GOVERNMENT OF TRIPURA
PUBLIC WORKS DEPARTMENT

STANDARD BID DOCUMENT (SBD)
FOR
PWD, TRIPURA 2019

JUNE, 2019
DRAFT COPY
Name of Work: ........................................................................................................................................
........................................................................................................................................

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**Section-II : General Conditions of Contract**

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SECTION-I:

NOTICE INVITING TENDER

&

INSTRUCTIONS TO BIDDERS
1. This book of “General Conditions of Contract” is applicable to both types of tenders i.e. "Percentage rate tenders and Item rate tenders". Accordingly, alternative provisions for conditions Nos. 4, 10 & 12 of the General Rules and Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for **percentage rate tender (Tripura PWD-7)** or **item rate tender (Tripura PWD-8)**.

2. Tripura PWD-6, Schedules A to F, special conditions/specifications and drawings only will be issued to intending bidders. The standard form will not be issued along with the Tender Documents but the same shall form part of the agreement to be drawn and signed by both parties after acceptance of tender.

3. All blanks are confined to Notice Inviting Tender (Tripura PWD-6) and **Schedules - A to F**.

4. Authority approving the Notice Inviting Tenders (NIT) shall fill up all the blanks in Tripura PWD-6 and in Schedules B to F before issue of Tender Papers.

5. The intending bidders will quote their rates in Schedule A of Uploaded BOQ Sheet. (Excel format)

6. The proforma for registers and Schedules - A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled, shall be separately issued to all intending tenderers.
GOVERNMENT OF TRIPURA
PUBLIC WORKS DEPARTMENT
PRESS NOTICE INVITING TENDERS

1. The Executive Engineer, ........* on behalf of the ‘Governor of Tripura’, invites online percentage / item rate e-tender from the eligible Central & State public sector undertaking / enterprise and eligible Contractors/Firms/Agencies of ........ Category registered with PWD/TTAADC/MES/CPWD/Railway/ Other State PWD for the following work:

2. NIT No.: ....................

3. Name of work: .................................................................................................................................

4. Estimated Cost: ............

5. Earnest Money: .............

6. Period of completion: ....... Days

7. Last date & time for online Bidding: ........... upto 3:00 pm

8. Date & time for online Bid opening: ........... at ......... pm

Notes: -
1. All the above-mentioned online activities should be done in the e-procurement portal https://tripuratenders.gov.in

2. All the above-mentioned date & time are as per server clock date & time of e-procurement portal https://tripuratenders.gov.in

Executive Engineer

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

#### Name of Work:

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1. **Completion period for the work:** ....*.... days.

2. **Date of Publishing of Bid:** Date ...*...Month...*....Year.

3. **Period of downloading of Bidding Documents:**
   - **From:** Date ...*...Month...*....Year.
   - **To:** Date ...*...Month...*....Year.

4. **Period of Seeking clarification:**
   - **From:** Date ...*...Month...*....Year
   - **To:** Date ...*...Month...*....Year

5. **Time and date of Pre-Bid Conference:**
   - Date ...*...Month...*....Year.
   - Time ...*...Hours.

6. **Place of Pre-Bid Conference:** Office of the
   - ..................................................*

7. **Deadline for online Bidding:**
   - Date ...*...Month...*....Year.
   - Time 3.00 P.M.

8. **Time and Date of Opening Technical Bid:**
   - Date ...*...Month...*....Year.
   - Time ...*......P.M.

9. **Time and Date of Opening Price/Financial Bid:**
   - To be notified after Technical Evaluation

10. **Place of Opening Bids:**
    - Office of the
    - ..................................................*

11. **Last date of Bid Validity:**
    - Date ...*...Month...*....Year.

12. **Officer inviting Bids:**
    - ..................................................*

#### Notes:

1. All the above-mentioned online activities should be done in the e-procurement portal https://tripuratenders.gov.in

2. All the above-mentioned date & time are as per server clock date & time of e-procurement portal https://tripuratenders.gov.in

3. Strike out which is not required.

---

Executive Engineer

........................................*....................
INSTRUCTIONS TO BIDDERS (ITB)
FOR TENDERING FORMING PART OF NIT AND
TO BE POSTED ON e-PROCUREMENT PORTAL

1. The intending bidder must read the terms and conditions of Tripura PWD-6 carefully. Bidder should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

2. Information and Instructions for bidder for e-tendering forming part of bid document and to be posted on e-procurement portal.

3. Eligible bidders shall participate in online bidding only through e-procurement portal https://tripuratenders.gov.in. Bidders are allowed to bid 24x7 until the time of Bid closing, with option for Re-Submission, wherein only their latest submitted Bid would be considered for evaluation. The e-procurement portal will not allow any Bidder to attempt bidding, after the scheduled date and time. Submission of hardcopy of bid document physically, is not permitted. If any hardcopy of bid document [other than original copy of Bid Fee & Earnest Money Deposit (EMD)] submitted physically by the bidder then these documents will not be considered & will not be processed for evaluation.

[In case of online submission of Bid Fee & EMD, the necessary guidelines will be provided on implementation of the same].

4. Bid shall be uploaded in Single/2(two)/3(three) bid system by the Tender Inviting Authority (TIA), with all other required details. Earnest Money Deposit (EMD) [@2% (two percent) of the Estimated cost put to tender] and Bid Fee [Estimated cost put to tender: upto ₹40 Lac: ₹1000/-, above ₹40 Lac upto ₹150 Lac: ₹4000/-, above ₹150 Lac-upto ₹500 Lac: ₹8000/- & above ₹500 Lac: ₹10,000/-] are to be drawn separately from any registered scheduled Bank of India guaranteed by the RBI, in the shape of “Deposit at call”/ “Demand Draft” in favour of the Executive Engineer, ......................*..........................

5. Bid Fee furnished as above shall be valid for a minimum period of 3 (three) months from the date of bidding by the bidder. Bid Fee of ₹........... only, shall be accepted as “Demand Draft”/ “Deposit at call” and is Non-Refundable.

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

7. The Bidders will also have to mandatorily deposit both the original “Demand Draft”, “Deposit at call”, related to the Bid Fee and EMD as stated above, in a sealed envelope depicting DNIT No., the Bidders Name, Address & Phone number, at the office of the Executive Engineer, ........*............., positively 1(one) hour before the Bid/ Technical Bid opening time. (i.e. before/on ........* P.M on ........*).

If any bidder has uploaded the scan copy of Bid Fee and EMD in the e-procurement portal but failed to submit those in original within the date and time specified here for valid reason, then the bidder will be allowed to submit original copy of Bid Fee and EMD within the 10 (ten) days from the date of opening of bid / technical bid.

8. Bid(s) shall be opened through online by the respective Bid openers [minimum 2 (two) in numbers as assigned at time of online tender creation] at ........*........ in the office of the Executive Engineer, ............*....................... If
the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

9. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and General Conditions of Contract to be complied with and other necessary documents can be seen and downloaded from e-procurement portal https://tripuratenders.gov.in at free of cost.

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

11. Then the bidder has to register (registration is free of cost) himself in the e-procurement portal mentioned above.

12. After registration, bidder can participate any active tender available in the portal by submitting all required document as mentioned in the tender document.

13. The bidder can quote his bid offer in the following process:

   (i) For Percentage Rate tender (PWD 7), Bidder shall write his name and quote rate in percentage excess(+) / less(-) in figures only in the Bill of Quantity (BOQ) [downloaded from the e-procurement application https://tripuratenders.gov.in] which is in MS-Excel (macro enabled) format and the same saved BOQ should be uploaded to the portal as a part of bid with digital signing.

