

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

PRESS NOTICE INVITING TENDER NO: - 07/EE/RD/2016-2017

DATED: 09/03/2017.

Separate sealed tenders are invited on behalf of the “GOVERNOR OF TRIPURA” from the Manufacturers having **ISI certification for G.I. pipes , ERW Pipes (Grade -410)** of current validity & Manufacturers of submersible pumps conforming to BIS specification up to **3.00 PM. on 11-04-2017** 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 ERW pipes for different diameter for Installation of Deep Tube wells in ADC Areas, Tripura under SCA (NITI AYOOG) during the year 2016-2017.	Rs. 2,41,00,800 /=-	Rs. 2,41,008/-	4 (Four) Months.
2	Procurement of G.I. Pipes for different diameter for Installation of Deep Tube wells in ADC Areas , Tripura under SCA (NITI AYOOG) during the year 2016-2017.	Rs.36,90,288/=	Rs.36,903/-	4 (Four) Months
3.	Procurement of Submersible pumps with motors for Installation of Deep Tube wells in ADC Areas , Tripura under SCA (NITI AYOOG) during the year 2016-2017.	Rs. 16,88,796 /=-	Rs. 16,888/-	4 (Four) Months

2. For 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 to be done and the set of conditions of contract(s) to be complied with, can be obtained on or after **16-03-2017** from the O/O the **Executive Engineer, Resource Division, Panchamukh, Agartala** or the Superintending Engineer, Water Resource Circle No-1, Kunjaban, or any working day during office hours up to **06-04-2017**.

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 11-04-2017** and will be opened only by the Executive Engineer, **Resource Division, Panchamukh, Agartala**, on **20-04-2017 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 tender after the stipulated time and date will be entertained. Any tender received after the closing time for submission of tender shall be returned unopened.

(Coned. p/2)

4. . Tender form can be obtained from the office of the Executive Engineer, Resource Division, Panchamukh, Agartala or the Superintending Engineer, Water resource Circle No-1, Kunjaban, on payment of a sum of ` 500/- (for estimated cost up to ` 1 ,00 Lakh), ` 1,000/- (for estimated cost over ` 1.00 Lakh and upto ` 50.00 Lakhs), & ` 2,500/- (for estimated cost over ` 50.00 Lakhs & upto ` 2 Crores) ` 5,000.00/- (for estimated cost over ` 2 Crores) in cash.
5. 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 along with the tender through demand draft. Receipt of application for issue of tender forms will be **stopped on 06-04-2017 at 4.00 PM.** and issue of tender forms will be **stopped on 07-04-2017.**
6. Tender form will be sold on submission of documentary proof (in a shape of attested copy by a Gazetted officer/Notary attested) of VAT/ PTCC/STCC and valid manufacturer's certificate for **G.I. pipes ,ERW pipes. (Grade -410)** of current validity & Manufacturers of submersible pumps conforming to BIS specification of 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 VAT/PTCC/STCC 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. In case of any dispute arising out of this tender, the same will be settled within the jurisdiction of Agartala only.
9. 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"

Memo No. F. EE/ RD/ TECH/ 31(5) (Pt-IV) / 2754 - 2785 Dated Agartala, the 09th March 2017.

Copy to:-

1. The Director of Information, Cultural Affairs and Tourism, Agartala for arranging publication as mentioned below:-
 - (a) Five local leading News Papers as per Format "A" (Six copies enclosed)
 - (b) 2(Two) National Dailies as per Format- "B" (Three copies enclosed) And
 - (c) At Website : www.tripurainfo.com Format (a soft detailed copy on a CD is enclosed).
2. The Superintendent, Printing & Stationary Department, Agartala for arranging publication in the next issue of Tripura Gazette.
- 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 documents 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 Sri P. K. Raha 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).

**GOVERNMENT OF TRIPURA
PUBLIC WORKS DEPARTMENT**

PRESS NOTICE INVITING TENDER NO: - 07/EE/RD/2016-2017

DATED: 09/03/2017.

Separate sealed tenders are invited on behalf of the "GOVERNOR OF TRIPURA" from the Manufacturers having **ISI certification for G.I. pipes , ERW Pipes (Grade -410)** of current validity & Manufacturers of pumps conforming to BIS specification up to **3.00 PM. on 11-04-2017** 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 ERW pipes for different diameter for Installation of Deep Tube wells in ADC Areas, Tripura under SCA (NITI AYOOG) during the year 2016-2017.	Rs. 2,41,00,800 /=	Rs. 2,41,008/-	6 (Six) Months.
2.	Procurement of G.I. Pipes for different diameter for Installation of Deep Tube wells in ADC Areas , Tripura under SCA (NITI AYOOG) during the year 2016-2017.	Rs.36,90,288/=	Rs.36,903/-	4 (Four) Months
3.	Procurement of Submersible pumps with motors for Installation of Deep Tube wells in ADC Areas , Tripura under SCA (NITI AYOOG) during the year 2016-2017.	Rs. 16,88,796/=	Rs. 16,888/-	4 (Four) Months

For Details Please Visit: <http://tenders.gov.in/departement.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/31(5)(Pt-IV)/ 2754 - 2785

Dated Agartala, the 09th March 2017.

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

- Five 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).

Executive Engineer,
Resource Division, Panchamukh,

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 on behalf of the "GOVERNOR OF TRIPURA" from the Manufacturers, having ISI Certification for **G.I pipes, ERW Pipes (Grade -410)** of current validity & Manufacturers of submersible pumps conforming to BIS specification **upto 3.00 PM on 11/04/2017** against **Press NIT No-07/EE/RD/2016-17 Dated 09-03-2017** for "Procurement of ERW Pipes for different diameter for Installation of Deep Tube wells in ADC Areas, Tripura under SCA (NITI AYO) during the year 2016-2017 " Estimated cost:- **Rs.2,41,00,800/-**, Earnest money:- **2,41,008/-** & time for completion:- **4(Four) months.**

"Procurement of GI Pipes for different diameter for Installation of Deep Tube wells in ADC Areas, Tripura under SCA (NITI AYO) during the year 2016-2017 " Estimated cost:- **Rs.36,90,288/-**, Earnest money:- **Rs.36,903/-** & time for completion:- **4 (Four) months.** & "Procurement of Submersible pumps with motors for Installation of Deep Tube wells in ADC Areas, Tripura under SCA (NITI AYO) during the year 2016-2017 " Estimated cost:- **Rs.16,88,796/-**, Earnest money:- **Rs.16,888/-** & 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/31(5)(Pt-IV)/ 2754- 2785 **Dated Agartala, the 09th March 2017.**

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

- (a) 2(Two) National Dailies News Papers 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).

