agrees to the extend delivery date, price rise if applicable within such extension period will also not be entertained by the purchaser.

27. Deviation of quantities for all items or individual items to the extent of 25% if required by the department shall have to be supplied by the successful, supplier, provided order for deviated quantities is placed within the delivery period stipulated in the agreement.

28. The manufacturer having the manufacturing license of UPVC pipes as per IS: 4985:2000 with latest amendments IS:10124:1988 (P-2) with ISI Mark if any and also having at least 3 (Three) years proven performance certificate of product with in preceding 5 (Five) years prior to this tender is entitled to compete this tender. The certificate should be issued by an officer not below the rank of Executive Engineer of Central/State Government Department, Government Organization and PSUs.

29. If the agency gets any excise reimbursement benefit for the tender materials the benefit shall pass over to the buyer and agency should submitted certificate along with bill stating whether he has got any excise reimbursement benefit or not. If benefit is availed the same amount will be deducted from the bill.

30. An undertaking to the effect that in case it is deducted by the Govt, that any refund from Excise Duty Authorities obtained by the contractor after obtaining reimbursement from the Payment Authority and if the same is not refunded by the contractor to the paying Authority giving details and particulars of transportations, the paying authority will have full authority to recover such amount from contractor's outstanding bills against a particular contract or any other pending Govt, bills under this Division and no dispute on this account would be raised by the contractor.

Contractor.

Executive Engineer,

**TENDERERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL QUESTIONS GIVEN.
TENDERERS MAY PLEASE NOTE THAT IF THE ANSWERS SO FURNISHED ARE
NOT CLEAR AND ARE EVASIVE THE TENDER WILL BE LIABLE TO BE IGNORED.**

- 1 . NIT NO. 01 /EE/RD/2018-2019. due for opening on _____
- 2 . Offer is open for acceptance till :-
- 3 . Brand of store offered :-
- 4 . Name & address of manufacturer :-

- 5 . Station of Manufacturer :-
- 6 . What is your Permanent Income Tax A/C No. :-
- 7 . **STATUS.** :-
 - a . Indicate whether you are LSI or SSI :-
 - b . If you are a small scale unit registered with NSIC under single point Registration scheme, whether there is any monetary limit. :-
 - c . In case you are registered with NSIC under single point, Registration scheme for the item quoted, confirm whether You have attached a photo copy of the Registration

8. State whether business dealings with you have been banned by Min/Department of supplies.:-
9. Please confirm that you have read all instruction carefully and have complied with accordingly.:-

1. Full name & address of the person signing
(in block letters)

Signature of witness.
Full name & address of
Witness (in block letters).

2. Whether signing as proprietor/ Partner / constituted attorney/ duly authorised by the company.

Contractor.

Executive Engineer,

(Contd.P/14)

TENDER FOR THE SUPPLY OF MATERIALS IN P.W.D. FORM NO-9. SECTION-VIII.PAGE-

I/We hereby tender for the supply for the “Governor of Tripura” of the materials described in the mentioned memorandum according to the specification within the times specified and at the rates specified therein subject to the contract. :-

- i). Earnest Money :-Rs. **1,89,679/-**.
- ii). Security Deposit :- 10% of contract value including Earnest Money deposited subject to page-5 para-10.
- c. Payable immediately on the acceptance of tender (excluding Earnest Money if deposited in case With tender):- Rs...Nil..
- d. Percentage to be deducted from Running Account Bill:-@ 10% of bill, subject to maximum as per page-5 para-10.

Description or specification of materials to be supplied	Total quantities if each to be supplied.	Place at Which to be Delivered.	Quantities to be delivered at each place.	Date by which delivered at all places must be completed.	Rates at which articles are to be supplied inclusive of every demand.	Unit
SEPARATE SCHEDULE ATTACHED						

The percentage where to security deposit is taken, will vary from 5 percent to 10 percent according to the requirement of the case where security deposit is taken see note clause 1 of condition of contract.

Contractor.

Executive Engineer,

Should this tender be accepted in whole or in part, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable and / or in default thereof to forfeit and pay to the Governor of Tripura or his successor in office, the sum of money mentioned in the said conditions. A sum of Rs. _____ is hereby forwarded in the form of Deposit at call on S.B.I. or _____ (any scheduled Bank of India guaranteed by the Reserve Bank of India), drawn in favour of Executive engineer, Resource Division as Earnest Money. If I/We fail to commence the work specified in the above memorandum, I/We agree that the said Governor or his successor in office shall without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money absolutely, otherwise the said Earnest Money shall be retained by him towards Security Deposit mentioned against Clause of the above mentioned memorandum.

Dated, the _____ day of _____ 200 .

Signature of witness

Signature of Contractor.

Address: -

Address:-

Occupation:-

The above tender is hereby accepted by me on behalf of the Governor of Tripura.

Dated, the _____ day of _____ 200 .

Signature of the officer by whom the tender is accepted.

Contractor.

Executive Engineer,

P.W.D- 9 (Pamphlet)
GOVERNMENT OF TRIPURA
PUBLIC WORKS DEPARTMENT

State
Branch

Division
Sub Division

TENDER AND CONTRACT
FOR
SUPPLY OF MATERIALS
(Central P.W.D Code, Paragraph 89)

GENERAL RULES AND DIRECTIONS FOR THE GUIDIENCE OF CONTRACTORS

1. All supplies proposed to be obtained by contract will be notified in a form of invitation to tender posted in public places and signed by the Sub Divisional Officer
Executive Engineer

This form will state the supplies to be made, as well as the date of submitting and opening tenders and the time allowed for carrying out the work; also the amount of the earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentages, to be deducted from bills. Copies of the specification, and any other documents required in connection with the work, signed for the purpose of identification by the

Sub Divisional Officer shall be also be open for inspection by the contractor at the
Executive Engineer

Office of the Sub- Divisional Officer during office hours.
Executive Engineer

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf by a person holding power-of-attorney authorizing him to do so, such power-of-attorney to be produced, with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act.

3. Receipt for payments made to a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall full up the usual printed form. 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 firm of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tenders shall have the name number of the work to which they refer written outside the envelop.

Contractor.

Executive Engineer,

5. The Sub-Divisional Officer or his duly authorised assistant, will open tenders in the presence of any Executive Engineer

intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall there upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money forwarded with such accepted tender shall thereupon to returned to the contractor making the same.

6. The office inviting tenders shall have the right of rejection all or any of the tenders, and will not be bound to accept the lowest tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Divisional Officer and Executive Engineer

The contractor shall be responsible for seeing that he procures a receipt signed by the Sub-Divisional Officer or a duly authorised cashier. Executive Engineer

CONDITION OF CONTRACT

Clause 1. The person/ persons whose tender may be accepted (hereinafter) called the contractor shall within one day for a contract of Rs. 1,000/- or less, two days for one of Rs. 2000/- or less, and so on, to a limit of 10 days of the receipt by him of the notification on the acceptance of his tender deposit with the Engineer-in-Charge in cash including Guarantee Bonds executed or Fixed deposit receipts tendered by the state bank of India or scheduled banks. In the case of Guarantees offered of scheduled banks, the amount should be within the financial limits prescribed by the Reserve Bank of India or Government securities endorsed to the Engineer-in-Charge (if deposited for more then 12 months) a sum sufficient with the amount of the earnest money deposited by him with this tender to make up the full security deposits specified in the tender, or deposit a sum as well, with the earnest money deposited by him if any amount to 2.5% of the estimated cost of the work put to tender and permit Government at the time of making any payment to him for work done under the contract to deduct such sum as alongwith the sum already deposited will amount to 10% of the estimated cost of work put to tender. Such deductions to be held by Government by way of security deposit. Provided always that Government for this purpose be entitled to recover 7.5% of the amount of each running bill till the balance of 10% of the estimated cost of the work put to tender each realised. All compensation or other sums of money payable by the contractor to Govt. under the terms of his contract may be deducted from , or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefore, or from any sums which may be due or may become due to the contractor by Government on any account whatsoever, and the event of his security deposit being reduced by reasons of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit, or any part thereof..

7. The contractor is to deliver the materials on or before the dates mentioned in the tender. Failing which he shall be subject to pay or allow one percent. on the total

Contractor.

Executive Engineer,

amount of the contract for every day not exceeding ten days that he shall exceed his time as and for liquidated damages.