   (ii) For Item Rate tender (PWD 8), Bidder shall write his name and quote rate in figures only for each item in the Bill of Quantity (BOQ) [downloaded from the e-procurement application https://tripuratenders.gov.in] which is in MS-Excel (macro enabled) format and the same saved BOQ should be uploaded to the portal as a part of bid with digital signing.

14. On opening date, after logging in the portal, the participating bidder can view the bid opening process LIVE online in the portal. After final opening of bids (price bid in case of 2 bid tender), bidder can view the ‘BOQ Comparative Chart’ generated online & displayed by the system through the e-procurement portal. However, participating bidders and other Bidders may be present physically at the bid opening place at the date & time online Bid opening.

15. For any enquiry, bidder can “Seek Clarification” online through portal.

16. Bidder can upload documents [as mentioned in the “Special Instruction to Bidder (SITB)”] in various standard format (jpg/pdf/xls etc.) as desired by the Tender Inviting Authority (TIA) in the portal.

Executive Engineer

……………………
Memo No……………*………………….dated…………*……………

1. The Director of Information, Cultural Affairs and Tourism, Government of Tripura, Agartala for arranging publication of PNIT in **4 (four) widely published Local newspapers** [Enclo-8(eight) copies] and publication of PNIT in **2(two) widely published National newspapers** (for bids costing more than Rs.100 lakhs) [Enco-4(four) copies].

2. The Superintendent, Printing & Stationary Department, Agartala for arranging publication in the next issue of Tripura Gazette.

3. The Resident Commissioner, Tripura Bhawan, Kautiya Marg, Chanakyapuri, New Delhi - 21.

4. The Joint Resident Commissioner, Tripura Bhawan, I, Pretoria Street, Kolkata - 700071.

5. The Joint Resident Commissioner, Tripura Bhawan, Ajanta Path, Baishisthuya Road, PO: Beltala, Guwahati - 781028.

6-11. The Chief Engineer, Tripura, PWD(R&B) / PWD [Buildings] / PWD (DWS) / PWD (NH) / PWD(PMGSY), Agartala, West Tripura.

12-20. The Superintending Engineer, PWD(R&B), First Circle / Second Circle / 3rd Circle / Fourth Circle / Fifth Circle/ Planning and Design Unit, PWD(R&B) / Project Unit, PWD(Buildings) / SQC, Tripura PWD(PMGSY)/ Monitoring Cell.

21-22 The Addl. Chief Engineer, Planning and Design Unit, PWD(R&B) / Project Unit, PWD(Buildings).

23-51. The Executive Engineer, Agartala Division No. I /III / V / Soil Testing & Investigation Division, Agartala / Capital Complex, Agartala / Medical College Division/ Store Division, Agartala / Santirbazar Division, Santirbazar/ Sonamura Division, Sonamura / Teliamura Division, Teliamura / Belonia Division, Belonia/ Jirania Division, Jirania / Udaipur Division, Udaipur/ Bisramganj Division, Bisramganj/ Bishalgarh Division, Bishalgarh/ Dharmanagar Division, Dharmanagar / Ambassa Division, Ambassa / Amarpur Division, Amarpur /Sabroom Division, Sabroom/ Khowai Division, Khowai/ Kanchanpur Division, Kanchanpur / Kailashahar Division, Kailashahar / Kumarghat Division, Kumarghat / Mechanical Division, Agartala / Kamalpur Division, Kamalpur / Mohanpur Division, Mohanpur, Agartala/ Internal Electrification Division, PWD(R&B), Agartala/ Udaipur/Ambassa.

52-59. The District Magistrate, West / North / South / Dhalai / Unakoti / Khowai / Sepahijala / Comati District, Tripura.

60. The Sub-Divisional Officer.

61. The Sub-Regional Employment Exchange.


66. The Secretary, All Tripura Contractor(s) Association, Agartala.

67. Contractor's Association, ....................*local name...............
The Executive Engineer, .........., on behalf of the ‘Governor of Tripura’, invites online percentage / item rate e-tender from the eligible Central & State public sector undertaking / enterprise and eligible Contractors/Firms/Agencies of ............... Category registered with PWD/TTAADC/MES/CPWD/Railway/Other State PWD for the following work:-

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<th>NIT NO.</th>
<th>NAME OF THE WORK</th>
<th>ESTIMATED COST</th>
<th>EARNEST MONEY</th>
<th>TIME FOR COMPLETION</th>
<th>LAST DATE AND TIME FOR DOCUMENT DOWNLOADING AND BIDDING</th>
<th>TIME AND DATE OF OPENING OF BID/TECHNICAL BID</th>
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<td>1</td>
<td></td>
<td></td>
<td>₹</td>
<td>₹</td>
<td>Days</td>
<td>Up to 3:00 P.M. on ................................</td>
<td>At ...........................................</td>
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1. The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of tender is extended, the enlistment of contractor should be valid on the original date of submission of bids.

1.1 The work is estimated to cost ₹ ............... This estimate, however, is given merely as a rough guide.

1.2 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude as specified in “Statement-II”.

2. Agreement shall be drawn with the successful bidders on prescribed Tripura PWD Form 7 / PWD Form 8 (or other Standard Form as mentioned) with up to date amendments, which is available as a Govt. of Tripura Publication and also available on website www.pwd.tripura.gov.in. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The **time allowed** for carrying out the work will be .......... **Days** from the date of start as defined in ‘Schedule-F’ or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

4. The **site** for the work is **available**.

5. **Bid documents** consisting of plans, specifications, the schedule of quantities of the various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen and downloaded from e-procurement portal [https://tripuratenders.gov.in](https://tripuratenders.gov.in) free of cost.

6. After submission of the bids the bidder can re-submit revised bid any number of times but before last time and date of submission of tender as notified.

7. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of tender as notified.

8. Bid Fee & Earnest Money Deposit in the form of Demand Draft or Deposit at call receipt or fixed deposit receipt (drawn in favour of Executive Engineer, ....................................................................................................................................................) shall be scanned and uploaded to the e-procurement portal within the period of bid submission. The Bidders will also have to mandatorily deposit both the original “Demand Draft”/ “Deposit at call Receipt”, related to the EMD and Bid Fee as stated above, in a sealed envelope depicting DNIT No. the Bidders Name, Address & Phone number, at the office of the Executive Engineer, .........................................................................................................................., positively **1(one) hour before the Bid/ Technical Bid opening time.** (i.e. before/on ....*.... P.M on ....*....). Physically submission of any other document in this envelope will not be considered & will not be processed for bid evaluation.

   If any bidder has uploaded the scan copy of Bid Fee and EMD in the e-procurement portal but failed to submit those in original within the date and time specified here for valid reason, then the bidder will be allowed to submit original copy of Bid Fee and EMD within the **10 (ten) days** from the date of opening of bid / technical bid.

   Copy of enlistment order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-procurement portal within the period of bid submission. Online bid documents submitted by intending bidders shall be processed only of those bidders, **who original Bid Fee & EMD deposited with concerned division of Tripura PWD** and other documents scanned and uploaded are found in order.

   The **bid** submitted shall be **opened ....*.... PM on ....*....**

9. **The bid submitted shall become invalid if:**

   9.1 The bidder is found ineligible.

   9.2 The bidder does not upload all the documents (including GST registration) as stipulated in the bid documents.

   9.3 If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender inviting authority at the time of Agreement Signing.
9.4 If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below/at par on the total amount of the tender or any section/sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

10. The bidder whose bid is accepted will be required to furnish performance guarantee of 5% (Five percent) of the bid amount within the period specified in 'Schedule-F'. This guarantee shall be in the form of Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities of Fixed Deposit Receipts or Guarantee Bonds of any scheduled Bank or the State Bank of India in accordance with the prescribed form.

In case the bidder fails to deposit the said performance guarantee within the period as indicated in 'Schedule-F', including the extended period if any, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

The bidder whose bid is accepted will also be required to furnish either copy of applicable licenses/registration or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW welfare board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the bidder for the said work and program chart(time and progress) within the period specified in ‘Schedule-F’.