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

**DNIT
ERW PIPES
G.I.PIPES
&
SUBMERSIBLE
PUMPS**



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

DNIT NO. 14 /CE/PWD(WR)/DNIT/2016-2017.

NAME OF WORK :- - Procurement of ERW pipes for different diameter for
Installation of Deep Tube wells in ADC Areas, Tripura under
SCA (NITI AYOOG) during the year 2016-2017.

ESTIMATED COST:- 2,41,00,800.00 (Rupees Two Crores Forty One Lakhs
Eight hundred) only

EARNEST MONEY:- ` 2,41,008.00 (Rupees Two Lakhs Forty One Thousand
& Eight) only

TIME FOR COMPLETION: - 04 (Four) months.

No. 12 /CE/PWD (WR)/ DNIT/2016-2017.

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 ERW pipes for different diameter for Installation of Deep Tube wells in ADC Areas, Tripura under SCA (NITI AYOJ) during the year 2016-2017.
Notice Inviting Tender No :	07/EE/RD/2016-2017 dated 09 - 03 -2017.
Tender Documents available :	Up to 06 - 04 -2017 Between 10 AM to 5 PM except Sunday and other Govt. Holidays.
Last Date of receiving of tender documents. :	Up to 3.00 P.M. on 11 - 04 -2017.
Opening date of tender :	12.00 A.M. on 20 - 04 -2017. 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

(Contd. P/2)

Executive Engineer,

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Contractor.

Executive Engineer,

GOVERNMENT OF TRIPURA
PUBLIC WORKS DEPARTMENT

NOTICE INVITING TENDER No- 07 /EE/RD/2016-2017. DATED. 09 - 03 -2017.

Separate sealed tenders are invited on behalf of the “GOVERNOR OF TRIPURA” from the Manufacturers, having ISI Certification for **E.R.W.pipes (GradeFe-410)** of current validity up to 3.00 PM on **11 / 04 /2017** in PWD Form No. 9 (Nine) for the supply:-

SL. No.	Name of work	Estimated Cost	Earnest Money	Time For Completion
1.	Procurement of ERW pipes for different diameter for Installation of Deep Tube wells in ADC Areas, Tripura under SCA (NITI AYOOG) during the year 2016-2017.	`. 2,41,00,800 /-	`. 2,41,008/-	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 to be done and the set of conditions of contract(s) to be complied with, can be obtained on or after **16 / 03 /2017** Executive Engineer, Resource Division, Panchamukh, Agartala or the Superintending Engineer, Water Resource Circle No-1, Kunjaban or any other offices specified by the Executive Engineer, on any working day during office hours up to **06 / 04 /2017**.

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 11 / 04 /2017** will be opened only by the Executive Engineer, Resource Division, Panchamukh, Agartala, on **20 / 04 /2017 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.

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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 VAT/ PTCC/STCC and valid manufacturers certificate for ERW 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 VAT/PTCC/STCC etc. 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. Sales Tax/VAT, any other tax, 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 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. T S T (Tripura Sales Tax)/VAT is applicable for Tripura based industrial units and it will be deducted from the bill and directly deposited to the Sales Tax Department, Tripura.
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 ERW pipes for different diameter for
Installation of Deep Tube wells in ADC Areas, Tripura under
SCA (NITI AYO) during the year 2016-2017.

Supply of ERW pipes of different diameter for WR Schemes **with ISI mark** as per specification No. **IS: 3589:2001** (with latest amendment) (**Grade Fe-410**) with both side beveled end in random length of 5 to 7 metre including **carrying of materials by road (by truck)**, all kinds of loading, unloading, stacking properly at destination and measurement etc. complete as per direction of the Engineer-in-charge.

A. Supply at Panchamukh store-yard of Assistant Engineer, Resource Sub-Division Panchamukh, Agartala.

	Description	UNIT	Quantity	RATE PER UNIT	AMOUNT
1.	219.10 mm OD X 7.00 mm Wall Thickness	Metre	7,080.00 m.	@ Rs. (Rupees) only	@ Rs. (Rupees) only
2.	323.90 mm OD X 9.50 mm Wall Thickness	Metre	1,560.00 m.	@ Rs. (Rupees) only	@ Rs. (Rupees) only

B. Supply at Batarashi store-yard of Assistant Engineer, Resource Sub-Division, Dharmanagar.

Sl. No.	Description	UNIT	Quantity	RATE	AMOUNT
1.	219.10 mm OD X 7.00 mm Wall Thickness.	Metre	2,520.00 m.	@ Rs. (Rupees) only	@ Rs. (Rupees) only
2.	323.90 mm OD X 9.50 mm Wall Thickness.	Metre	840.00 m.	@ Rs. (Rupees) only	@ Rs. (Rupees) only

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 NIT 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. ERW pipes shall conform to **IS: 3589:2001** with latest amendment (**Grade Fe-410**) if any.
2. Supply shall be restricted to the manufacturers of ERW pipes having License for ISI Marking.
3. The firms who possess valid license for ISI marking of pipes as per IS: 3589:2001 for the items as stipulated in this tender are entitled for dropping tender. They are to submit the Xerox copies of VAT/ TCC/STCC & B I S Certificate for pipes duly attested by a Gazetted officer/ Notary attested at the time of purchase of tender documents and also along with tender.
4. If authority desires 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 inspection wing of RITES LTD. before the materials are actually despatched. Copies of inspection notes are to be submitted along with the bill for payment. The inspection charges will have to be borne by the supplier.

Contractor.