8. In every case in which the payment or allowance mentioned In clause 2 shall have incurred for ten consecutive days, the Executive Engineer shall have power to the annual the contract and to have the supply completed at the contractor's risk and expense without any further notice to him and the contractor shall have no claim to compensation for any loss that he may incur in any case.

9. If the contract shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender, he shall apply in writing to the Divisional Officers, who shall grant it in writing if reasonable ground be shown for it, and without such written authority of the Divisional officer, the contractor shall not claim exemption from the fine livable under clause 2.

10. The contractor shall give notice to the Sub-Divisional Officer (hereinafter called the Engineer-in-Charge) of his intention of making delivery of materials and on the materials being approved, a receipt shall be granted to him by the Divisional Officer or his Assistant, and no material will be considered as delivered until so approved.

6. On the completion of the delivery of materials, the contractor shall be furnished with a certificate to that effect by the Sub Divisional Officer (hereinafter called the Engineer-in-Charge). But the delivery will

Executive Engineer

not to be considered complete until the contractor shall have removed all rejected materials, and shall have the approved materials stacked or placed in such position as may be pointed out to him.

11. A. If at any time after the commencement of the supplies the Governor of Tripura shall for any reason whatsoever not required the whole thereof as specified in the tender to be supplied, the Executive Engineer shall, in addition to his power to annul the contract in case of default on the part of the contractor, have power to terminate all liability of the Governor there under at any time after giving due notice in writing to the contractor of his desire to do so. In the event of such a notice being given :- (a) The Executive Engineer shall be entitled to direct the contractor, to complete the supply of the materials which are ready for delivery up to the date of the expiry of the notice and thereafter to cease their supply, all the articles or supplies received and accepted up to that date shall be paid for at the tender rate, and

(b) The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full execution of the contract but which he did not obtain owing to his premature termination, or for any loss which he might have sustained on this account.

7. No. Payment shall be made for supplies estimated to cost less than rupees one thousand, till after the whole of the supplies shall have been completed and a certificate of completion given. But in the case of supplies estimated to cost more than rupees one thousand the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-In-Charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payment by way of advance against the final payment only. The final bill shall be submitted by the contractor within one month of the date

Contractor.

Executive Engineer,

Fixed for the completion of the delivery of materials, otherwise the Engineer-In-Charge's certificate of the measurement and of the total amount payable for the supply accordingly shall be final and binding on all parties.

Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to him, provided that the contractor furnishes to the Engineer-in-charge(1) an authorization in the form of a legally valid document, such as a power of attorney conferring authority on the bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-charge of the account or claim by payment to the bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the contractor should, wherever possible present his bills receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the Governor of Tripura.

14. The materials shall be of the best description and in strict Accordance with the specification, and the contractor shall receive payment for such materials only as are approved and passed by the Engineer-in-charge.
15. In the event of the material being considered by the Engineer-in-charge to be inferior to that described in the specification, the contractor shall, on demand in writing, forthwith remove the same at his own charge and cost, and in the event of his neglecting to do so within such period as may be named by the Engineer-in-charge, that officer may have such rejected materials removed at the contractor's risk, and expense incurred being liable to be deducted from any sums due, or which may become due to the contractor.
16. If the contractor or his work people or servants shall break, deface injure or destroy any building, road, curbs, fence enclosure water pipes cables, drains, electric or telephone posts or wires, trees, grass or grassland of cultivated ground contiguous to the place where the material are being supplied, he shall make good the same at his own expense and in the event of his refusing or failing to do so the damage shall be repaired at his expense by the Engineer-in-charge, who shall deduct the cost from any sums due, or which may become due to the contractor.
17. The contractor shall supply at his own expense all tools plants, and implement required for the due fulfillment of his contract, and the materials shall remain at the risk of the contractor till the date for final delivery unless those shall have been in the meantime removed for use by the Engineer-in-charge, In the event of the materials being damaged or destroyed by or in consequence of hostilities or war like operations, the contractor shall when ordered in writing by the Engineer-in-charge, remove any debris from the site, collect & Properly stocked or removed to store all serviceable materials salvaged from the damaged work and shall be paid at the contractor rate for the work of clearing the site of debris, stocking or removal of serviceable materials and the restoration of the material ordered by the Engineer-in-charge, such payment being in addition to compensation up to the value of the materials destroyed and not paid for. The contractor shall be paid for the damage or destruction suffered and for restoring the materials at the contractor's rates. The compensation shall be assessed by the Divisional Officer up to Rs. 5000/= and by the Superintending Engineer concerned for a higher amount. The certificate of the Engineer-In – Charge regarding the quantity and quality of materials shall be final and binding on all parties to this contract.

Contractor.

Executive Engineer,

Provided always that no compensation shall be payable for any loss in consequence of hostilities or war-like operations (a) unless the contractor has taken all such precautions against Air-A-Raids as are deemed necessary by the A.R.P. officer of the Engineer-in-charge, (b) for any materials etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary buildings and other things not intended for incorporation in the work.

In the event of the contractor having to restore the materials as aforesaid, he shall be allowed such extension of time for the completion of supply of materials as is considered necessary by the Divisional officer.

18. No materials shall be brought to site or delivered on Sundays without the written permission of the Engineer-in-charge.
19. This contract shall not be sublet without the written permission of the Executive Engineer. In the event of the contractor subletting his contract without such permission he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit and shall have no claim for any compensation for any loss that may accrue from the materials he may have collected or engagements entered into.

13-A. The Engineer-in-charge shall have power to make any alterations 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 course of supply of the materials and the contractor shall be bound to supply the materials in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additional or substituted materials which the contract may be directed to supply in the manner above specified as part of the work shall be supplied by the contractor on the same conditions in all respect on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion of the supply shall be extended in the proportion that the altered, additional or substituted quantity of materials bears to the original quantity and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered

additional or substituted materials include any class of materials for which no rate is specified in this contract, then such class of materials shall be supplied at the rates entered in the schedule of rates of thedistricts on which the estimated cost shown on page 2 of the tender is based, and if such of materials are not entered in the said schedule of rates, then the contractor shall within seven days of the date of his receipt of the order to supply the materials inform the Engineer-in-charge of the rate which it is his intention of charge for such class of materials and if the Engineer-in-charge does not agree to this rate he shall, by notice in writing be at liberty to cancel his order to supply such class of materials and arrange the supply thereof in such manner as he may consider advisable, provided always that if the contractor shall commence supply or incur any expenditure in regard thereof before the rates shall have been determined as lastly hereinbefore mentioned, then and in such case he shall be entitled to be paid in respect of the supply made or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of the Superintending Engineer of the circle be final.

13-B. In every case in which by virtue of the provisions of Section 12, Sub-section (1) of the workman's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works,

Contractor.

Executive Engineer,

Government will recover from the contractor the amount of the compensation so paid and, without prejudice to the rights of Government under section 12, Sub-section (2) 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 contract any claim made against it under Section 12, Sub-section(1) of the said Act, except on the written request of the contractor and upon his giving to Government full security for all cost which Government might become liable in consequence of contesting such claim.

13-C. (a) The contractor shall pay not less than fair wages to laborer engaged by him on the work.

Explanation:- “Fair Wages” means wages whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Tripura P.W.D. for the district in which the work is done.

(b) The contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid a fair wages to labourers indirectly engaged on the work, including any labour engaged by his Sub-contractors in connection with the said work, as if the labourers had been immediately employed by him.

(g) In respect of all labour directly or indirectly employed in the works for the performance of the contractor’s part of this Agreement the contractor shall comply with or cause to be complied with the Tripura P.W.D. contractor’s Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deduction from wages recovery of wages not paid and deductions unauthorisedly made maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

(h) The Executive Engineer concerned shall have the right to deduct, from the moneys 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 fulfillment of the conditions of the contract for the benefit of the workers, non payment of wages or of deduction made from his or their wages are not justified by the terms of the contract or non observance of the Regulations.

(dd) Under the provision of the minimum wages Act. 1948 and the Minimum Wages (Central) Rules 1950, the contractor is bound to allow or cause to be allowed to the Labour directly or indirectly employed in the works one day’s rest for six days continuous work and pay wages at the same rate as for duty. In the event of default, the Executive Engineer or Sub-divisional officer concerned shall have the right to deduct the sum or sums not paid in account of wages for weekly holiday to any labourers and pay the same to the persons entitled thereto, from any moneys due to the contractor.