The Description of work is as follows:

.........................................................................................................................................................
.........................................................................................................................................................

11. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc., will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

12. The competent authority on behalf of the ‘Governor of Tripura’ does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
13. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidder who resort to canvassing will be liable to rejection.

14. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

15. The bidder shall not be permitted to tender for works in the PWD Circle responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Executive Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazette officer in the Public Works Department (PWD). Any breach of this condition by the bidder would render him liable to be removed from the approved list of contractors of this Department.

16. No Engineer of Gazette rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor’s service.

17. **The bid for the works shall remain open for acceptance for a period of one hundred and eighty (180) days from the date of opening of bids.** If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid 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% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.

18. This Notice inviting bid shall form a part of the contract document. The successful Tenderer/contractor, on acceptance of his tender by the Tender Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:

18.1 The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

18.2 **Standard Tripura PWD Form 7 / 8** (or other Standard P.W.D. Form as applicable) *(strike out as the case may be).*
SPECIAL INSTRUCTIONS TO BIDDERS (S I T B)

A. GENERAL

1. Firms Eligible to Bid:

1.1 The Firms who

i) Possess the valid registration in the class and category mentioned in the NIT and satisfy all the conditions therein.

ii) Are not blacklisted or debarred or suspended by the Government for Whatever the reason, prohibiting them not to continue in the contracting business

iii) Have complied with the eligibility criteria specified in the NIT are the eligible bidders.

1.2 Firms Ineligible to bid:

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

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

iii) The Bidder himself or any of his employees is found to be Gazetted Officer who retired from Government Service and had not obtained permission from the Government for accepting the Bidder's employment within a period of 2 years from the date of his retirement.

iv) The Bidder or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as aforesaid before submission of the bid or engagement in the Bidder's service.

v) Bidder shall not be eligible to bid for works in the Division / Circle where any of his near relatives are employed in the rank of Assistant Engineer and above on the Engineering side and Divisional Accounts Officer and above on the Administrative side. The Bidder shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazetted /Non-Gazetted, State Government Employees related to him. Failure to furnish such information bidder is liable to be removed from the list of approved Bidders and his contract is liable for cancellation.

Note: Near relatives include

a) Sons, step sons, daughters, and step daughters.

b) Son-in-law, and daughter-in-law.

c) Brother-in-law, and sister-in-law.

d) Brothers and sisters.

e) Father and mother.

f) Wife and Husband.

g) Father-in-law and Mother- in-law.

h) Nieces, nieces, uncle and aunties.

i) Cousins and

j) Any person residing with or dependent on the Bidder.
2. **Qualification data of the Bidders:**

2.1 **The bidder should satisfy the qualification criteria as fixed here under.** However, in case of any minor infirmity/irregularity/non-conformity/discrepancy as laid down in Cl. No. 21.2, 21.3 & 21.4 of “Special Instructions to Bidders (SITB)”, the bidder will be allowed to rectify the irregularity/discrepancy etc. and submit the required valid document to satisfy his/her qualification criteria within 10(ten) days’ time from the date of issue of letter from the authority. The Bidder shall furnish the following particulars in the PDF formats after scanning in 100 dpi resolution.

   a) **Documents relating to the (i) Registration of the firm/Registration as Civil Contractor/Partnership deed/Articles of Association, (ii) Professional Tax clearance certificate, (iii) GST registration certificate, (iv) valid license regarding engagement of workers in the contract works from Labour Department, Government of Tripura, etc.**

   **Note:** The Partnership firms, which are registered as Contractors shall intimate the change in partnership deed, if any, within one month of such change. Failure to notify the change to the registration authority in time will entail the firms to forfeit their registration and their bid will be rejected. The intimation of change of partners if any and the acceptance by the Registration authority may be enclosed.

   b) **Details of value of Civil Engineering works executed** in each year during the last five financial years by the bidder duly supported with work done certificates (Statement-I).

   c) **Details of similar works completed** in the name of the Bidder as Prime Contractor during the last five financial years showing year wise break up of value of work executed duly supported with work done certificates (Statement-II).

   d) **Details of the existing commitments** i.e., work on hand and, yet to be completed as on the date of submission of the bid (duly supported with balance work to be done certificates) and works for which bids are submitted (Statement No-III).

   e) **Availability of Critical Equipment** for construction / quality control (Statement IV).

   f) **Availability of Key Technical Personnel** for administration / site management and execution viz., technical personnel required for the work (Statement V).

   g) Information on **Litigation history**, with Government during the last five years, in which the Bidder is, involved (Statement-VI).

   h) The particulars of **Quality Control Testing Lab** owned, OR tie up with established quality control testing laboratories (Statement-VII).

   i) Availability of working capital for the work [Liquid assets, credit facility and availability of other financial resources such as Bank Solvency etc.] (Annexure -III).

   j) The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
2.2 **Bids** from Joint Ventures are not acceptable unless specifically stated otherwise.

2.3 **QUALIFICATION CRITERIA FOR OPENING OF THE PRICE /FINANCIAL BID.**

A) To qualify for opening the Price Bid each firm/contractor in its name, should have, during the last five financial years (financial years are those immediately preceding the financial year in which the bids are invited).

   (i) Satisfactorily completed as a **Prime Contractor**, civil engineering works of value not less than **60% of the amount put to Bid** [at current price level] at least in any one year.

   **Note**: The cost of completed works of previous years shall be given weightage of **8.00% per year** to bring them to **current price level**, (the financial year in which bids are invited).

B) Each bidder should further demonstrate.

   (i) **Availability of the Key Technical Personnel**

<table>
<thead>
<tr>
<th>Description of Qualification &amp; Experience</th>
<th>No's</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Degree Engineer</strong> (in respective field) with minimum 2(two) years professional experience in the related field of this work (for work costing more than ₹3.00 crore).</td>
<td>1(one)</td>
</tr>
<tr>
<td><strong>Diploma Engineer</strong> (in respective field) with minimum 2(two) years professional experience in the related field of this work (for work costing ₹1.00 crore to ₹3.00 crore).</td>
<td>1(one)</td>
</tr>
</tbody>
</table>

Note: Technical person shall give an undertaking below his self-attached degree/diploma certificate clearly mentioning that he/she is not involved with in any other contractor/agency/firm other than this bidder.

   (ii) **Solvency certificate** to be produced by the Bidder / Agency for an amount equal to @ 25% of the estimated cost put to tender. The average monthly balance in the account of the Bidder/Agency for last 6(six) months will be @ 25% (twenty five percent) of the estimated cost put to tender. This solvency certificate should not be older than 6(six) months ending on the start date for download of tender documents. Solvency certificate of enlistment category upto Class IV B does not required.

C) **Bid capacity.**

The Bidder who meets the above qualification criteria and whose available bid capacity is more than the estimated contract value will be qualified for opening of **Price/Financial** bid. The available bid capacity will be calculated as under:

**Available Bid Capacity = 3AN-B.**

Where,

A = Maximum value of civil engineering works executed in its name in any one financial year during the last five financial years (updated to current Price level) taking into account the works completed as well as works in progress.

N = **Number of years** prescribed for completion of the work for which Bids are invited [months / 12].
B = Updated value (at current Price level), of all existing Commitments i.e., ongoing works, works likely to be awarded to be executed during the Period of completion of the work for which Bids are invited. Annual turnover cost of completed works and balance works on hand etc., shall be updated by giving weightage of 8% per year to bring them to current price level.

No relaxation will be given to any of the qualification criteria.