Executive Engineer,

(Contd-Page- 10)

6. The rates shall be quoted inclusive of all taxes & other duties, incidental charges etc. No “D” Form related to CST will be issued by the Department.
7. **Price variation clause: -**

The prices shall remain firm and fixed except for price variation (increase or decrease) to the extent of variation of price of H.R.Coil (Gr-I/CC. more than 3.15 mm. thickness) used for manufacturing the ERW pipes specified for the supply. Price variation of steel (H.R. Coil/ Gr-I/CC. more than 3.15 mm. thickness) for the entire range of the size of the pipe shall be regulated on the basis of SAIL’s Explants stockyard prices excluding excise duty, sales tax and other levies. The bidder is to declare the initial base price of H.R. Coil in their bid. Initial base price shall be SAIL’s explants stockyard price of H.R. Coil applicable on the last date of receipt of tender. In support of initial base price, the bidder should enclose copy of price bulletin/proof of SAIL duly attested by Notary. Price variation will be allowed on the basis of comparison between initial base price and final base price. For calculation of price variation the consumption of H.R. Coil will be taken as in the ratio of 1:1 i.e. 1 Metric Tonne of H.R. Coil to be considered for each metric tonne of finished pipe. For arriving of final base price the explants stock yard price of SAIL of H.R. Coil of the preceding month of the date of offering the materials for inspection shall be taken into consideration. For final base price also, the contractor shall submit the copy of price bulletin/proof of SAIL duly attested by Notary for the preceding month the date of offering the materials for inspection. Price variation will be allowed up to the stipulated date of the completion of the supply as per supply order only. However, in case, delivery is agreed beyond the scheduled delivery period, the lowest rate of the H.R. Coil from the period of placing supply order to the date of offering the materials for inspection shall be taken into account. In that case the contractor will submit price bulleting/proof of SAIL duly attested by Notary for all the months commencing from date of issue of supply order to the date of offering the materials for inspection. Extra width if any will be ascertain from the actual purchase document of H.R.Coil from SAIL. The supplier will submit the actual purchase document from SAIL dully attested by notary. Materials are to be dispatched within 15 (fifteen) days of release of inspection certificate.
8. Place of delivery & mode of despatch: - All materials are to be despatched by road transport through truck only for delivery to Store-yard at Panchamukh, Agartala and Batarashi, Dharmanagar.
9. The pipes shall be supplied in straight length of 5.00 to 7.00 meters. In case of any broken and / or damaged pipes between 5.00 to 7.00 meters are delivered the supplier(s) shall be responsible for cutting the broken/ damaged ERW pipes to the serviceable straight length 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.

Contractor.

Executive Engineer,

(Contd.P/11)

- 10 The pipes shall be supplied with both ends beveled and square cut edged. If any defect in cutting is found at the time of verification of materials, those materials will be straight way rejected.
- 11 Any materials supplied if found not conforming to proper specification/ damaged/broken may be rejected and the same will have to be 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, they 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.
13. Copies of inspection notes of RITES Ltd., and the supplier's 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 and the copy of the inspection report are to be submitted alongwith the bill(s) for payment.
14. The tenderer are to submit the Xerox copies of VAT/TCC/STCC and BIS license of current validity duly attested by a Gazetted/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 the entire 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 shall only be made after physical receipt of the specified materials conforming to IS: 3589:2001 guided by measurement in Measurement Book by the receiving officer & **On the availability of fund.**
18. The Grade of pipes should be of ERW - Fe-410.
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 trademark on each pipe.
 - (b). The out side diameter of pipe.
 - (c). Batch number.
 - (d). Grade of pipes.
 - (e). ISI Certification mark on each pipe.
 - (f). Purchaser's name i.e. WR TRIPURA on each pipe.
 - (g). Any important information that the manufacturer deems fit to be inserted on pipe.
 - (h). Year of purchase.

Contractor.

Executive Engineer,

(Contd. p/12)

20. **In case of any dispute arising out of this tender, the same will be settled within the Jurisdiction of Agartala only.**
21. The materials (ERW Pipes) shall bear the guarantee of the Manufacturer against any manufacturing defect and shall be guaranteed for satisfactory performance for at least 12(twelve) months from the date of supply.
22. Detailed break up of the quoted / offered rates showing base price, Excise duty, CST, Rate for transportation etc. of the are to be submitted alongwith tender.
23. Superintending Engineer is the Sole Authority to grant the time extension as provided in clause 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. The manufacturers having the manufacturing licence of E.R.W. Pipes as per IS: **3589:2001** (with latest amendment) (**Grade Fe-410**) if any and also having at least 3 (three) years proven performance certificate of product within 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.
26. If the agency gets any excise reimbursement benefit for the tendered materials, the benefit shall pass over to the buyer and the agency should submit certificate alongwith bill stating whether he has got any excise reimbursement benefit or not. If benefit is availed, the same amount will be deducted from his bill.
27. An undertaking to the effect that in case it is detected 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 transactions, 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. bill under this division and no dispute on this account would be raised by the contractor.
28. 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 for deviated quantity is please within the delivery period stipulated in the agreement.

Contractor.

Executive Engineer,

(Contd. p/13)

**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. /EE/RD/2016-2017 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 photocopy of 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 :- **1% of the estimated cost put to tender with out limit.**
- ii). Security Deposit :- 10% of contract value including Earnest Money deposited without any ceiling limit 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 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 very 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,

(Contd...P/ 15

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 `_____ is hereby forwarded in the form of Deposit at call or Demand Draft on _____ (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 _____ 2000.

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 _____ 2000.

Signature of the officer by whom the tender is accepted.

Contractor.

Executive Engineer,

(Contd. P/16)

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,

(Contd. P/17)

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

Contractor.

Executive Engineer.

(Contd... Page -18

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 not 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 annual 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,

(Contd... Page – 19)

-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,

(Contd... Page – 20)

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,

(Contd... Page – 21)

-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 Labours 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.

Contractor.

Executive Engineer,

(Contd. Page –22)

13.-D 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 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 gobri on both sides. The floor may be katcha but plastered with mud gobri 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.

Contractor.

Executive Engineer,

(Contd. Page –23)

- 3) Water Supply: - The contractor(s) shall provide adequate supply of water for 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 contract 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 in disputes or differences. The arbitrator to whom the matter is >

Contractor.

Executive Engineer,

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<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 realies 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 etc. 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,

**DNIT
G.I
PIPES
2016-17**



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

DNIT. NO. 07 /SE/WRC-I/DNIT/2016-2017.

NAME OF WORK :- Procurement of G.I. Pipes for different diameter for Installation of Deep Tube wells in ADC Areas, Tripura under SCA (NITI AYOOG) during the year 2016 -2017.

ESTIMATED COST PUT TO TENDER: - ` . Rs. 36, 90,288/-

EARNEST MONEY :- Rs.36,903/-

TIME FOR COMPLETION: - 04(Four) Months.

No. DNIT/ 07 /SE/WRC-I/DNIT/
2016-2017.

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 G.I. Pipes for different diameter for Installation of Deep Tube wells in ADC Areas, Tripura under SCA (NITI AYOJ) during the year 2016-2017.
Notice Inviting Tender No :	07 /EE/RD/2016 -2017, dated 09-03-2017.
Tender Documents available :	Upto 06 - 04 - 17. 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 11-04-17.
Opening date of tender :	12 AM . on 20-04- 17. 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,
Resource Division, Panchamukh,

Contd..P/3..)