(i) Vis-à-vis the Tripura Government the contractor shall be primarily liable for all payments to be made under, and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his Sub-contractors.

(j) The Regulations aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be a breach of this contract.

13. –D In respect of all labour directly or indirectly employed in the works for the

Contractor.

Executive Engineer,

Performance of the contractor's part of this agreement, the contractor or shall comply with or cause to be complied with all rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Tripura Public Works Department and its contractors.

13.E. In the event of the contractor (s) committing default or breach of any of the provisions of the Tripura Public Works Department Contractor's Labour Regulations and Model Rules for the protection of health and sanitation arrangements for the workers as amended from time to time or furnishing any information or submitting or filling 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 not exceeding Rs. 50/= for every default breach or furnishing making, submitting, filling such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 50/ 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 to the parties.

13.F. Hutting for labour – The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number, of huts (thereinafter referred to as the camp) of the following specification on a suitable plot of land to be approved by the Engineer-in-Charge:

- (1) (a) The minimum height of each hut at the eve level shall be 7 ft and the floor area to be provided will be at the rate of 30 sq. ft. for each member of the worker's family staying with the labourer.
- (c) The contractor (s) shall in addition construct suitable cooking places having minimum area of 6ft X 5ft. adjacent to the hut for his family.
- (C) The contractor(s) also construct temporary latrines and urinals for the use of the labourers 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.

20 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.

- 4) (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 sun-dried bricks the wall should be plastered with mud gobi on both sides. The floor may be katcha but plastered with mud gobi and shall be at least 6 ft. above the surrounding ground. The roofs shall be laid with thatched 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 of the roofs remain water tight.
 - (b) The contractor(s) shall provide each hut 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 8 yards between the rows of huts which may be reduced to 20 ft according to the availability of site with the approval of the Engineer-in-Charge back to back construction will be allowed.
- 5) Water Supply: - The contractor(s) shall provide adequate supply of water for

Contractor.

Executive Engineer,

the use of labourers. The provisions shall not be less than 2 gallons of pure and wholesome water per head per day for drinking purpose and 3 gallons of clear water per head 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 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 thereof.

- (9) The site selected for the camp shall be high ground removed from jungle.
- (10) 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 requirement laid down by the Local Health Authorities. If trenching or incineration is not allowed the contractor (s) shall make arrangement 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 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 8 seats in case of dry system.
- (11) Drainage: - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp clean and tidy.
- (12) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- (13) Sanitation: - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health Authority.

13-G In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement the contractor shall at his own expense arrange for the safety provision as per Tripura 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 penalty of Rs. 50/- 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 in that behalf from the contractor.

14. " Except where otherwise provide in the contractor all questions and disputes relating to the meaning of the specification, design, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used on 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, design, drawings, specification, estimates, instructions, order of these conditions or otherwise concerning the work, or the execution or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chief Engineer, Tripura Public Works Department and in case he is unable to act as arbitrator to the sole arbitration of any persons to be appointed by such Chief Engineer. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant that he had to deal with the matters to which the contact relates and that in the course of his duties as Government servant he had expressed view on all or any of the matters

Contractor.

Executive Engineer,

in disputes or differences. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Chief Engineer as aforesaid as early as may be after such transfer, vacation of office or in ability to act shall appointed another person to act as arbitrator in accordance with the terms of contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor, it is also a term of this contract that on person other than a person appointed appointed by the Chief Engineer as aforesaid should act as arbitrator and if for any person that is not possible the matter is not to be referred to arbitration at all in all case where the total amount of claim in dispute is Rs. 5000/= (Rupees five thousand) or above the arbitrator shall give reasons for the award.

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

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

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

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

15. On the breach of any term or condition of this contract by the contractor, the said Governor of Tripura shall be entitled to forfeit the security deposit, or the balance thereof, that may at that time remaining and to realize and retain the same as damages and compensation for the said breach, but without prejudice to the right of the said Governor of Tripura to recover any further sums as damage from any sums due or which may become due to the contractor by Government or otherwise howsoever.

Interpretation Clause: -

The Governor means the Governor of Tripura and his successors.

The Executive Engineer means the Executive engineer for the time being of the Division concerned.

The Sub Divisional Officer means Sub-Divisional Officer for the time being of the Sub Division concerned.

Words importing the singular number only include the plural number and vice versa.

Termination of Contract on death.

16. Without prejudice to any of the right or remedies under this contract, if the Contractor dies, the Executive Engineer on behalf of the Governor of Tripura shall have the option of terminating the contract without compensation to the contractor.

Contractor.

Executive Engineer,

17. (1) Whenever any claim against the contractor for the payment of a sum or money arises out or money under the contract, Government shall be entitled to recover such sum by appropriating, in part or whole, the security deposit of the contractor and to shall any Government Promissory notes ect. Forming the whole or part of security in the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contractor with Government. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Government on demand the balance remaining due.

(2) Government shall have the right to cause and audit and technical examination of the works and the final bill of the contractor including all supporting vouchers, abstracts, 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 by him 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 the overpayment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub- clause (1) of this clause or in any other manner legally permissible and if as a result of audit and technical examination 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 underpayment shall be duly paid by Government to the contractor.

PROVIDED that 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 Superintending Engineer or Executive Engineer on the one hand and the contractor on the other hand any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

Contractor.

Executive Engineer,

TENDER DOCUMENT OF UPVC PIPES

**GOVERNMENT OF TRIPURA
OFFICE OF THE CHIEF ENGINEER
PUBLIC WORK DEPARTMENT, (WATER RESOURCE)
KUNJABAN, AGARTALA, TRIPURA (WEST)**

DRAFT N.I.T. NO. 03/CE/PWD (WR)/DNIT/2017-2018.

NAME OF WORK - Procurement of UPVC. Pipes of different diameter & pressure for WR Schemes for North, Unokoti & Dhalai District in Tripura during the year 2017 -2018.

ESTIMATED COST

PUT TO TENDER : - : ` 1,89,67,921/- (Rupees One Crore Eighty nine Lacs Sixty seven Thousand Nine Hundred twenty one) only

EARNEST MONEY:- Rs. 1,89,679/-

TIME FOR COMPLETION: - 04 (Four) Months.

D.N.I.T

NAME OF WORK :- Procurement of UPVC. Pipes of different diameter & pressure
For WR Schemes for North, Unokoti & Dhalai District in Tripura
during the year 2017 -2018.

ESTIMATED COST PUT : ` 1,89,67,921/- (Rupees One Crore Eighty nine Lacs Sixty
sevenThousand Nine Hundred twenty one) only

EARNEST MONEY:- Rs. 1,89,679/-

TIME FOR COMPLETION: - 04 (Four) Months.

No. DNIT/ 03 /CE/PWD (WR)/DNIT/
2017-2018.

This Tender document 25 (Twenty Five)
Nos. of written pages only.

ISSUED TO: - M/S.

Executive Engineer,
Resource Division, Panchamukh.
Agartala, Tripura.

TENDER DOCUMENT

Name of Work:	Procurement of UPVC. Pipes of different diameter & pressure for WR Schemes for North, Unokoti & Dhalai District in Tripura during the year 2017 - 2018.
Notice Inviting Tender No :	01/EE/RD/2018 - 2019 , dated 10 - 04- 2018
Tender Documents available :	Upto 07 - 05 - 2018 . Between 10 AM to 5 PM except Sunday and other Govt. Holidays.
Last Date of receiving of tender documents. :	Upto 3.00 P.M. on 10- 05 -2018.
Opening date of tender :	12.00 Hrs. on 19-05- 2018. If possible, otherwise on the next working day.
Name of Purchaser :	W.R. Wing, P.W.D, Govt. of Tripura on behalf of the Governor of Tripura.
Invited by :	Executive Engineer, Resource Division, Panchamukh, P.O. A.D. Nagar, Agartala, West Tripura – 799 003. Phone No.0381-237 5187

Contractor

Executive Engineer,

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Contractor.

Executive Engineer,

(Contd..P/3..)