2.4 Even though the Bidders meet the above qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted if they have

- Furnished false / fabricated particulars in the forms, statements and / annexures submitted in proof of the qualification requirements and/or
- Not turned up for entering into agreement, when called upon.
- Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
- Participated in the previous biding for the same work and had quoted unreasonably high bid percentage/item rate and
- Even while execution of the work, if found that the work was awarded to the Contractor based on false / fake certificates of experience, the Contractor will be blacklisted and necessary action will be taken as per rules.

3. **Number Bid per Bidder:**

3.1 Each Bidder shall submit only one Bid for the work. A Bidder who submits more than one Bid will cause disqualification of all the Bids submitted by the Bidder.

4. **Cost of Biding:**

4.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid and the bid inviting authority will in no case be responsible and liable for those costs.

5. **Site Visit:**

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

**B. BID DOCUMENT**

6. **Contents of Bid document:**

6.1 One set of Bid document, comprises of the following:

**Technical bid**

I. Notice Inviting bids (NIT)
II. Instruction to Bidders
III. Form of bid and qualification information
IV. Condition of Contract
V. Specifications
VI. Drawings
VII. Forms of Securities, i.e. EMD, Additional Security etc.

**Price/Financial bid**

I. Bill of Quantities (BOQ) – Schedule-A.
II. Tender Form: Tripura PWD Form-7/ Form-8.
7. **Clarification on Bid Documents:**

7.1 A prospective Bidder requiring any clarification on Bid documents may seek clarification through online in the portal. The Bid Inviting authority will also respond to such clarification through e-mail.

However, Bidder may contact the Bid Inviting Officer at the address indicated in the NIT, for clarification on the bid document.

8. **Amendment to Bid Documents:**

8.1 Before the last date for submission of Bids, the Tender Inviting Authority (TIA) may modify any of the contents of the Bid Notice & Bid documents by issuing amendment/addendum/corrigendum.

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

8.3 Bidders to note that who have downloaded the tender documents from the e-procurement portal at https://tripuratenders.gov.in, shall have to download all such Corrigendum/ Addenda/ Clarifications which may be issued prior to the date of opening of the tender to clarify issues arising out of various queries/clarifications relevant to the tender documents from bidders or to reflect modification in the design or tender terms and conditions, which shall form part of tender document. Before uploading the final offer, all such amendment/addendum/corrigendum must be considered by the bidder. PWD shall not be held responsible on this account and the bid may be rejected by the owner.

8.4 To give prospective Bidders reasonable time to take an addendum/amendment/corrigendum into account in preparing their bids, the Tender Inviting Authority may extend if necessary, the last date for submission & opening of bids.

8.5 However, **Public Works Department, Govt. of Tripura shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.** Bidders are requested to visit the e-procurement portal frequently to check whether there is any related addendum/amendment/corrigendum or not.

8.6 If a bidder does not view / fails to view the amendment/addendum/corrigendum hosted on the e-procurement portal at https://tripuratenders.gov.in on any accounts whatsoever and their offer is without considering the corrigendum / addenda / clarification, then PWD may reject the offer.

C. **PREPARATION OF BIDS**

9. **Language of the bid:**

9.1 All documents relating to the bid shall be in the English Language only. Document submitted in any other languages is not permitted.

10. **Documents comprising of the bid:**

10.1 The bid comprises the following documents:

a) Technical Bid and drawings.

b) Qualification information and supporting documents of the bidder.

c) Price /Financial bid containing Bill of Quantities (BOQ) and Bid Offer.
11. **Bid Offer:**

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

11.1.1 **For percentage rate tender,** the Bill of Quantities (BOQ) contains the quantities & rates worked out by the Department and the amount for each item and total value of the estimated contract. The bidder should workout his own rates keeping in view the work, site conditions and quote his overall bid percentage (in figures only) in MS Excel BOQ sheet with which he intends to execute the work. Thus, the total amount (for overall quoted bid percentage) as computed through Macro Enabled MS Excel BOQ Sheet would be the quoted offered amount for the work, which will be shown in figures & words automatically.

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

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

11.3 **All duties, taxes, and other levies payable by the Bidder as per State / Central Government rules/ GST, shall be included in the bid percentage / item rate quoted by the bidder.**

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

12. **Validity of bids:**

12.1 The bid for the works shall remain open for acceptance for a period of **one hundred and eighty (180) days from the date of opening of bids.**

12.2 During the abovementioned period no plea by the Bidder for any sort of modification of the bid based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.

12.3 In exceptional circumstances, prior to expiry of the original time limit, the bid Inviting Officer may request the bidders to extend the period of validity for a specified additional period. Such request to the Bidders shall be made in writing. A Bidder may refuse the request without forfeiting his E.M.D. A Bidder agreeing to the request will not be permitted to modify his bid but will be required to extend the validity of his E.M.D. for a period of the extension.
13. **Alteration:**

13.1 No alteration which is made by the Bidder in the contract form, the conditions of the contract, the drawings, specifications or statements / formats or quantities accompanying the same will be recognized; and, if any such alterations are made the bid will be void.

**D. SUBMISSION OF BIDS**

14. **Submission of Bids:**

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

14.2 The Technical bid, with the scanned copies of certificates, documents, (except the Price/Financial bid) into PDF are to be submitted by the bidder through e-procurement portal https://tripuratenders.gov.in before the last date and time of bidding.

If any of the certificates, documents, etc., furnished by the Bidder is found to be false / fabricated / bogus, the bidder will be blacklisted and the EMD forfeited.

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

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

For ease of bidding, the bidders shall scan the following documents at 100 dpi resolution and upload them as per the folder structure provided in his/her “My Document”, which is provided free of cost to all bidders, post his/her registration in the e-procurement portal https://tripuratenders.gov.in. This operation is expected to be completed, before commencement of actual bidding by the bidder.

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

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Folder Name</th>
<th>Documents to be uploaded</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>BIS/Mfg./lic/Dealership</td>
<td>Copies of documents relating to the</td>
</tr>
<tr>
<td></td>
<td></td>
<td>I. Registration of the firm/Registration as Civil Bidder/Partnership deed/Articles of Association,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>II. Valid license regarding engagement of workers in the contract works from Labour Department, Government of Tripura, etc.</td>
</tr>
<tr>
<td>2.</td>
<td>DNIT Documents</td>
<td>III. Downloaded DNIT as a proof of acceptance of all term’s conditions in the DNIT.</td>
</tr>
<tr>
<td>3.</td>
<td>Experience/mfg. capacity</td>
<td>IV. Details of value of Civil Engineering works executed in each year during the last five financial years by the bidder duly supported with work done certificates (Statement-I).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>V. Details of similar works completed in the name of the Bidder as Prime Contractor during the last five financial years showing year wise break up of value of work executed duly supported with work done certificates (Statement-II).</td>
</tr>
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<td></td>
<td></td>
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</tr>
<tr>
<td>VI.</td>
<td><strong>Details of the existing commitments</strong> i.e., work on hand and, yet to be completed as on the date of submission of the bid (duly supported with balance work to be done certificates) and works for which bids are submitted (<strong>Statement No-III</strong>).</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td><strong>Machinery Details</strong></td>
<td></td>
</tr>
<tr>
<td>VII.</td>
<td><strong>Availability of Critical Equipment</strong> for construction / quality control (<strong>Statement IV</strong>).</td>
<td></td>
</tr>
<tr>
<td>VIII.</td>
<td>The particulars of <strong>Quality Control Testing Lab</strong> owned, OR tie up with established quality control testing laboratories (<strong>Statement-VII</strong>).</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td><strong>Misc. document</strong></td>
<td></td>
</tr>
<tr>
<td>IX.</td>
<td><strong>Power of attorney/Authorization</strong>, if applicable.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td><strong>Financial details</strong></td>
<td></td>
</tr>
<tr>
<td>X.</td>
<td><strong>Bank Solvency Certificate</strong> from a scheduled bank as per <strong>Annexure-III</strong></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td><strong>Tax related document</strong></td>
<td></td>
</tr>
<tr>
<td>XI.</td>
<td>Copies of documents relating to the <strong>Professional Tax clearance certificate</strong>.</td>
<td></td>
</tr>
<tr>
<td>XII.</td>
<td><strong>GST registration certificate and upto date GST clearance certificate</strong>.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td><strong>Technical details</strong></td>
<td></td>
</tr>
<tr>
<td>XIII.</td>
<td><strong>Availability of Key Technical Personnel</strong> (<strong>Statement-V</strong>).</td>
<td></td>
</tr>
<tr>
<td>XIV.</td>
<td>Information on <strong>Litigation History</strong> (<strong>Statement-VI</strong>).</td>
<td></td>
</tr>
<tr>
<td>XV.</td>
<td>The <strong>proposed methodology and program of construction</strong>, backed with equipment planning and deployment, duly supported with broad calculations, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.</td>
<td></td>
</tr>
</tbody>
</table>