GOVERNMENT OF TRIPURA
PUBLIC WORKS DEPARTMENT

NOTICE INVITING TENDER NO.07 /EE/RD/ 2016-17

DATED,09 -03-2017.

Separate sealed tenders are invited on behalf of the "GOVERNOR OF TRIPURA" from the Manufacturers having ISI certification for G.I. pipes of current validity up to 3.00 PM. on 11-04-2017 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 G.I. Pipes for different diameter for Installation of Deep Tube wells in ADC Areas, Tripura under SCA (NITI AYOJ) during the year 2016-2017.	36,90,288/-	Rs.36,903/-	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 **16-03-17** 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 **06-04-17**.

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 office of the Executive Engineer, Resource Division, Panchamukh 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 11-04-17** and will be opened only by the Executive Engineer in his office on **20-04-17 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 from the office of the Executive Engineer, Resource Division, Panchamukh, Agartala or the Superintending Engineer, WR Circle No-1, Agartala on payment of a sum of Rs.500/- (Rupees Five Hundred) only of the estimate cost up to Rs.1.00 Lakh, Rs. 1,000.00 (Rupees One Thousand) for estimate cost over Rs.1.00 Lakhs up to 50.00 Lakhs Rs.2,500.00 (Rupees Two Thousand Five Hundred) for Estimate cost over Rs.50.00 Lakhs upto Rs.2.00 Crores and Rs.5,000.00 (Rupees Five Thousand) for estimate cost over Rs.2.00 Crores) in cash.

The tender documents can be downloaded from the website www.tripura.nic.in / www.tripurainfo.com/ne.India.com. And in that case the cost of tender documents should be deposited separately alongwith the tender through demand draft. Receipt of application for issue of tender forms will be **stopped on 06-04-2017 at 4.00 PM.** and issue of tender forms will be **stopped on 07-04-2017.**

Contractor

Executive Engineer
Resource Division, Panchamukh,
Agartala.Tripura.

(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 VAT/ PTCC/STCC and valid manufacturers certificate for G.I. 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 VAT/PTCC/STCC etc. 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
Resource Division, Panchamukh,
Agartala.Tripura.

(Contd.....p/5)

- (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 Rs. 36,903/-/- @ 1% of the estimated cost put the tender without selling limit shall be deposited in the shape of “Deposit at Call” Receipt or “Demand Draft” of any schedule bank of India guaranted by the Reserve Bank of India with validity of 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 collected by deduction from the running bills of the contractors at the rate mentioned below and the earnest money will be treated as per of security deposit performance security @ 5% of the tender value (only for tenders with quoted rate less than the 15% of the estimated cost of work put to tender) may be accepted as Bank guarantee of schedule Banks.
A sum of @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the earnest money equal to amount of 10% of the tender value of the work subject to the following limit.
- (a). Tender value upto Rs. 100.00 Lakhs – Security Deposit @ 10% of the estimated cost put to tender 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% of the estimated cost put to tender subject to a maximum of Rs. 15.0 Lakhs.
- ©. Tendered value above Rs. 200.00 Lakhs Security Deposit @ 10% of contract value subject to maximum 25.00 Lakhs.
11. Earnest Money of the unsuccessful tenderer/tenderers will be refunded on finalization of tender or or expiry of validity period whichever is earlier.

Contractor

Executive Engineer
Resource Division, Panchamukh
Agartala, Tripura

(Contd.....p/6)

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. Sales Tax/VAT, any other tax, 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 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
Resource Division, Pancharukh
Agartala, Tripura

(Contd.....p/7)

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. T S T (Tripura Sales Tax) is applicable for Tripura based industrial units and it will be deducted from the bill and directly deposited to the Sales Tax Department, Tripura.
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,
Resource Division, Panchamukh,
Agartala, Tripura.

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Page No. 8
SCHEDULE OF SUPPLY

Name of work: - Procurement of G.I. Pipes for different diameter for Installation of Deep Tube wells in ADC Areas , Tripura under SCA (NITI AYOOG) during the year 2016-2017.

Item No.1.

Supply of ISI Marked Galvanised mild Steel Tubes Electrical Resistance Welded (ERW)/High frequency induction welded (HFI W) /Hot Finished welded (HFW) conforming to IS 1239/(Pt-I)/1990(Fifth revision) with amendment NO.1 to 5 screwed at both ends as per IS:554/1985 socket at one end and other end protected with plastic thread protector. The Socket conforming to IS: 1239(Pt-II)/1992(Forth revision) with amendment No.1 in random length of 4m. to 7m. (Medium Class) in the following nominal bore sizes including loading, Unloading, carrying by truck, weight for measurement and stacking etc. as per direction of the Engineer-in-Charge.

A. At Panchamukh store yard, Agartala under the Assistant Engineer, Resource Sub-Division, Agartala.
G.I.PIPES (MEDIUM CLASS)

1.	125 mm dia.	25.58 MT.	@ Rs. Per M.T.	Rs.
2.	150 mm dia.	15.21 MT.	@ Rs. Per M.T.	Rs.

B. At Batarashi store yard, Dharmanagar, under the Assistant Engineer, Resource Sub- Division Dharmanagar, P.W.D. Office complex, North Tripura.

G.I.PIPES (MEDIUM CLASS)

1.	125 mm dia	13.78 MT.	@ Rs. Per M.T.	Rs.
2.	150 mm dia	8.19 MT.	@ Rs. Per M.T.	Rs.

Contractor.

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

(Contd-Page- 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 P.W.D. Form No.9 (Modified) and also the clause of the attached detailed N.I.T. for the work and I/We do agree to abide by the Rules and Regulations and conditions there-in including upto date modification made by the Government of Tripura.