GOVERNMENT OF TRIPURA
PUBLIC WORKS DEPARTMENT

NOTICE INVITING TENDER NO.01/EE/RD/ 2018-19

DATED, 10/04/2018

Separate sealed tenders are invited on behalf of the “GOVERNOR OF TRIPURA” from the Manufacturers having ISI Certification for **UPVC pipes and Couplers** of current validity upto **3.00 PM** on **10-05-2018** in P.W.D Form No 9(Nine) for the supply:-

SL. No.	DESCRIPTION OF SUPPLY	ESTIMATED COST	EARNEST MONEY	TIME FOR COMPLETION
1.	Procurement of UPVC. Pipes of different diameter & pressure for WR Schemes for North, Unokoti & Dhalai District in Tripura during the year 2017 -2018.	Rs. 1,89,67,921/=	Rs. 1,89,679/-	4 (Four) Months.

2. For the cases where tender documents will be sold, the tender documents consisting of detailed plans, complete specifications, schedule of quantities of the various classes of work/supply of work to be done and the set of conditions of contract(s) to be complied with, can be obtained on or after **18-04- 2018** from the office of the Executive Engineer, Resource Division, Panchamukh, Agartala or the Superintending Engineer, WR Circle No-1, Kunjaban on any working day during office hours upto **07-05- 2018**.

3. Tenders which shall always be placed in sealed covers with name of work written on the envelope (for each work separately) will be received by the **Divisional Officer , Resource Division, Panchamukh Agartala or the Superintending Engineer, WR Circle No.I, Kunjaban or the Joint resident Commissioner, Tripura Bhavan, 1, Pretoria Street, Kolkata up to 3.00 P.M. on 10-05-2018** and will be opened only by the Executive Engineer Resource Division,Panchamukh on **19-05-2018 at 12.00 A.M.** if possible. If the office happens to be closed on the date of receipt/opening of the tender as specified, the tender will be received / opened on the next working day if possible at the same time and venue. The tender may be submitted by the tenderers either by post or in person. No late receipt of sealed tenders after the stipulated time and date will be entertained. Any tender received after the closing time for submission of tender shall be returned unopened.

4. Tender form can be obtained the office of the Executive Engineer, Resource Division, Panchamukh or the Superintending Engineer, Water Resource Circle No-I on payment of a sum of Rs. 500/- (for estimated cost up to Rs. 1 Lakh), Rs. 1000/- (for estimated cost over Rs. 1.00 Lakhs upto Rs. 50 Lakhs),& Rs. 2500/- (for estimated cost over Rs. 50 Lakhs upto Rs. 2 Crores)5,000,00/- (for estimated cost over Rs. 2 Crores) in cash.

The tender documents can be downloaded from the website www.tripurainfo.com & <http://tenders.gov.in/department.asp?id=1324> And in that case the cost of tender documents should be deposited separately alongwith the tender through demand draft in favour of Executive Engineer,Resource Division,Panchamukh,Agartala. Receipt of application for issue of tender forms will be stopped on **07-05-2018 at 4.00 PM.** and issue of tender forms will be **stopped on 08-05-2018.**

..Page-4.

5. The contractor shall not be permitted for works in the Tripura, P.W.D. Circle responsible for award and execution of contract in which near relative is posted as Divisional Accountant / as an officer in any capacity between the Grades of Superintending Engineer, and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or any subsequently employed by him and who are near relatives of any Gazetted officer in the Tripura P.W.D. Any breach of these conditions by the contractor would render him liable for removal from the approved list of contractors of this Department.

6. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Tripura shall be allowed to work as contractor for a period of two years of his retirement from Government Service without the prior permission of Government of Tripura. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of Tripura as aforesaid, before submission of the tender or engagement in the contractor service, as the case may be.

7. (a) Tender form will be sold on submission of documentary proof (in a shape of attested copy by a Gazetted officer/Notary attested) of valid **GST** and valid manufacturers certificate for UPVC pipes. Tenders, which are not in prescribed printed form and are not purchased from the office of the Executive Engineer, Resource Division, Panchamukh or Superintending Engineer, WR Circle No-I, Agartala or downloaded from website shall be rejected at the time of opening of tenders. In case of firms and companies, tendering for the work, those firms and companies shall be registered in India. The condition regarding **GST** enumerated above will equally apply in case of firms and companies.

(b) Tender documents should be sold to only those contractors who fulfill the eligibility criteria set out in the Press Notice and who are not relative of Divisional Accountant or Superintending Engineer or Executive Engineer/Assistant Engineer/Junior Engineer of the circle in which the work is to be executed.

8. (a) The contractor shall quoted the rates and amounts tendered by them both in figures as well as in words. The amount for each item shall be worked out and requisite totals shall be given. When a Contractor signs a tender in Indian language the rate and amount of tender shall also be written in that language. In such cases, the rates and amount tendered shall be attested by a witness.

(b). Special care shall be taken so that the rates and amounts are always written both in figures and words in such a way that interpolation is not possible. In case of figure, the words Rs. should be written before the figure and paise at the end (Viz Rs.250.50 p). In case of rate or amount in words, the words Rupees should precede and the word only shall be written at the end (Viz Rupees two hundred fifty and paise fifty) only.

(c). Item(s) for which no rate or price has been entered by the contractor / Agency shall not be paid for and shall be deemed covered by the other rates / prices in the contract.

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

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

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

(g). All corrections to rates and amounts in the tender shall be initialed by the contractor. Every pages including the blank pages of tender document shall be signed by the contractor.

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

9. (a). **Earnest Money @ 1 (One) %** of the estimated cost put the tender without selling limit shall be deposited in any scheduled Bank of India guaranteed by the Reserve Bank of India **in the shape of “Deposit at Call” or “Demand Draft” with validity a sum total of continuous 6 (six) months** in favour of the Executive Engineer, Resource Division, Panchamukh Agartala. The Deposit at Call and Demand Draft must be submitted along with the tender. **Earnest Money in any other form will not be accepted.** Tender without Earnest Money, unless exempted, shall be summarily rejected.

(b). Diploma & Degree Engineers enlisted in Class – V and Class-IV (B) respectively will be exempted from depositing Earnest Money along with tender on works costing upto Rs.1 lakh & 2.50 Lakhs respectively.

(c). Contractor exempted from depositing Earnest Money in individual case shall attach with the tender an attested copy of the letter exempting the contractor, from depositing earnest money.

(d). The contractor / Agencies exempted from depositing Earnest Money along with submission of tender by any order of Government of Tripura, will have to deposit 1% of the estimated cost in the shape of “Deposit at Call” and demand draft as stated in clause 9(a) above in favour of Executive Engineer, Resource Division, Agartala before issuance of work order.

12. The security deposit will be 10% of the contract value. The security deposit will be collected by deduction from the running bills of the contractors at the rate mentioned below and the earnest money will be treated as part of security deposit. A sum of @ 10% of the gross amount of the bill of the contractor till the sum along with the earnest money equal to amount of 10% of the tender value of the work subject to the following limit.

- (a). Tender value upto Rs. 100.00 Lakhs – Security Deposit @ 10% subject to a maximum of Rs. 5.0 Lakhs.
- (b). Tendered value above Rs. 100.00 Lakhs upto Rs. 200.00 Lakhs – Security Deposit @ 10% subject to a maximum of Rs. 15.0 Lakhs.
- ©. Tendered value above Rs. 200.00 Lakhs Security Deposit @ 10% subject to maximum 25.00 Lakhs.

11. Earnest Money of the unsuccessful tenderer/tenderers will be refunded on finalization of tender or expiry of validity period whichever is earlier.

12. If any tenderer withdraws his tender within the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to the Department then the Government shall, without prejudice to any other right or remedy be at liberty to forfeit 50 (fifty) % of the earnest money absolutely.
13. The accepting authority reserves the right to accept / reject any / all tenders without assigning any reason.
14. Tenders which do not fulfill any of these conditions or are not complete in any respect, are liable for summary rejection.
15. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resorts to canvassing will be liable for rejection.
16. The contractor shall read the specifications carefully before submitting the tender.
17. The whole work may be split up between two or more contractors or accepted in part and not in entirety, if considered expedient.
18. The Contractor's responsibility for this contract shall commence from the date of issue of acceptance order of tender.
19. Letters etc. found in the tender box raising or lowering the quoted rates or dealing with any other point in connection with the tender shall not be considered.
20. **GST & any other Duties, Royalties etc.** on materials any works in respect of this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in this respect. Tenderer, shall note this, at the time of quoting rates and prices.
21. In case the contractor fails to commence work specified in the tender document on 15(Fifteen) days or such time periods as mentioned in letter of award after the date on which the Engineer-in-charge issuing written order to commence the work, or from the date of handing over of the site, whichever ever is later, the Government shall without prejudice to any other right or remedy be at liberty to forfeit whole of the earnest money absolutely.
22. All work shall be carried out in accordance with the Tripura P.W.D. specification and where Tripura PWD specification is silent the specifications of CPWD/CPHEEO/CWC/MORT & H / B I S, or if any specified separately will be followed.
23. No labour under 14 years of age shall be employed in the work and all labourers employed shall be paid at the rates not less than those approved by Government of Tripura. Fair wage clause and relevant orders of the Government of Tripura, will be binding on the contractor.
24. All tools, plants and implements required for the construction of the work except those mentioned to be supplied by the Department on hire charges will have to be arranged by the contractor at his own cost.