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

14.3.2 **Documents required during actual Bidding:** In addition to the documents kept in “My Document” folder, the following documents are also to be uploaded to the e-Procurement portal during actual bidding.

**Technical Bid**

I. Scanned copy of “Demand Draft” or “Deposit at Call receipt” or “Bank Guarantee Bond” of any Scheduled Bank guaranteed by RBI against EMD and scanned copy Demand Draft of any Scheduled Bank guaranteed by RBI towards bid fee, both in a single PDF.

II. Checklist as per **Annexure-I**.

III. Declaration of the Bidder as per **Annexure-II**.

**Price/Financial Bid**

I. Bill of Quantity (BOQ) - Schedule-A.

II. Tender Form: Tripura PWD Form-7/ Form-8

**Note-1:** **Bidder shall take separate printout** of the formats of Checklist (**Annexure-I**), Declaration (**Annexure-II**), Bank Solvency (**Annexure-III**), Performance Bank Guarantee, Earnest Money Deposit Bank Guarantee and **Statement-I to VII** (as mentioned above). He / She shall fill the necessary information & may put signature with stamp/seal, and then scan them into
PDF (in 100 dpi resolution). Finally, those documents should be uploaded (with digital signing) either in Bidder’s “My Document” or actual bidding, as the case may be.

14.4 If any of the certificates/documents furnished by the Bidder, found to be false / fabricated / bogus, the bidder will be liable to blacklisted and their E.M.D. will be forfeited.

15. Last date / time for Submission of the Bids:
15.1 Bids must be submitted before the last date and time of bidding as specified in NIT.
15.2 The Executive Engineer may extend the dates for receipt of bids by issuing an amendment/corrigendum in which case all rights and obligations of the Executive Engineer and the Bidders will remain same as previously.

16. Late Bids:
16.1 The e-Procurement portal https://tripuratenders.gov.in will not allow any Bidder to attempt bidding, after the scheduled date and time prescribed in NIT.

E. BID OPENING AND EVALUATION

17. Bid opening:
17.1 The Technical bids will be opened online by the pre assigned Bid openers [minimum 2(two) in numbers as assigned at time of online tender creation] on behalf of the concerned Executive Engineer, at the time and date as specified in the bid documents. All the Statements, documents, certificates, Demand Draft / Bank Guarantee etc., as submitted/uploaded by the Bidders through online, will be downloaded, printed and verified for technical evaluation. The clarifications, particulars, if any, required from the bidders, will be obtained by addressing the bidders. The technical bids will be evaluated against the specified parameters / criteria same as in the case of conventional bids and the technically qualified bidders will be identified. The result of Technical bids evaluation will be displayed in the e-procurement portal https://tripuratenders.gov.in and all the Bidders who participated in the Bids can access the same.

The Bidders or their authorized representatives can be present at the time of opening of the bids. Either the Bidder himself or one of his representatives with proper authorization only will be allowed at the time of bid opening. If any of the Bidder is not present at the time of opening of bids, the bid opening authority will, on opening the bid of the absentee Bidder, reads out and record the deficiencies if any, which shall be binding on the Bidder.

The bidder can view online bid opening LIVE in the e-procurement portal from anywhere.

17.2 The Minutes of the Technical bid opening shall be recorded and signed by the Bid opening Authority as well as Bidders or their Authorized Representatives present and the same shall be uploaded and can be accessed in the e-procurement portal.

18. Clarification on the Technical Bid:
18.1 The bid opening authority may call upon any Bidder for clarification on the statements, documentary proof relating to the technical bid. The clarification called for from the Bidders shall be furnished within the stipulated time, which shall not be more than a week.
18.2 The Bidder if so desirous, shall agree in writing to furnish the clarification called for within the stipulated time and, for disqualification and rejection of his bid in the event of failure to do so.

19. **Examination of technical Bids and Determination of Responsiveness:**

19.1 The Executive/ Superintending Engineer will evaluate whether each Bidder is satisfying the eligibility criteria prescribed in the bid document and declares them as a qualified Bidder.

19.2 If the technical bid of a Bidder is not satisfying any of the eligibility criteria, the Executive / Superintending Engineer will reject it. However, the bid accepting authority detects any error in the evaluation of Bids done by Executive/ Superintending Engineer, the bid accepting authority while returning the bids may direct the Executive/ Superintending Engineer as the case may be, to re-evaluate the bids.

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

19.4 **Details of ‘Technical/Financial Bid Evaluation Committee’** shall be uploaded in the e-procurement portal [https://tripuratenders.gov.in](https://tripuratenders.gov.in) and all the bidders can access the same.

20. **Price/Financial Bid Opening:**

20.1 Only the Price/Financial Bids of qualified bidders, whose technical Bids are found satisfying the eligibility criteria, will be opened online by the authorized Bid openers on behalf of the concerned Executive Engineer at the time, date and venue as specified in the bid documents. The result will be seen in the e-procurement portal [https://tripuratenders.gov.in](https://tripuratenders.gov.in) by all the bidders who participated in the bids. However, qualified bidders or their authorized representatives may remain present at the Price/Financial Bid opening. The bid offers are read out, minutes recorded, and the signatures of the Bidders present are taken in the minutes.

20.2 The Price/Financial Bid of the Bidders, whose technical bids has been found not responsive, will not be opened.

20.3 Bids shall be scrutinized in accordance with the conditions stipulated in the Bid document. In case of any discrepancy of non-adherence Conditions the Bid accepting authority shall communicate the same which will be binding on both the bid Opening authority and the Bidder. In case of any ambiguity, the decision taken by the Bid Accepting Authority on bids shall be final.

21. **Bid Evaluation and Comparison of Price/Financial Bids:**

21.1 **Non-responsive Tenders**: Tenders that do not meet the basic requirements specified in the bid documents are to be treated as non-responsive and ignored. All tenders received will first be scrutinized by the “Technical/Financial Bid Evaluation Committee” to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are:

21.1.1 The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;

21.1.2 The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
21.1.3 The bidder is not eligible to participate in the bid as per laid down eligibility criteria (example: the tender enquiry condition says that the bidder has to be a registered MSE unit but the tenderer is a, say, a large-scale unit);

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

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

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

21.2 Discrepancies between original and additional/scanned copies of a Tender:
Discrepancies can also be observed in responsive tenders between the original copy and other copies of the same tender set. In such a case, the text, and so on, of the original copy will prevail. Here also, this issue is to be taken up with the tenderer in the same manner as above and subsequent actions taken accordingly. In e-Procurement there could be discrepancies between the uploaded scanned copies and the Originals submitted by the bidder. However normally no submission of original documents in physical format (other than Original Copy of Bid Fee & EMD), should be asked for in e-Procurement.