Contractor

Executive Engineer
Resource Division
Panchamukh, Agartala

(Contd... Page – 10)

SPECIAL TERMS AND CONDITIONS

01. G.I.Pipes of medium class shall conform to IS: 1239(Pt-1)/1990(Fifth revision with amendment No.1 to 5)
02. Supply shall be restricted to the manufacturer of G.I.Pipes/Black Pipes having licence for ISI marking only.
03. G.I.Pipes shall be required to be inspected by the inspection wing of RITES at nearest station before the materials are actually despatched. Copies of inspection certificates and test reports are to be submitted along with the bill for payment. The inspection charge will be borne by the supplier.
04. The **Inspection Mark** should be made with **Hard Punch** only. No other kind of Inspection Mark will be accepted in any circumstances.
05. Any stores supplied but found not confirming to proper specification, damages broken will be rejected and the same will have to be taken back by the supplier concerned at their own cost within **15**(Fifteen) days from the date of receipt of intimation from the concerned Engineer-in-charge.
06. In addition to the normal marking clause of IS 1239(Pt-1)/1990 with latest amendments, the purchaser's name i.e.**W.R.TRIPURA** and manufacturer's name of Trade mark with year of manufacture to be **embossed** on the body of each pipe at interval of maximum **3** metre length. No other kind of Marking will be accepted in any circumstances.
07. The rates shall be quoted inclusive of all taxes and other duties, incidental charges, stacking, cutting charges (whenever necessary to the serviceable standard length) carriage by truck, loading, unloading, weight for measurement etc. complete at store yard at Panchamukh, Agartala/at Batarashi, Dharmanagar as directed by the Engineer –in –charge.
08. At present TST/VAT (Tripura Sales Tax) is not applicable. If applicable, will be considered as extra.
09. The rates shall be fixed and firm No extra claim on escalation and/ or extra on duties i.e. import, excise & customs etc. shall be acceptable by the Department.
10. The rates shall be quoted both in words and figure. In case of any discrepancy between the rate quoted in words and figures the rate (S) quoted in words shall be taken as valid rate (S) for the purpose of rate (S) quoted. However decision of the Department shall be final and binding.
11. Mode of despatch:-Specified quantities as per schedule of supply are to be delivered and despatched by Road Transport through Truck only to the respective storeyard at Panchamukh, Agartala/ at Batarashi Dharmanagar, North Tripura under the concerned Assistant Engineer(s).
12. Rates should be quoted per M.T. only. Rates quoted other than per metric tone will not be acceptable by the Department.
13. The materials (G.I. PIPES) shall be covered by a written guarantee by the manufacturer against any manufacturing defect and for satisfactory performance under normal use and service at least for a period of **18**(Eighteen) months from the date of completion of supply.

Contractor

Executive Engineer
Resource Division
Panchamukh, Agartala

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14. The consignee and or the purchaser will have the authority to draw samples from the materials supplied to the consignee and subject there to further necessary tests as per IS code to find out its conformity with the relevant **IS** specifications. The charges Of such Departmental tests will however be borne by the Department. In case of any variation entire supply is liable to be rejected.

15. Successful tenderer shall be required to enter into separate agreement for the materials to be supplied at storeyard Panchamukh, Agartala & Batarashi Dharmanagar, respectively. No separate earnest money will be required for executing 2(Two) Nos. such Agreement.

16. The rates shall be quoted inclusive of all taxes and other duties, incidental charge, stacking cutting charge, carriage, loading, unloading, measuring etc. No 'D' From related to CST will be issued by the Department.

17. The purchaser will not pay separately for transit insurance and the supplier will be responsible until stores arrive in good condition at destination.

18. Copies of RITES inspection notes, test reports and the suppliers Lorry wise challans and invoices are to be submitted to the consignee at time of delivery of the materials.

19. Time is the essence of the contract and therefore no time extension shall be entertained without any genuine ground.

20 Department reserves the right to reject or accept in full or part of any tender without assigning any reasons thereof.

21. Measurement of materials will be done by measuring length of G.I. Pipes in metre and multiplying the average physical weight of the G.I. pipes per metre.

Length of pipes will be measured from end to end and adding the half Socket length to each pipe.

The average physical weight of the G.I. pipes per metre will be measured after weighting at least 5% of the pipes in the weighing scale at the respective storeyard.

Necessary labourers required for the above said measurements are to be arranged by the supplier at their own risk and cost.

22. As per terms of the contract the consignee and or the purchaser has the rights to reject the stores found not conforming to the specifications.

23. Each item will be packed in bundles of slightly over a tone bound by high tensile steel strapping at five places. Each bundle will have a plastic level attached given details of tubes packed in that bundle. The packing shall be as per the relevant clause of the Governing IS specification. However precaution should be taken to avoid loss or damage in transit.

Contractor

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Panchamukh, Agartala.

(Contd... Page – 12)

24. The tenderer must complete all the columns as per tender enquiry and tender schedule duly filled in. The tender should accompany the signature of the tenderer. Unless tender is accompanied with the complete particulars/documents it is liable to be rejected.

25. The Sockets shall be manufactured from ISI quality pipes of the same class or higher class as per IS: 1239 (PT-II)/ 1992(fourth revision) with amendment No. 1.

26. A clear confirmation that the stores offered are exactly as per tender enquiry be given by the Tenderer, no deviation will be entertained. If any is detected after the supply is made, the Supplier will be **banned** for future supply in this Division.

27. Payment shall be made only after the physical receipt of the specified materials by the Engineer-in charge in good condition.

28. The manufacturer should have the manufacturing licence of G.I. pipes as per IS: 1239/1990 with latest amendments 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 Governments Department, Govt. organization and PSUs.

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

30. No Price variation will be allowed.

31. The tenderer should submit a break-up of his quoted rate indicating the (i) basic price (ii) Excise duty (iii) Educational cess (iv) CST (v) Inspection charge (vi) carriage charge including loading, unloading. Stacking etc, (vii) any other duties it if applicable.

32. Deviation of quantities for all items or individual items to the extent of 20% 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.

Contractor

Executive Engineer
Resource Division
Panchamukh, Agartala

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**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. /EE/RD/2016-2017. 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 Certificate indicating the items for which you are registered. :-
8. Please indicate guaranteed date when delivery can be completed. Also indicate monthly rate of supplier and also time required for commencement of supplies from the date of receipt of formal order. :-
9. Do you agree to sole arbitration by as per provision of Tripura PWD Form – 9. :-
- 10 Please state whether the inspection clause is acceptable to you :-
- 11.State whether business dealings with you have been banned by Min/Department of supplies :-
- 12 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
Engineer

Executive
Resource Division

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. 36,903/-
- ii). Security Deposit :- 10% of contract value including Earnest Money deposited.
 - 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% subject to maximum of 10% of contract value.

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 deliver all places must be completed.
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.

Division,Panchamukh,

Executive Engineer,
Resource

Agartala,Tripura.

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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-----2017.

Signature of Contractor.

Address:-

Signature of witness :-

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 office by whom
the tender is accepted.**

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

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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,
Resource Division, Panchamukh,
Agartala, Tripura.