25. No claim for idle labourers and establishment will be allowed on account of delay in supply of departmental tools, plants and materials.
26. Contractor shall be responsible for shortage or wastage of Departmental materials if issued to the contractor.
27. Recovery of surplus quantity of materials issued but not returned shall be made from the contractor's bill at double the issue rate of materials.
28. No transfer of Earnest Money from any amount already at the credit of tenderers (as Earnest Money or Security Deposit in connection with the other works) will be allowed.
29. Contractors are to arrange all materials for works including stipulated materials, if not available in the store at any time. However no difference of cost between the market rate & issue rate will be allowed.
30. Contractors shall have to submit working programme with Bar Chart within 15 days time of work order for works costing more than Rs.30.00 lakhs. Otherwise his order may be cancelled.
31. No non-Indian national labourers who do not possess valid passport and visa will be allowed to work under any contractor, otherwise the contract will be cancelled.
32. The tender for the work shall not be witnessed by a contractor or contractors who themselves has/ have tendered or who may and has/ have tendered for the same work. Failure to observe this condition shall render tenders of the contractors/ tenderers as well as those witnessing the tender, liable for summary rejection.
33. Before submitting tenders, the tenderers are to satisfy themselves by actual visit to the site of work as regards the prevailing conditions of approaches and roads and availability of labourers and materials etc. and tenderers submitting tenders shall be deemed to have done so. No claim on the above account will be entertained afterwards.
34. **G,S,T (Goods Service Tax)/ is also applicable for Tripura based industrial units and it will be realized as per rule of the G.S.T.**
35. The tender for the works shall remain open for acceptance for a period of 180(One hundred eighty) days from the last date of submission of tender.
36. Schedule of Payments:
- (a). For work costing upto Rs.1.00 lakhs - First & Final Bill.
 - (b). For work costing Rs.1.00 lakhs to Rs.10.00 lakhs – Running Account Payment Bill shall not be less than Rs.1.00 lakhs per Bill.
 - (c). For work costing Rs.10.00 lakhs to Rs. 1.00 Crore – Running Account Payment Bill shall not be less than Rs.2.00 lakhs.
 - (d). For work costing above Rs. 1.00 Crore to Rs. 5.00 Crore – Running Account Payment bill shall not be less than 60.00 lakhs.
37. In addition to special conditions, general conditions etc. of Tripura PWD Form No-9 with up to date correction slip will also form a part of the tender.

Contractor.

(Contd. p/8)

Executive Engineer,

SCHEDULE OF SUPPLY

Name of Work: - Procurement of UPVC. Pipes of different diameter & pressure for WR Schemes for North, Unokoti & Dhalai District in Tripura during the year 2017 -2018.

ITEM NO-1.

Supply of unplasticized PVC pipes of different diameter and pressure for different WR. Schemes in Tripura **with ISI mark** for Irrigation water supply as per specification No. **IS: 4985:2000** (with latest amendment) with required quantity of couplers conforming to **IS: 10124: 1988(P -2) with ISI Mark** and Cement Solvent required for jointing the pipes as per specification No. **IS: 14182:1994 with ISI Mark** including, **carrying of the materials by road (by truck)**, all kinds of loading, unloading, stacking properly at destination, measurement etc. complete as per direction of the Engineer-in-charge.

A. At Batarashi, storeyard of Assistant Engineer, Resource Sub-Division, Dharmanagar.

Sl. No.	Description	UNIT	Quantity	RATE PER MTR.	AMOUNT
2.5.00 Kg/cm² pressure					
i.	90 mm OD	Metre	5,000 m.	@ Rs. (Rupees)only	Rs.
ii.	110 mm OD	Metre	16,200 m.	@ Rs. (Rupees)only	Rs.
iii.	140 mm OD	Metre	16,200 m	@ Rs. (Rupees)only	Rs.
iv.	160 mm OD	Metre	16,200 m	@ Rs. (Rupees)only	Rs.
v.	200 mm OD	Metre	9,200 m	@ Rs. (Rupees)only	Rs.
4.00 Kg/cm² pressure					
Vi	250 mm OD	Metre	3,300 m	@ Rs. (Rupees)only	Rs.
vii	315 mm OD	Metre	3,300 m	@ Rs. (Rupees)only	Rs.

Contractor.

Executive Engineer.

(Contd. p/9)

DECLARATION OF THE CONTRACTOR

I/We hereby declare that I/We have personally gone through the pamphlet containing general directions and conditions attached to PWD Form No.9 (Modified) and also the clauses of the attached detailed N I T for the work and I/We do agree to abide by the rules and regulations and conditions therein including upto date modification made by the Government of Tripura.

Contractor.

Executive Engineer,

SPECIAL TERMS AND CONDITIONS

1. UPVC pipes shall conform to IS: 4985:2000 with latest amendment if any.
2. Supply shall be restricted to the manufacturers of PVC pipes and couplers having License for ISI Marking.
3. Couplers may be of same classification or of higher classification but with I S I Marking.
4. If authority desire to distribute the supply among different agencies, the firm is to accept the quantities of pipes and sizes allotted to him irrespective of telescopic sizes. No condition what-so-ever in this respect will be entertained. Tender having any condition regarding telescopic sizes will be rejected.
5. Materials shall be required to be inspected by wings of CIPET, Bhubaneswar before the materials are actually despatched. Copies of inspection notes are to be submitted along with the bill for payment. The inspection charge will have to be borne by the supplier. Materials should be stamped by CIPET as token CIPET approval.

Contractor.

Executive Engineer,

(Contd.P/10)

6. The rates shall be quoted inclusive of all taxes & other duties, incidental charges, stacking, cutting charge carriage, loading, unloading measuring etc. No "D" Form related to GST will be issued by the Department.

7. No price escalation, whatsoever will be allowed.

8. Place of delivery & mode of dispatch: - All materials are to be despatched by Road , Transport through truck only for delivery to Concern Sub-Division.

9. The pipes shall be supplied in straight length of 3, 4, 5 and 6 meters. In case of any broken and/ or damaged pipes between 3 to 4,4 to 5 and 5 to 6 meters are delivered the supplier(s) shall be responsible for cutting the broken/ damaged PVC pipes to the serviceable straight length of 3,4 and 5 meters as directed by the Engineer-in-Charge within 15 (Fifteen) days from the date of delivery of the materials at no extra cost, other wise the same will be straight way rejected.

10. The pipes shall be supplied with both end plain. One coupler should be supplied for each standard length of pipe along with necessary Solvent Cement for jointing without extra cost. Solvent Cement with ISI marking should be supplied in airtight & fireproof sealed Container not exceeding 10 Kg. each. The minimum quantity of Solvent Cement for jointing should be worked out as shown below:-

Sl.No.	Outer Dia. Of PVC Pipes	Solvent cement required
1.	90 mm O D	1 kg for 79 joints of Pipes
2.	110 mm O D	1 Kg for 54 joints of Pipe
3.	140 mm O D	1 Kg for 36 joints of Pipe
4.	160 mm O D	1 Kg for 27 joints of Pipe
5.	200 mm O D	1 kg for 15 joints of pipe
6.	250 mm O D	1 Kg for 9 joints of Pipe
7.	315 mm O D	1 Kg for 5 joints of Pipe

11. Any materials supplied if found, not conforming to proper specification/ damaged/ broken may be rejected and the same will have to taken back by the supplier concerned at their own cost within 15 (Fifteen) days time from the date of receipt of intimation from the Executive Engineer, Resource Division, Agartala. In case of failure of the supplier to take back such materials subsequent decay and damage whatsoever will be at contractor's risk and cost.

12. If the Department feels necessary or otherwise at the time of dispute / confusion before taking measurement of the materials, it can perform necessary test as per relevant IS Code and the acceptance of the materials will be judged on the result of the tests performed Departmentally, and this will be binding on the firm. The expenditure of such Departmental test will however be borne by the Department.