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

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

21.4 Considering minor deviations:
Court has consistently taken a view that Procuring Entity is entitled to consider and allow minor deviations, which do not amount to material deviations. A material deviation, reservation, or omission which should not be waived are those that:

21.4.1 Affects, in any substantial way, the scope, quality or performance of the goods and related services specified in the contract;
21.4.2 Limits, in any substantial way, inconsistent with the tendering documents, the Procuring Entity's rights or the tenderer's obligations under the contract; or

21.4.3 If rectified, would unfairly affect the competitive position of other tenderers quoting substantially responsive tenders.

21.5 The 'BOQ Comparative Chart' generated online & displayed by the system through the e-procurement portal, after the opening of Price/Financial Bid, will show the amount calculated based on percentage rate quoted by the bidders. The bidder shown as lowest (L1) in the bid rank of the 'BOQ Summary Details', may not be the lowest always. The prescribed authority (i.e. Financial Bid Opening Committee) in the Department will prepare a ‘Comparative Statement’ considering all parameters as per conditions given in the bid document. This 'Comparative Statement', declaring lowest bidder (L1), will be displayed in the e-procurement portal subsequently.

21.6 Selection of Bidder among the lowest & equally quoted Bidders will be in the following orders:
   a) The Bidder whose bid capacity is higher will be selected.
   b) In case the bid capacity is also same the Bidder whose annual turnover is more will be preferred.
   c) Even if the criteria incidentally become the same, the turnover on similar works and thereafter machinery available for the work and then the clean track record including litigation aspects will be considered for selection.

21.7 Details of 'Technical/Financial Bid Evaluation Committee' shall be uploaded in the e-procurement portal https://tripuratenders.gov.in and all the bidders can access the same.

22. Discrepancy in Bid rate quoted.

22.1 Bids shall be scrutinized in accordance with the conditions stipulated in the Bid document. Bidder shall quote rate for each item in figures only. BOQ (in MS-Excel format) sheet shall be open with Macro Enabled for automatic conversion from figures to words. Thus, the total amount (for all the quoted items) as computed through MS-Excel Sheet would be the quoted amount for the work, which will be shown in figures & words automatically. In case of any ambiguity, the decision taken by the Bid Accepting Authority on Bidders shall be final.

23. Non-conformities between Figures and words.

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

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

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

23.3 If there is a discrepancy between words and figures, the amount in words shall prevail;
23.4 Such a discrepancy in an offer should be conveyed to the tenderer asking him to respond by a target date and if the tenderer does not agree to Procuring Entity’s observation, the tender is liable to be rejected.

24. **Process to be Confidential.**

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

24.2 No Bidder shall contact the Superintending Engineer or any authority concerned with finalization of bids on any matter relating to its Bid from the time of the Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Superintending Engineer, it should do so in writing.

24.3 Before recommending / accepting the bid, the bid recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements of previous works executed by the lowest Bidder may be called for.

F. **AWARD OF CONTRACT**

25. **Award Criteria**

25.1 The Executive/ Superintending Engineer / Chief Engineer will award or recommend to the Competent bid accepting authority for award of the contract to the Bidder who is found Technically qualified as per the bid conditions and whose **Price/Financial Bid Rate is lowest**.

25.2 The bid accepting authority reserves the right to accept or reject any bid or all bids and to cancel the Biding process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the reasons for such action.
FORMS OF QUALIFICATION
# Checklist to Accompany the Bid

**Sl. No.** | Description                                                                                                                                                                                                 | Whether Submitted (Yes/No) |
---|---|---|
1. | Documents relating to the Registration of the firm, Registration as Civil Contractor, Partnership deed, Articles of Association under appropriate class. | Yes / No |
2. | Valid license regarding engagement of workers in the contract works from Labour Department, Government of Tripura. | Yes / No |
3. | Professional Tax clearance certificate. | Yes / No |
4. | GST registration certificate. | Yes / No |
5. | Downloaded DNIT as a proof of acceptance of all terms conditions in the DNIT. | Yes / No |
6. | Details of value of Civil Engineering works executed in each year during the last five financial years by the bidder duly supported with work done certificates (Statement-I). | Yes / No |
7. | Details of similar works completed in the name of the Bidder as Prime Contractor during the last five financial years showing year wise break up of value of work executed duly supported with work done certificates (Statement-II). | Yes / No |
8. | Details of the existing commitments i.e., work on hand and, yet to be completed as on the date of submission of the bid (duly supported with balance work to be done certificates) and works for which bids are submitted (Statement No-III). | Yes / No |
9. | Availability of Critical Equipment for construction / quality control (Statement IV). | Yes / No |
10. | Availability of Key Technical Personnel (Statement-V). | Yes / No |
11. | Information on Litigation History (Statement –VI ). | Yes / No |
12. | The particulars of Quality Control Testing Lab owned, OR tie up with established quality control testing laboratories (Statement-VII). | Yes / No |
13. | The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones. | Yes / No |
14. | Declaration of the Bidder as per Annexure-II. | Yes / No |
15. | Bank Solvency Certificate as per Annexure-III. | Yes / No |
16. | Power of attorney/Authorization, if applicable. | Yes / No |
17. | Corrigendum, if any. | Yes / No |

(Strike out as the case may be)

Signature of the Bidder
DECLARATION

I / we ………………………………………………………………………………………………
have gone through carefully all the Bid conditions and solemnly declare that I / we will
abide by any penal action such as disqualification or black listing or termination of
contract or any other action deemed fit, taken by, the Department against us, if it is
found that the statements, documents, certificates produced by us are false /
fabricated.

I / we hereby declare that, I / WE have not been blacklisted / debarred /
Suspended / demoted in any department in Tripura or in any State of India due to any
reasons.

Signature of the Bidder
FORM OF SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information Ms/Sri ……………………………………………………………………………………………...having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up-to a limit of Rs………………….. (Rupees…………………………………………..................................................................…).

His average monthly balance for last 6(six) months is Rs........................................ (Rupees…………………………………………..................................................................…).

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)
for the Bank

NOTE:-
1. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.
2. Bank solvency should not be older than 6(six) months ending on the start date for download of tender documents.
STATEMENT – I

Details of value of Civil Engineering works executed in each year during the last five financial years by the Bidder.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Financial Year</th>
<th>Value in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Attach certificate(s) issued by the Executive Engineer concerned showing work wise/year wise value of work done in respect of all the works executed by the Bidder during last five years

Signature of the Bidder
**STATEMENT – II**

Details of similar works completed in the Name of the Bidder during the last five financial years.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of the work</th>
<th>Address of Agt. Concluding Authority</th>
<th>Agreement No. &amp; dated.</th>
<th>Value of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td>4</td>
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</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Stipulated period of completion</th>
<th>Actual date of completion</th>
<th>Value of work, done year wise during the last ‘five’ years.</th>
<th>Total value of work done.</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
</tr>
</tbody>
</table>

Note: Attach certificates issued by the Executive Engineer concerned showing work wise /year wise value of work done and date of completion.

Signature of the Bidder
**STATEMENT – III**  
Details of Existing Commitments.

Details of works on hand and, yet to be completed as on the date of submission of the Bid and works for which Bids have been submitted are to be furnished.

A) Existing Commitments on ongoing works:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of work</th>
<th>Address of Concluding authority</th>
<th>Concluding authority No. &amp; Date</th>
<th>Value of contract</th>
<th>Stipulated period of completion</th>
<th>Value of work</th>
<th>Balance of Value of works to be completed</th>
<th>Anticipated date of completion</th>
<th>Updated value of balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Attach certificates issued by the Executive Engineer concerned, indicating the balance work to be done, and likely period of completion.