(Contd. P/17)

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,
Resource Division, Panchamukh,
Agartala, Tripura.

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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 and 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 writer 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-Executive Engineer

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 annual 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 the monition, or for any loss which he might have sustained on this account.

7. No. Payment shall be made for supplies estimated to cost less that rupee 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 that rupees one thousand the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part there of 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,
Resource Division, Panchamukh,
Agartala, Tripura.

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, rod, 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 this 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,
Resource Division, Panchamukh,
Agartala, Tripura.

(Contd... Page – 20)

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,
Resource Division, Panchamukh,
Agartala, Tripura.

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,

(Contd. Page –22)

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 (hereinafter 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,

(Contd. Page –23)

(4). 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.

(5).The site selected for the camp shall be high ground removed from jungle.

(6).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.

(7).Drainage: - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp clean and tidy.

(8).The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

(9) 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 contract 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,
Resource Division, Panchamukh,
Agartala, Tripura.

**DNIT
SUBMERSI
BLE PUMES
2016-17**



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

Draft N.I.T. NO. 09/SE/WRC-I/DNIT/2016-2017

NAME OF WORK :- Procurement of Submersible Pumps with motors for
Installation of Deep Tube wells in ADC Areas, Tripura under
SCA (NITI AYOOG) during the year 2016-2017

ESTIMATED COST:- Rs.16,88,796/-

EARNEST MONEY :- Rs:- 16,888/-

TIME FOR COMPLETION :- 4 (Four) months.

No .DNIT/ 09/SE/WRC-I/2016-2017.

This D NIT Contains 27 (Twenty Seven) nos. of written pages only.

ISSUED TO:-

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

TENDER
DOCUMENT

Name of Work :	Procurement of Submersible Pumps with motors for Installation of Deep Tube wells in ADC Areas, Tripura under SCA (NITI AYOOG) during the year 2016-2017
Notice Inviting Tender No :	07/EE/RD/2016-2017 , dated, 09/03/2017
Tender Documents available :	Upto 06/04/2017 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. 11/04/2017
Opening date of tender :	12.00 A.M. on 20-04-2017, otherwise on the next working day, if possible.
Name of Purchaser :	W.R. & P.H.E. 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. PIN – 799 003. Phone No. 0381 - 237 5187

Contractor

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

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Contractor.

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

(Contd..P/3..)

GOVERNMENT OF TRIPURA

PUBLIC WORKS DEPARTMENTNOTICE INVITING TENDER NO.07/EE/RD/2016 -2017DATED 09-03-2017.

Separate sealed tenders are invited on behalf of the "GOVERNOR OF TRIPURA" from the Manufacturers of Submersible pumps with Motor conforming to BIS specification **upto 3.00 PM on 11/04/2017** 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 Submersible Pumps with motors for Installation of Deep Tube wells in ADC Areas, Tripura under SCA (NITI AYOJ) during the year 2016-2017.	Rs 16,88,796/-	Rs.16,888/-	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 **16-03-17** 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 **06-04-17**.

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 11-04-17** and will be opened only by the Executive Engineer Resource Division, Panchamukh on **20-04-17 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 06-04-2017 at 4.00 PM.** and issue of tender forms will be **stopped on 07-04-2017.**

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 & submission of documentary proof (in a shape of attested copy by a Gazetted officer/Notary attested) of VAT/ PTCC/STCC and pumps with Motor conforming to BIS specification . 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 VAT/PTCC/STCC etc. enumerated above will equally apply in case of firms and companies.

(b) Tender documents should be sold to only those contractors who fulfill the illegibility 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

(Contd.....p/5)

- (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 Rs.16, 888/-** 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 of 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 will be exempted from depositing Earnest Money along with tender on works costing upto Rs.1 lakh & 2.50 Lakhs respectively.
- (c). Contractor/Agency exempted from depositing Earnest Money in individual case shall attach with he 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 **Rs.16,888/-** 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 per 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% of the estimated cost put to tender 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% of the estimated cost put to tender subject to a maximum of Rs. 15.0 Lakhs.

©. Tendered value above Rs. 200.00 Lakhs Security Deposit @ 10% of contract value 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

(Contd.....p/6)

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. Sales Tax/VAT, any other tax, 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 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

(Contd.....p/7)

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. T S T (Tripura Sales Tax) is applicable for Tripura based industrial units and it will be deducted from the bill and directly deposited to the Sales Tax Department, Tripura.
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-Page- 8)

SCHEDULE OF SUPPLY

Name of Work:- Procurement of Submersible Pumps with motors for Installation of Deep Tube wells in ADC Areas, Tripura under SCA (NITI AYOOG) during the year 2016-2017

ITEM NO-1.

Supply of water Lubricated submersible pumps coupled with a suitable submersible motor with key and coupling to run at 2900 R.P.M at 380 + 10 % Volts, 3 Phase A.C supply including supplying of continuous double run 40 m. submersible cable (size 2x3x2.5 sq mm (for 10 to 15.00 LPS capacity pumps) & 2x3x4.00 sq mm (for 18.50 LPS capacity pumps) with necessary cable clips 10(Ten) Nos and other supporting Clamps 2(Two) Sets with necessary bolts, nuts and Washer etc. complete(the size of supporting clamps will be 1(one) No according to the opening size of discharge case of the respective pump & the rest as per motor outer diameter).The pump should not be more than 5 stages and also should be suitable for installation in the Deep tube wells of size 300x200 mm/300X150 mm including carriage of materials by road (by truck),all kinds of loading, unloading, stacking properly for measurement as per direction of Engineer-in-charge.

A. At Panchamukh storeyard of the Assistant Engineer, Resource Sub-Division No-1, Panchamukh, Agartala.

a) Pumps and Motors with accessories excluding cable.

Sl No	Description	Quantity/Set	Rate/Per Set	Amount
1.	12.50 LPS discharge at 40 Mtr head 10 HP motor	12 Set	Rs. (Rupees)	
2.	15.00 LPS discharge at 50 Mtr head 15 HP motor	18 Set	Rs. (Rupees)	
3.	18.50 LPS discharge at 50 Mtr head 20 HP motor	30 Set	Rs. (Rupees)	
4. i	Cost of Cabels 2x3x2.5 Sq m m(for 12.50 & 15 LPS capacity pump	1,200.00 Mtr	Rs. (Rupees)	
ii	2x3x4.00 Sq m m(for 18.50 LPS capacity pump	1,200 Mtr	Rs. (Rupees)	

Contractor.