Contractor.

Executive Engineer.

13. Copies of inspection note/certificate of CIPET, Bhubaneswar and the suppliers lorry wise challans and invoices are to be submitted to the respective stores at the time of delivery of the materials. Signed copies of challans & the copy of the inspection reports are to be submitted alongwith the bill(s) for payment.
14. The tenderers are to submit the Zerox copies of GST,PAN Card and BIS license of current validity all duly attested by Notary, at the time of purchase of tender documents and also along with tender
15. The successful tenderer shall be required to enter into a formal agreement to be executed in PWD Form – 9 and to comply with all Terms & Conditions as per clauses provided in the agreement.
16. The tenderer must complete all the column as per tender enquiry and tender schedule duly filled in and unless the tender is accompanied with the complete particulars / documents, their tender is liable to be rejected.
17. The payment will be made after physical receipt of the specified materials conforming to IS: 4985:2000. IS: 10124:88(Pt-2) and IS: 14182:1994 guided by measurement in Measurement Book by the receiving officer **& availability of fund.**
18. The composition of the pipes and sockets should be such that finished product should have density in between 1.40 to 1.46 Gm/cu.cm and which will be measured at site if necessary.
19. MARKING.
Each pipe shall be clearly and indelibly marked at intervals of not more than three meters.

The marking shall show the following.

- (a). The manufacturer's name or trade mark on each pipe and socket.
- (b). The outside diameter;s of pipe and size of socket.
- (c). Batch number.
- (d). Class of pipes & socket.
- (e). ISI Certification mark on each pipe & socket.
- (f). Purchaser's name i.e. WR. TRIPURA on each pipes.
- (g). Pipes & Sockets shall be supplied having surface colour (Mass Colour) gray only.
- (h). Any important information that the manufacturer deems fit to be inserted on pipe & Socket.
- (i). Year of purchase.

Contractor.

Executive Engineer.

20. In case of any dispute arising out of this tender, the same will be settled within the jurisdiction of Agartala only.

21. Local industrial units having BIS licence intending to avail Tripura Industrial Investment Promotion Incentive Scheme 2007 will have to submit eligibility certificate in prescribed format from the competent authority along with the tender.

22. Detailed break up of the quoted/offered rates showing Bases Price, GST, Rate for transportation etc, of the are to be submitted along with the render.

23. Superintending Engineer is the sole Authority to grant the time extension as provided in clause 4 of PWD Form-9 and to decide on the amount of penalty /compensation as per clause 2 of PWD Form -9.

24. The manufacturer having NSIC registration certificate of outside of Tripura also should have to deposit earnest money in the shape of deposit at call/demand draft. Otherwise the tender of such manufacture will be treated as informal.

25. If the supply is not effected within the stipulated period/ extended period as mentioned in the agreement, Earnest Money/ security Deposit will stand forfeited absolutely to the Government.

26. In case supplier fails to execute the order within the schedule period of delivery for reasons and if the Department agrees to the extend delivery date, price rise if applicable within such extension period will also not be entertained by the purchaser.

27. Deviation of quantities for all items or individual items to the extent of 25% if required by the department shall have to be supplied by the successful, supplier, provided order for deviated quantities is placed within the delivery period stipulated in the agreement.

28. The manufacturer having the manufacturing licence of UPVC pipes as per IS: 4985:2000 with latest amendments IS:10124:1988 (P-2) with ISI Mark if any and also having at least 3 (Three) years proven performance certificate of product with in preceding 5 (Five) years prior to this tender is entitled to compete this tender. The certificate should be issued by an officer not below the rank of Executive Engineer of Central/State Government Department, Government Organisation and PSUs.

29. If the agency gets any excise reimbursement benefit for the tender materials the benefit shall pass over to the buyer and agency should submitted certificate along with bill stating whether he has got any excise reimbursement benefit or not. If benefit is availed the same amount will be deducted from the bill.

30. An undertaking to the effect that in case it is deducted by the Govt, that any refund from Excise Duty Authorities obtained by the contractor after obtaining reimbursement from the Payment Authority and if the same is not refunded by the contractor to the paying Authority giving details and particulars of transportations, the paying authority will have full authority to recover such amount from contractor's outstanding bills against a particular contract or any other pending Govt, bills under this Division and no dispute on this account would be raised by the contractor.

Contractor.

Executive Engineer,

**TENDERERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL QUESTIONS GIVEN.
TENDERERS MAY PLEASE NOTE THAT IF THE ANSWERS SO FURNISHED ARE
NOT CLEAR AND ARE EVASIVE THE TENDER WILL BE LIABLE TO BE IGNORED.**

- 1 . NIT NO. 01 /EE/RD/2018-2019. due for opening on _____
- 2 . Offer is open for acceptance till :-
- 3 . Brand of store offered :-
- 4 . Name & address of manufacturer :-

- 5 . Station of Manufacturer :-
- 6 . What is your Permanent Income Tax A/C No. :-
- 7 . **STATUS.** :-
 - a . Indicate whether you are LSI or SSI :-
 - b . If you are a small scale unit registered with NSIC under single point Registration scheme, whether there is any monetary limit. :-
 - c . In case you are registered with NSIC under single point, Registration scheme for the item quoted, confirm whether You have attached a photo copy of the Registration

8. State whether business dealings with you have been banned by Min/Department of supplies.:-
9. Please confirm that you have read all instruction carefully and have complied with accordingly.:-

1. Full name & address of the person signing
(in block letters)

Signature of witness.
Full name & address of
Witness (in block letters).

2. Whether signing as proprietor/ Partner / constituted attorney/ duly authorised by the company.

Contractor.

Executive Engineer,

(Contd.P/14)

TENDER FOR THE SUPPLY OF MATERIALS IN P.W.D. FORM NO-9. SECTION-VIII.PAGE-

I/We hereby tender for the supply for the “Governor of Tripura” of the materials described in the mentioned memorandum according to the specification within the times specified and at the rates specified therein subject to the contract. :-

i). Earnest Money :-Rs. **1,89,679/-**.

ii). Security Deposit :- 10% of contract value including Earnest Money deposited subject to page-5 para-10.

e. Payable immediately on the acceptance of tender (excluding Earnest Money if deposited in case With tender):- Rs...Nil..

f. Percentage to be deducted from Running Account Bill:-@ 10% of bill, subject to maximum as per page-5 para-10.

Description or specification of materials to be supplied	Total quantities if each to be supplied.	Place at Which to be Delivered.	Quantities to be delivered at each place.	Date by which delivered at all places must be completed.	Rates at which articles are to be supplied inclusive of every demand.	Unit
SEPARATE SCHEDULE ATTACHED						

The percentage where to security deposit is taken, will vary from 5 percent to 10 percent according to the requirement of the case where security deposit is taken see note clause 1 of condition of contract.

Contractor.

Executive Engineer,

Should this tender be accepted in whole or in part, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable and / or in default thereof to forfeit and pay to the Governor of Tripura or his successor in office, the sum of money mentioned in the said conditions. A sum of Rs. _____ is hereby forwarded in the form of Deposit at call on S.B.I. or _____ (any scheduled Bank of India guaranteed by the Reserve Bank of India), drawn in favour of Executive engineer, Resource Division as Earnest Money. If I/We fail to commence the work specified in the above memorandum, I/We agree that the said Governor or his successor in office shall without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money absolutely, otherwise the said Earnest Money shall be retained by him towards Security Deposit mentioned against Clause of the above mentioned memorandum.

Dated, the _____ day of _____ 200 .

Signature of witness

Signature of Contractor.

Address: -

Address:-

Occupation:-

The above tender is hereby accepted by me on behalf of the Governor of Tripura.

Dated, the _____ day of _____ 200 .

Signature of the officer by whom the tender is accepted.

Contractor.