Signature of the Bidder

B) Details of works for which Bids are submitted [awarded / likely to be awarded]

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of work</th>
<th>Address of Concluding authority</th>
<th>Estimated value of work</th>
<th>Stipulated period of completion</th>
<th>Date on which bid was submitted</th>
<th>Presen stage of Bid.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of the Bidder
STATEMENT – IV

[Must be complied with Schedule F Clause 8]

Availability of Critical Equipment

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

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details of Equipment</th>
<th>Number required</th>
<th>Number</th>
<th></th>
<th></th>
<th>To be procured</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Owned</td>
<td>Leased</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of the Bidder

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

DECLARATION

“I/We ……………………………………………………………………………………………………………………………

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

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details of each Equipment</th>
<th>Year of purchase</th>
<th>Regn. Number</th>
<th>Capacity</th>
<th>Any other data.</th>
<th>Is it in working condition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of the Bidder
**STATEMENT – V**

[Must be complied with Schedule F Clause 36(i)]

Availability of Key Technical Personnel

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

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name</th>
<th>Designation</th>
<th>Qualification</th>
<th>Total Experience</th>
<th>Working with the Bidder since.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
</tbody>
</table>

Notes: Technical person shall give an undertaking below his self-attached degree/diploma certificate clearly mentioning that he/she is not involved with in any other contractor/agency/firm other than this bidder.

Signature of the Bidder
**STATEMENT - VI**

Information on litigation history in which Bidder is the Petitioner.

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

Signature of the Bidder
STATEMENT – VII

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

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of the Lab</th>
<th>Whether owned/tie-up</th>
<th>Details of Equipment / Instruments of the Lab</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>
SECTION-II:

GENERAL CONDITIONS OF CONTRACT
GOVERNMENT OF TRIPURA
PUBLIC WORKS DEPARTMENT

Percentage Rate Tender/Item Rate Tender & Contract for Works

(A) Tender for the work of:...................................................................................................................
..................................................................................................................................................................

(i) To be uploaded by................hours on......................at
https://tripuratenders.gov.in

(ii) To be opened in presence of tenderers who may be present at.................... hours on....................in the office of.......................

TENDER

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

a) For percentage Rate Contract (Tripura PWD Form-7), I / We undertake to execute the work at the same rate as filled up /quoted online by me/us in Bill of Quantity (in downloaded macro enabled MS-Excel Sheet) of the same bid as referred to “General Rules & Direction” of this tender document. In addition, the total amount as computed in macro enabled MS-Excel Sheet through online would be the quoted offered amount by me/us for the same bid as referred above.

b) For Item Rate Contract (Tripura PWD Form-8), I / We undertake to execute the work at the same item rate as filled up /quoted online by me/us for each item in Bill of Quantity (in downloaded macro enabled MS-Excel Sheet) of the same bid as referred to “General Rules & Direction” of this tender document. In addition, the total amount as computed in macro enabled MS-Excel Sheet through online would be the quoted offered amount by me/us for the same bid as referred above.

[strike out as the case may be]

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

I/We agree to keep the tender open for one hundred and eighty (180) days from the due date of its opening and not to make any modification in its terms and conditions.
A sum of ₹ ................... is hereby forwarded in deposit at call receipt of a scheduled bank/ demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money.

A copy of earnest money in deposit at call receipt of a scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded (strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Governor of Tripura or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Governor of Tripura or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

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

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

Dated: 

Signature of Contractor

Witness:

Postal Address & Mobile No:

Address:

Occupation:
A C C E P T A N C E

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Governor of Tripura for a sum of ₹ ..........................................

(Rupees..................................................................................................................................................)

The letters referred to below shall form part of this contract agreement: -

(a)

(b)

(c)

For & on behalf of Governor of Tripura.

Signature..............................................

Designation..............................................

Dated:
GOVERNMENT OF TRIPURA  
PUBLIC WORKS DEPARTMENT

**General Rules & Directions**

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in Newspapers or posted on website as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the *Indian Partnership Act, 1932*.

3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

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

The rate(s) must be quoted in decimal coinage.

*In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.*
If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, EE(s) in-charge of major & minor component(s), EE(P) of the circle and the lowest contractors those have quoted equal amount of their tenders.

In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.

In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.

Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.

4A. Applicable for Percentage Rate Tender only (Tripura PWD-7)

In case of Percentage Rate Tenders, contractor shall fill up the uploaded BOQ sheet [macro enabled MS-Excel sheet], stating at what percentage less/excess (in figures) on the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if:-

1. The contractor does not quote percentage less/excess on the total amount of tender.
2. Tempering the uploaded BOQ sheet / DNIT conditions

4B. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected.

In case the lowest tendered amount (estimated cost ± amount worked on the basis of percentage excess/less) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage less/excess on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted less/excess on tendered cost should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractor refuses to submit revised offer, then it
shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, EE(s) in-charge of major & minor component(s), EE(P) of the circle & the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.

Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

5. The officer inviting tender or his duly authorized assistant, will open tenders in the presence of any 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 shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.

8. The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is uploaded.

9. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

9A. Use of correcting fluid / tempering of uploaded documents [softcopies], anywhere in tender document is not permitted. Such tender is liable for rejection.
10. In the case of Item Rate Tenders, only rates quoted shall be considered. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

10A. In case of Percentage Rate Tenders only percentage quoted shall be considered. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures.

11. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.

12. All rates shall be quoted on the uploaded tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures.

12A. In Percentage Rate Tender, the tenderer shall quote percentage less/excess (in figures) on the uploaded tender form at which he will be willing to execute the work.

13. (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% [Five Percent] of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Deposit at call receipt of any scheduled bank/Banker’s cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than ₹1,00,000/-) or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

(ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfilment of his contract, an amount equal to 2.5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.
14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.

15. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.

16. The contractor shall give a list of both gazetted and non-gazetted Tripura P.W.D. employees related to him.

17. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

18. The tender for composite work includes, in addition to building work, all other works such as electrical work, mechanical works, roads and paths etc. The tenderer apart from being a registered contractor of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for electrical and mechanical works in the composite tender.

19. The contractor shall submit list of works which are in hand (progress) in the following form:-

<table>
<thead>
<tr>
<th>Name of work</th>
<th>Name and particulars of Division where work is being executed</th>
<th>Value of work</th>
<th>Position of works in progress</th>
<th>Remarks</th>
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20. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer/Executive Engineer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
CONDITIONS OF CONTRACT

Definitions

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

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

   (i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

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

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

   (iv) The Governor means the Governor of Tripura and his successors.

   (v) The Engineer-in-charge means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Governor of Tripura as mentioned in Schedule ‘F’ hereunder.

   (vi) Government or Government of Tripura shall mean the Governor of Tripura.

   (vii) Accepting Authority shall mean the authority mentioned in Schedule ‘F’.

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

(ix) Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule ‘F’ to cover, all overheads and profits.

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

(xi) Department means Tripura PWD or any department of Government of Tripura which invites tenders on behalf of Governor of Tripura as specified in schedule ‘F’.

(xii) State Specifications means the specifications followed by the State Government in the area where the work is to be executed.

(xiii) Tendered value means the value of the entire work as stipulated in the letter of award.

(xiv) Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule ‘F’ or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

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

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

5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule- A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

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

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

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

(i) Description of Schedule of Quantities.
(ii) Particular Specification and Special Condition, if any.
(iii) Drawings.
(iv) Tripura PWD/CPWD/MoRD/MoRTH Specifications.
(v) Indian Standard Specifications of B.I.S.

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

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

9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:

(i) the notice inviting tender, all the documents including drawings, if
any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

(ii) Standard Tripura P.W.D. Form as mentioned in Schedule ‘F’ consisting of:

a) Various standard clauses with corrections up to the date stipulated in Schedule ‘F’ along with annexures thereto.


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

d) Tripura State Gov’t Contractor's Labour Regulations.

e) List of Acts and omissions for which fines can be imposed.