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

(Contd..p/9).

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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,
Resource Division, Panchamukh,
Agartala, Tripura.

(Contd. Page-10)

SPECIAL TECHNICAL CONDITION FOR SUBMERSIBLE PUMPS

01. Pump should conform to IS:8034/2002 with latest amendments.
02. Pump bowl, suction casing, discharge casing and non-return valve should be made of close grained cast iron conforming to IS:210 grade-20.
03. Pump shaft should be of stainless steel conforming to AISI 410 grade.
04. Pump impeller should be of closed impeller mixed flow type and made of bronze conforming to IS:310 Grade-II.
05. Casing wearing ring/seal ring should be of Aluminum Bronze SAE 68 A.
06. Pump bowl bearing should be made of Bronze conforming to IS:310 Grade.
07. Coupling and key should be of rigid type and made of stainless steel by conforming to AISI-410 Impellers assembly should be statically and dynamically balanced for smooth Vibration free operation at high speed. All bearing should be water lubricated and Protected against sand or any foreign materials. A suitable strainer should be fitted over the suction case. All water passages should have vitreous enameled surface; special type of supporting clamps are to be fitted at the bottom of pump to protect against slapping of pump from discharge pipe and filling in the 6" or 8" assembly pipe of the well. Pumps are to be housed in 12" or 14" housing pipe so clamp diameter should be of 10" for the bottom set and more than 14" for the top set of clamp.

Contractor.

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

(Contd..p/11).

SPECIAL TECHNICAL CONDITION FOR SUBMERSIBLE MOTOR

01. Motor shall be conform to IS: 9283/79 with latest amendments.
02. Motor housing should be of closed grained Cast Iron Conforming to IS: 210 Grade-20.
03. Motor shaft should be of E N B.
04. Thrust bearing should be of Kingsbury or Mitchell fitting pad type with special nicalloy with non-magnetic stainless steel Ball sand pins with extra thick fenobestor of $\frac{3}{4}$ mm Thickness on the thrust plate.
05. **All other bearing should be of bronze conforming to IS: 318 Grade-II.**
06. Bearing sleeves should be of stainless steel conforming to AISI 410.
07. Motor thrust bearing plate should be of stainless steel AISI 410.
08. Sand collar should be of bronze as per IS: 318 Grade-II.
09. Oil seals should be of Nitrite with stainless rings.
10. **Strators and Rotors should be made from special alloy steel double varnished Stampings.**
11. Copper rings and rods should be of Electrolytic grade copper.
12. Motor should be totally enclosed squirrel cage induction type and wet type should be properly sealed against external pollutions to the inside water for coating and lubrication. The motor is to be fitted with a breather rubber diaphragm beneath the thrust bearings.
13. Motor windings should be of wet type and of water resistant PVC coated high quality copper wire of Fenolex /ICC made. Cables should be taken out of motor through cable sealing glands of special type and to be protected against mechanical damage by suitable cable guards along the length of pump and delivery pipes.
14. All hard wires used should be properly painted with epoxy resin paint against corrosion.
15. Motor should be of 380 + 10% Volt – 3 Phase 50/C/S.A.C. power supply. Motors and pump are to be supplied alongwith the accessories as per nomenclature of the item of schedule of supply.

Contractor.

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

(Contd..p/ 12)

SPECIAL TERMS **& CONDITIONS**

1. Technical particulars such as make, type size materials and capacity of the pump and the motor shall be furnished with the tender.
 2. The entire materials shall be covered by a written guarantee for 1(one) year from the date of completion of supply against manufacturing defect and bad work man ship which may arise with in this period. The tenders shall promptly take special measures including replacement, Re- construction etc, as may be needed during the guaranteed period.
 3. At present TST/VAT is not applicable, if applicable it will be borne by the Department. CST(Central Sales Tax) is to be borne by the supplier and No 'D' Form will be issued from the Department.
 4. The rate shall be fixed & firm. No claim on escalation and / or extra on duty i.e. import, excise customs etc. shall be acceptable by the Department.
 5. The payment shall only be made after physical receipt of the specified materials by the Engineer-in-Charge in good condition and on the **availability of fund**.
 6. Place of delivery :- All materials are to be delivered at storeyard of Resource Sub- Division, Panchamukh, Agartala.
 7. Mode of despatch :- All materials are to be despatched by Road Transport(by truck) only for delivery to storeyard at Panchamukh, Agartala.
 8. The firms who possess valid manufacturer's certificate for Submersible pumps are entitled for dropping tender. They are to submit Notary attested copy of manufacturer certificate, VAT/TCC/STCC along with the application for issue of tender document failing which tender form will not be issued. If any of the above certificate or document are found in-valid and not in proper during scrutiny, the tender will be summarily rejected.
 9. The Pumps and Motors shall conform to ISI specification .The materials shall be required to be inspected by the inspection wings of RITES at nearest station before the materials are actually dispatched. as stipulated in relevant BIS codes and BEE awarded 5(Five) star rating. All efforts and expenses for conducting such test & inspection shall be borne by the successful tenderer at his own without any extra claim. The supplier shall submit the copies of such inspection report to the Engineer-in-Charge at the time of supply of pump sets, failing which the materials will not be received by the Engineer-in-Charge.
- A). **Tests for Motor Performance:-** Necessary tests shall be conducted according to provisions whatsoever as specified in clause 16 of IS: 9283:1995 (with its latest amendment). If any other test which is not specifically mentioned in the tender document as follows, but required to be conducted to conform the requirements of IS: 9283:1995 (with its latest amendment) shall also be conducted without any extra claim.

CONTRACTOR

EXECUTIVE ENGINEER

(Contd..p/13).

- i) High voltage test, ii) Insulation resistance test (both before & after high voltage test) iii) Measurement of stator resistance iv) No load running of motor and reading of voltage, current, power input & speed, v) Locked rotor readings of voltage, current & torque of motors vi) Reduced voltage running up test at no load to check the ability of motor to run up to full speed on no load in each direction of rotation with $\frac{1}{\sqrt{3}}$ f the rated voltage applied to the motor vii) Full load reading of voltage, current, power input & slip viii) Performance characteristics ix) Temperature rise test x) Temperature rise test at a reduced voltage xi) Momentary overload test xii) Vibration test xiii) Leakage current test at rated voltage etc.