Executive Engineer,

(Contd. P/16)

P.W.D- 9 (Pamphlet)
GOVERNMENT OF TRIPURA
PUBLIC WORKS DEPARTMENT

State
Branch

Division
Sub Division

TENDER AND CONTRACT
FOR
SUPPLY OF MATERIALS
(Central P.W.D Code, Paragraph 89)

GENERAL RULES AND DIRECTIONS FOR THE GUIDIENCE OF CONTRACTORS

1. All supplies proposed to be obtained by contract will be notified in a form of invitation to tender posted in public places and signed by the Sub Divisional Officer
Executive Engineer

This form will state the supplies to be made, as well as the date of submitting and opening tenders and the time allowed for carrying out the work; also the amount of the earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentages, to be deducted from bills. Copies of the specification, and any other documents required in connection with the work, signed for the purpose of identification by the

Sub Divisional Officer shall be also be open for inspection by the contractor at the
Executive Engineer

Office of the Sub- Divisional Officer during office hours.
Executive Engineer

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf by a person holding power-of-attorney authorizing him to do so, such power-of-attorney to be produced, with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act.

3. Receipt for payments made to a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall full up the usual printed form. 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 firm of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tenders shall have the name number of the work to which they refer written outside the envelop.

Contractor.

Executive Engineer,

5. The Sub-Divisional Officer or his duly authorised assistant, will open tenders in the presence of any

Executive Engineer

intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall there upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money forwarded with such accepted tender shall thereupon to returned to the contractor making the same.

6. The office inviting tenders shall have the right of rejection all or any of the tenders, and will not be bound to accept the lowest tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Divisional Officer and

Executive Engineer

The contractor shall be responsible for seeing that he procures a receipt signed by the Sub-Divisional Officer or a duly authorised cashier.

Executive Engineer

CONDITION OF CONTRACT

Clause 1. The person/ persons whose tender may be accepted (hereinafter) called the contractor shall within one day for a contract of Rs. 1,000/- or less, two days for one of Rs. 2000/- or less, and so on, to a limit of 10 days of the receipt by him of the notification on the acceptance of his tender deposit with the Engineer-in-Charge in cash including Guarantee Bonds executed or Fixed deposit receipts tendered by the state bank of India or scheduled banks. In the case of Guarantees offered of scheduled banks, the amount should be within the financial limits prescribed by the Reserve Bank of India or Government securities endorsed to the Engineer-in-Charge (if deposited for more then 12 months) a sum sufficient with the amount of the earnest money deposited by him with this tender to make up the full security deposits specified in the tender, or deposit a sum as well, with the earnest money deposited by him if any amount to 2.5% of the estimated cost of the work put to tender and permit Government at the time of making any payment to him for work done under the contract to deduct such sum as alongwith the sum already deposited will amount to 10% of the estimated cost of work put to tender. Such deductions to be held by Government by way of security deposit. Provided always that Government for this purpose be entitled to recover 7.5% of the amount of each running bill till the balance of 10% of the estimated cost of the work put to tender each realised. All compensation or other sums of money payable by the contractor to Govt. under the terms of his contract may be deducted from , or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefore, or from any sums which may be due or may become due to the contractor by Government on any account whatsoever, and the event of his security deposit being reduced by reasons of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit, or any part thereof..

12. The contractor is to deliver the materials on or before the dates mentioned in the tender. Failing which he shall be subject to pay or allow one percent. on the total

Contractor.

Executive Engineer,

amount of the contract for every day not exceeding ten days that he shall exceed his time as and for liquidated damages.

13. In every case in which the payment or allowance mentioned In clause 2 shall have incurred for ten consecutive days, the Executive Engineer shall have power to the annual the contract and to have the supply completed at the contractor's risk and expense without any further notice to him and the contractor shall have no claim to compensation for any loss that he may incur in any case.

14. If the contract shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender, he shall apply in writing to the Divisional Officers, who shall grant it in writing if reasonable ground be shown for it, and without such written authority of the Divisional officer, the contractor shall not claim exemption from the fine livable under clause 2.

15. The contractor shall give notice to the Sub-Divisional Officer (hereinafter called the Engineer-in-Charge) of his intention of making delivery of materials and on the materials being approved, a receipt shall be granted to him by the Divisional Officer or his Assistant, and no material will be considered as delivered until so approved.

6. On the completion of the delivery of materials, the contractor shall be furnished with a certificate to that effect by the Sub Divisional Officer (hereinafter called the Engineer-in-Charge). But the delivery will

Executive Engineer

not to be considered complete until the contractor shall have removed all rejected materials, and shall have the approved materials stacked or placed in such position as may be pointed out to him.

16. A. If at any time after the commencement of the supplies the Governor of Tripura shall for any reason whatsoever not required the whole thereof as specified in the tender to be supplied, the Executive Engineer shall, in addition to his power to annul the contract in case of default on the part of the contractor, have power to terminate all liability of the Governor there under at any time after giving due notice in writing to the contractor of his desire to do so. In the event of such a notice being given :-(a) The Executive Engineer shall be entitled to direct the contractor, to complete the supply of the materials which are ready for delivery up to the date of the expiry of the notice and thereafter to cease their supply, all the articles or supplies received and accepted up to that date shall be paid for at the tender rate, and

(b) The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full execution of the contract but which he did not obtain owing to his premature termination, or for any loss which he might have sustained on this account.

7. No. Payment shall be made for supplies estimated to cost less than rupees one thousand, till after the whole of the supplies shall have been completed and a certificate of completion given. But in the case of supplies estimated to cost more than rupees one thousand the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-In-Charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payment by way of advance against the final payment only. The final bill shall be submitted by the contractor within one month of the date

Contractor.

Executive Engineer,

Fixed for the completion of the delivery of materials, otherwise the Engineer-In-Charge's certificate of the measurement and of the total amount payable for the supply accordingly shall be final and binding on all parties.

Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to him, provided that the contractor furnishes to the Engineer-in-charge(1) an authorization in the form of a legally valid document, such as a power of attorney conferring authority on the bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-charge of the account or claim by payment to the bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the contractor should, wherever possible present his bills receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the Governor of Tripura.

20. The materials shall be of the best description and in strict Accordance with the specification, and the contractor shall receive payment for such materials only as are approved and passed by the Engineer-in-charge.
21. In the event of the material being considered by the Engineer-in-charge to be inferior to that described in the specification, the contractor shall, on demand in writing, forthwith remove the same at his own charge and cost, and in the event of his neglecting to do so within such period as may be named by the Engineer-in-charge, that officer may have such rejected materials removed at the contractor's risk, and expense incurred being liable to be deducted from any sums due, or which may become due to the contractor.
22. If the contractor or his work people or servants shall break, deface injure or destroy any building, road, curbs, fence enclosure water pipes cables, drains, electric or telephone posts or wires, trees, grass or grassland of cultivated ground contiguous to the place where the material are being supplied, he shall make good the same at his own expense and in the event of his refusing or failing to do so the damage shall be repaired at his expense by the Engineer-in-charge, who shall deduct the cost from any sums due, or which may become due to the contractor.
23. The contractor shall supply at his own expense all tools plants, and implement required for the due fulfillment of his contract, and the materials shall remain at the risk of the contractor till the date for final delivery unless those shall have been in the meantime removed for use by the Engineer-in-charge, In the event of the materials being damaged or destroyed by or in consequence of hostilities or war like operations, the contractor shall when ordered in writing by the Engineer-in-charge, remove any debris from the site, collect & Properly stocked or removed to store all serviceable materials salvaged from the damaged work and shall be paid at the contractor rate for the work of clearing the site of debris, stocking or removal of serviceable materials and the restoration of the material ordered by the Engineer-in-charge, such payment being in addition to compensation up to the value of the materials destroyed and not paid for. The contractor shall be paid for the damage or destruction suffered and for restoring the materials at the contractor's rates. The compensation shall be assessed by the Divisional Officer up to Rs. 5000/= and by the Superintending Engineer concerned for a higher amount. The certificate of the Engineer-In -Charge regarding the quantity and quality of materials shall be final and binding on all parties to this contract.

Contractor.

Executive Engineer,

Provided always that no compensation shall be payable for any loss in consequence of hostilities or war-like operations (a) unless the contractor has taken all such precautions against Air-A-Raids as are deemed necessary by the A.R.P. officer of the Engineer-in-charge,(b) for any materials etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary buildings and other things not intended for incorporation in the work.

In the event of the contractor having to restore the materials as aforesaid, he shall be allowed such extension of time for the completion of supply of materials as is considered necessary by the Divisional officer.

24. No materials shall be brought to site or delivered on Sundays without the written permission of the Engineer-in-charge.
25. This contract shall not be sublet without the written permission of the Executive Engineer. In the event of the contractor subletting his contract without such permission he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit and shall have no claim for any compensation for any loss that may accrue from the materials he may have collected or engagements entered into.

13-A. The Engineer-in-charge shall have power to make any alterations 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 course of supply of the materials and the contractor shall be bound to supply the materials in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additional or substituted materials which the contract may be directed to supply in the manner above specified as part of the work shall be supplied by the contractor on the same conditions in all respect on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion of the supply shall be extended in the proportion that the altered, additional or substituted quantity of materials bears to the original quantity and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered additional or substituted materials include any class of materials for which no rate is specified in this contract, then such class of materials shall be supplied at the rates entered in the schedule of rates of thedistricts on which the estimated cost shown on page 2 of the tender is based, and if such of materials are not entered in the said schedule of rates, then the contractor shall within seven days of the date of his receipt of the order to supply the materials inform the Engineer-in-charge of the rate which it is his intention of charge for such class of materials and if the Engineer-in-charge does not agree to this rate he shall, by notice in writing be at liberty to cancel his order to supply such class of materials and arrange the supply thereof in such manner as he may consider advisable, provided always that if the contractor shall commence supply or incur any expenditure in regard thereof before the rates shall have been determined as lastly hereinbefore mentioned, then and in such case he shall be entitled to be paid in respect of the supply made or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of the Superintending Engineer of the circle be final.

13-B. In every case in which by virtue of the provisions of Section 12, Sub-section (1) of the workman's Compensation Act, 1923, Government is obliged to pay compensation to a workmen employed by the contractor, in execution of the works,

Contractor.

Executive Engineer,

Government will recover from the contractor the amount of the compensation so paid and, without prejudice to the rights of Government under section 12, Sub-section (2) 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 contract any claim made against it under Section 12, Sub-section(1) of the said Act, except on the written request of the contractor and upon his giving to Government full security for all cost which Government might become liable in consequence of contesting such claim.

13-C. (a) The contractor shall pay not less than fair wages to laborer engaged by him on the work.

Explanation:- “Fair Wages” means wages whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Tripura P.W.D. for the district in which the work is done.

(b) The contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid a fair wages to labourers indirectly engaged on the work, including any labour engaged by his Sub-contractors in connection with the said work, as if the labourers had been immediately employed by him.

(k) In respect of all labour directly or indirectly employed in the works for the performance of the contractor’s part of this Agreement the contractor shall comply with or cause to be complied with the Tripura P.W.D. contractor’s Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deduction from wages recovery of wages not paid and deductions unauthorisedly made maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

(l) The Executive Engineer concerned shall have the right to deduct, from the moneys 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 fulfillment of the conditions of the contract for the benefit of the workers, non payment of wages or of deduction made from his or their wages are not justified by the terms of the contract or non observance of the Regulations.

(dd) Under the provision of the minimum wages Act. 1948 and the Minimum Wages (Central) Rules 1950, the contractor is bound to allow or cause to be allowed to the Labour directly or indirectly employed in the works one day’s rest for six days continuous work and pay wages at the same rate as for duty. In the event of default, the Executive Engineer or Sub-divisional officer concerned shall have the right to deduct the sum or sums not paid in account of wages for weekly holiday to any labourers and pay the same to the persons entitled thereto, from any moneys due to the contractor.

(m) Vis-à-vis the Tripura Government the contractor shall be primarily liable for all payments to be made under, and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his Sub-contractors.

(n) The Regulations aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be a breach of this contract.

13. –D In respect of all labour directly or indirectly employed in the works for the

Contractor.

Executive Engineer,

Performance of the contractor's part of this agreement, the contractor or shall comply with or cause to be complied with all rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Tripura Public Works Department and its contractors.

13.E. In the event of the contractor (s) committing default or breach of any of the provisions of the Tripura Public Works Department Contractor's Labour Regulations and Model Rules for the protection of health and sanitation arrangements for the workers as amended from time to time or furnishing any information or submitting or filling 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 not exceeding Rs. 50/= for every default breach or furnishing making, submitting, filling such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 50/ 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 to the parties.

13.F. Hutting for labour – The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number, of huts (thereinafter referred to as the camp) of the following specification on a suitable plot of land to be approved by the Engineer-in-Charge:

- (1) (a) The minimum height of each hut at the eve level shall be 7 ft and the floor area to be provided will be at the rate of 30 sq. ft. for each member of the worker's family staying with the labourer.
 - (d) The contractor (s) shall in addition construct suitable cooking places having minimum area of 6ft X 5ft. adjacent to the hut for his family.
 - (C) The contractor(s) also construct temporary latrines and urinals for the use of the labourers 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.
- 20** 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.
- 6) (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 sun-dried bricks the wall should be plastered with mud gobi on both sides. The floor may be katcha but plastered with mud gobi and shall be at least 6 ft. above the surrounding ground. The roofs shall be laid with thatched 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 of the roofs remain water tight.
 - (b) The contractor(s) shall provide each hut 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 8 yards between the rows of huts which may be reduced to 20 ft according to the availability of site with the approval of the Engineer-in-Charge back to back construction will be allowed.
- 7) Water Supply: - The contractor(s) shall provide adequate supply of water for

Contractor.

Executive Engineer,

the use of labourers. The provisions shall not be less than 2 gallons of pure and wholesome water per head per day for drinking purpose and 3 gallons of clear water per head 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 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 thereof.

- (14) The site selected for the camp shall be high ground removed from jungle.
- (15) 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 requirement laid down by the Local Health Authorities. If trenching or incineration is not allowed the contractor (s) shall make arrangement 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 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 8 seats in case of dry system.
- (16) Drainage: - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp clean and tidy.
- (17) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- (18) Sanitation: - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health Authority.

13-G In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement the contractor shall at his own expense arrange for the safety provision as per Tripura 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 penalty of Rs. 50/- 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 in that behalf from the contractor.

14. " Except where otherwise provide in the contractor all questions and disputes relating to the meaning of the specification, design, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used on 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, design, drawings, specification, estimates, instructions, order of these conditions or otherwise concerning the work, or the execution or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chief Engineer, Tripura Public Works Department and in case he is unable to act as arbitrator to the sole arbitration of any persons to be appointed by such Chief Engineer. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant that he had to deal with the matters to which the contract relates and that in the course of his duties as Government servant he had expressed view on all or any of the matters

Contractor.

Executive Engineer,

in disputes or differences. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Chief Engineer as aforesaid as early as may be after such transfer, vacation of office or in ability to act shall appointed another person to act as arbitrator in accordance with the terms of contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor, it is also a term of this contract that on person other than a person appointed appointed by the Chief Engineer as aforesaid should act as arbitrator and if for any person that is not possible the matter is not to be referred to arbitration at all in all case where the total amount of claim in dispute is Rs. 5000/= (Rupees five thousand) or above the arbitrator shall give reasons for the award.

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

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

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

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

15. On the breach of any term or condition of this contract by the contractor, the said Governor of Tripura shall be entitled to forfeit the security deposit, or the balance thereof, that may at that time remaining and to realise and retain the same as damages and compensation for the said breach, but without prejudice to the right of the said Governor of Tripura to recover any further sums as damage from any sums due or which may become due to the contractor by Government or otherwise howsoever.

Interpretation Clause: -

The Governor means the Governor of Tripura and his successors.

The Executive Engineer means the Executive engineer for the time being of the Division concerned.

The Sub Divisional Officer means Sub-Divisional Officer for the time being of the Sub Division concerned.

Words importing the singular number only include the plural number and vice versa.

Termination of Contract on death.

16. Without prejudice to any of the right or remedies under this contract, if the Contractor dies, the Executive Engineer on behalf of the Governor of Tripura shall have the option of terminating the contract without compensation to the contractor.

Contractor.

Executive Engineer,

17. (1) Whenever any claim against the contractor for the payment of a sum or money arises out or money under the contract, Government shall be entitled to recover such sum by appropriating, in part or whole, the security deposit of the contractor and to shall any Government Promissory notes ect. Forming the whole or part of security in the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contractor with Government. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Government on demand the balance remaining due.

(2) Government shall have the right to cause and audit and technical examination of the works and the final bill of the contractor including all supporting vouchers, abstracts, 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 by him 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 the overpayment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub- clause (1) of this clause or in any other manner legally permissible and if as a result of audit and technical examination 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 underpayment shall be duly paid by Government to the contractor.

PROVIDED that 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 Superintending Engineer or Executive Engineer on the one hand and the contractor on the other hand any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

Contractor.

Executive Engineer,