B) Tests for Pump Performance :- Necessary tests shall be conducted according to provisions kept in clause 14 of IS: 8034:2002 (with its latest amendment). If any other test which is not specifically mentioned in the tender document, but required to be conducted to conform the requirements of IS: 8034:2002 (with its latest amendment) shall also be conducted without any extra claim.

i) **Sampling:-** The sampling shall be as specified in IS:10572 except for lot size up to 25. The sampling for lot size up to 25 shall be as given in 14.1.1 of IS: 8034 (with latest amendment).

ii) **Laboratory Tests:-** Testing procedure as given in IS:11346 (with its latest amendment) shall be followed.

iii) **Measurement of flow** shall conform to 2.1 of IS: 11346 (with its latest amendment).

iv) **Measurement of total head** shall conform to 14.1.3.1 of IS: 8034:2002 (with its latest amendment).

v) **Power Measurement:** - Watt meter of adequate capacity shall be used.

vi) **Pump Performance Test:-** It shall conform the specifications stipulated in 15.2.1 of IS:8034:2002 (with its latest amendment).

C) Tolerance: - There shall be no tolerance for star rating brand; the average products tested must be at par or better than the label threshold.

10. Any stores supplied but found not conforming to proper specification/damaged/broken will be rejected and the same will have to be taken back by the supplier concerned at their own cost within 15 (Fifteen) days time from the date of receipt of intimation from the concerned Engineer-in-charge.
11. The supplier will provide detailed operation and maintenance manual (Printed) for each appropriate unit of the supplied goods.
12. If asked by the Department the supplier is to submit necessary documents to the Department in supports of genuineness of the materials supplied by the firm.
13. The purchaser will not pay separately for transit insurance and supplier will be responsible until stores arrive in good condition at destination.
14. If on examination of any sample from any portion of the supply, the materials are found to be not fully in accordance with the relevant specification as quoted, the whole supply may be rejected.
15. Copies of inspection notes of RITES and the supplier's lorry wise challans are to be submitted to the respective stores at the time of delivery of materials. Signed copies of challans and the notes are to be submitted along with bill(s) for payment.
16. The tenderers are to submit the photocopies of VAT/TCC/STCC and Manufacturing Certificate of current validity duty attested by Notary, along with the tender, failing which the tender submitted will be rejected without assigning any reason. If felt necessary, the Department may verify the original certificates of VAT/TCC/STCC & Manufacturer certificate etc.
17. In case the supplier fails to execute the order within the scheduled period of delivery for reasons, attributable to him and if the Department agrees to the extension of delivery date, price rise if applicable within such extension period will also not be entertained by the Department.

CONTRACTOR

EXECUTIVE ENGINEER

(Coned.Page-14)

18. The successful tenderer shall have to execute an agreement in P.W.D. Form No-9, with the Department. The special conditions and the condition, attached with the NIT shall form a part of the agreement.
19. Time is the essence of the contract and therefore no time extension shall be entertained without any genuine ground.
20. If desired the department reserves the right to take the pumps & motor without cable. In that event the supplier should have to supply at least 3.00m cable with each motor.
21. If the department orders for supply of pumps & motors along with cable, the agency should have to supply 40 m cable of size as mentioned in the schedule in a continuous run of 40.00 m.
22. Insurance and freight should be included in the quoted rate. Nothing extra will be paid in this respect.
22. The purchaser's name i.e. W.R. TRIPURA and year of manufacture are to be embossed on the body of each pump and motor.
23. The rates offered by the supplier should remain open for acceptance upto 90 days from the date of opening the tender.
24. In case of any dispute arising out of this tender, the same will be settled within the jurisdiction of Agartala only.
25. 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.
26. If desire the Engineer –in-charge reserves the right to retest the performance the Pump sets inspite of test reports of RITES.
28. The manufacturer having the manufacturing licence of Pumps as per conform to IS:8034/2002 with latest amendments 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. 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.
30. The original Manufacturers of BEE (Bureau of Energy Efficiency) awarded 5(Five) Star rated Submersible pump & Motor having valid license for BIS certification marks with experience in supply of BEE awarded 5(five) Star rated/BIS approved submersible pump & motor to any department of State / Central Government and also having good credential for supplying of Submersible pump & Motor are eligible to compete this tender.
31. Valid document issued in favour of the original manufacturer by BEE (Bureau of Energy Efficiency) to use the BEE level and details of experience of the tenderer in supply of BEE awarded 5(five) Star rated /BIS approved submersible pump & motor to any department of State / Central Government with list of consignee(s) supported with authenticated documents.
32. The successful tenderer shall have to ensure quality of the materials of construction of pump & motor components as specified in IS:8034:2002 (with its latest amendments) and IS: 9283:-1995(with its latest amendments) respectively.

CONTRACTOR

EXECUTIVE ENGINEER

(Coned.Page-15)

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. 00/EE/RD/2016-2017. 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 Certificate indicating the items for which you are registered.-
- 8 . Please indicate guaranteed date when delivery can be completed. Also indicate monthly rate of supplier and also time required for commencement of supplies from the date of receipt of formal order. :-
- 9 . Do you agree to sole arbitration by as per provision of Tripura PWD Form – 9. :-
10. Please state whether the inspection clause is acceptable to you. :-
11. State whether business dealings with you have been banned by Min/Department of supplies :-
12. 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/16)

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 :- @ 16,888/- ii). Security Deposit :- 10% of contract value including Earnest Money deposited.
- 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% subject to maximum of 10% of contract value.

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,
Resource Division,Panchamukh,
Agartala,Tripura.

(Contd...P/ 17)

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,
Resource Division, Panchamukh,
Agartala, Tripura.

(Contd. P/18)

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,

(Contd. P/19)

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,

(Contd... Page -20)

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 and 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 writer 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 annual 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 the monition, or for any loss which he might have sustained on this account.
7. No. Payment shall be made for supplies estimated to cost less that 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 that rupees one thousand the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part there of 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,

(Contd... Page – 21)

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.

15. 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.
16. 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.
17. 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.
18. 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,

(Contd... Page – 22)

26. 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.

13. No materials shall be brought to site or delivered on Sundays without the written permission of the Engineer-in-charge.

14. 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.

14-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,

(Contd... Page – 23)

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. 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 Labours 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.

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

Contractor.

Executive Engineer,

(Contd. Page –24)

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 (hereinafter 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.

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

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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.

(10) The site selected for the camp shall be high ground removed from jungle.

(11) 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.

(12) Drainage: - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp clean and tidy.

(13) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

(14) 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.

20. " 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

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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 realies 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.

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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.

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