(iii) No payment for the work done will be made unless contract is signed by the contractor.
CLAUSES OF CONTRACT

CLAUSE 1

(i) The contractor shall submit an irrevocable **Performance Guarantee of 5% (Five Percent)** of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule ‘F’ from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule ‘F’ on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker’s Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than ₹1,00,000/-) or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit. **In case the contractor fails to deposit the said performance guarantee within the period as indicated in schedule ‘F’, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.**

The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

(ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

(iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Governor of Tripura is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(a) Failure by the contractor to extend the validity of the
Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay Governor of Tripura any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

(iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Governor of Tripura.

(c) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.

(d) This provisional completion certificate shall be recorded by the concerned Engineer-in-charge with the approval of Superintending Engineer. After recording of the provisional Completion Certificate for the work by the competent authority, the 80% of performance guarantee shall be returned to the contractor, without any interest.

(e) However in case of contracts involving Maintenance of building and services / any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.

Recovery of Security Deposit

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

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of ₹ 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than ₹ 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

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

**Compensation for Delay**

**CLAUSE 2**

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

This will also apply to items or group of items for which a separate period of completion has been specified.

(i) Compensation for delay of work @ 1% per month of delay to be computed on per day basis

Provided always that the total amount of compensation for delay to be
paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the Sectional part of work as mentioned in Schedule ‘F’ for which a separate period of completion is originally given.

In case no compensation has been decided by the authority in Schedule ‘F’ during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.
CLAUSE 2A

In case, the contractor completes the work ahead of stipulated date of completion or justified extended date of completion as determined under clauses 5.3, 12 & 15, a percentage @ 10% (ten per cent) of the tendered value per month or part thereof, should be added to the contractor work done value for calculation of Contractor enlistment upgradation or Bid Capacity calculation. Provided always that provision of the Clause 2A shall be applicable only when so provided in ‘Schedule F’.

CLAUSE 3

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

(i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

(ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

(iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.

(iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

(v) If the contractor shall offer or give or agree to give to any person in
Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.

(vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

(vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bona fide methods of competitive tendering or commits breach of Integrity Agreement.

(viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

(ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

(x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

(xi) If the contractor assigns, (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Governor of Tripura shall have powers:

(a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the
Earnest Money Deposit Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A

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

(i) If the Tendered value of work is up to ₹ 45 lac 15 days
(ii) If the Tendered value of work is more than ₹ 45 lac and up to ₹ 2.5 Crore 21 days
(iii) If the Tendered value of work exceeds ₹ 2.5 Crore 30 days

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

CLAUSE 4

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

CLAUSE 5

The time allowed for execution of the Works as specified in the Schedule ‘F’ or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule ‘F’ or from the date of handing over of the site notified by the Engineer-in-Charge, whichever is later. However, the handing over of site by the Engineer in Charge, in full or in part (if so provided in contract), shall be completed within two months from issue of acceptance letter. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

5.1 As soon as possible but within twenty one days of award of work and in consideration of

a) Schedule of handing over of site as specified in the Schedule ‘F’

b) Schedule of issue of designs as specified in the Schedule ‘F’

(i) The Contractor shall submit a Time and Progress Chart for each milestone. The Engineer-in-Charge may within 30 days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required
by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestones given in Schedule ‘F’.

(ii) In case of non-submission of construction programme by the contractor the program approved by the Engineer-in-Charge shall be deemed to be final.

(iii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.

(iv) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery ₹ 2500/- (for works costing up to ₹ 20 Crores) / ₹ 5000/- (for works costing more than ₹ 20 Crores) shall be made on per week or part basis in case of delay in submission of the monthly progress report.

5.2 If the work(s) be delayed by:-

(i) force majeure, or
(ii) abnormally bad weather, or
(iii) serious loss or damage by fire, or
(iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
(v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
(vi) non-availability of stores, which are the responsibility of Government to supply or
(vii) non-availability or break down of tools and Plant to be supplied or supplied by Government or
(viii) any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor’s control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge for entry in the hindrance register (physical or web-based as prescribed in Schedule ‘F’ but shall nevertheless use constantly his best endeavours to
prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

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

5.3 In case the work is hindered by any reasons, in the opinion of the contractor, by the Department or for someone for whose action the Department is responsible, the contractor may immediately give notice thereof in writing to the Engineer-in-Charge in the same manner as prescribed under sub Clause 5.2 seeking extension of time or rescheduling of milestone/s. The authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the milestones for completion of work after due consideration of the same within 30 days of receipt of such request. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor may give, supported with a programme, a fair and reasonable extension within a reasonable period of occurrence of the event. Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.

5.4 Request for rescheduling of Milestones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones (Appendix-XVI) or Form of application by the contractor for seeking extension of time (Appendix –XVII) respectively to the authority as indicated in Schedule ‘F’. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired.

With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule ‘F’ shall be made on per day basis in case of delay in submission of the revised programme.

5.4.1 In any such case the authority as indicated in Schedule ‘F’ may give a fair and reasonable extension of time for completion of work or reschedule the milestones. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule ‘F’ in writing, within 30 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the
contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

5.5 In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

**Measurements of work done**

**CLAUSE 6**

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

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

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

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

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

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

The contractor shall give, not less than seven days’ notice to the Engineer-in-Charge or his authorized representative in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge’s consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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

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

CLAUSE 6A

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

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

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

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

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

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

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

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

The contractor shall give not less than seven days’ notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge’s consent being obtained in writing the same shall be uncovered at the Contractor’s expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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

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

**CLAUSE 7**

No payment shall be made for work, estimated to cost ₹1.00 Lac (Rupees One Lac) or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over ₹1.00 Lac (Rupees One Lac), the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule ‘F’, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the
contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days. In case of delay in payment no interest shall be paid to the contractor.

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

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

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill to be submitted by the contractor within 10 days of the interim payment. In case of delay in payment no interest shall be paid to the contractor.

**Payments in composite Contracts**

In case of composite tenders, running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor. In case main contractor fails to make the payment to the contractor
associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer in charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge of major or minor component from the next R/A/ final bill due to main contractor as the case may be.

CLAUSE 7A

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

CLAUSE 8

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.
**CLAUSE 8A**

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

**CLAUSE 8B**

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 2005 and (Part-II External) 1994 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1 % of Tendered Value or limit prescribed in Schedule F whichever is more as may be fixed by the Superintending Engineer concerned and in this respect the decision of the Superintending Engineer shall be final and binding on the contractor.

The contractor shall submit completion plan for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans.

**CLAUSE 9**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified hereinafter, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials.

| (i) | If the Tendered value of work is up to ₹ 45 lac | 2 months |
| (ii) | If the Tendered value of work is more than ₹ 45 lac | 3 months |
Materials which Government will supply are shown in Schedule ‘B’ which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.

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

Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may therefore become due to the contractor under the contract or otherwise from the security deposit. At the time of submission of bills, the contractor shall certify that balance of materials supplied is available at site in original good condition.

The contractor shall submit along with every running bill (on account or interim bill) material wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract and all stores/materials so supplied to the contractor or procured with the assistance of the Government shall remain the absolute property of Government and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall

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<th>and up to ₹ 2.5 Crore</th>
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<td>(iii) If the Tendered value of work exceeds ₹ 2.5 Crore</td>
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In case of delay in payment no interest shall be paid to the contractor.
be at all times open to inspection by the Engineer-in-Charge or his authorized agent. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require, but in case it is decided not to take back the stores/materials the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials.

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

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

### CLAUSE 10A

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

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

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

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

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at
least with the testing equipment as specified in schedule F.

**CLAUSE 10B**

(i) The contractor, on signing an indenture in the form in Annexure XVIII by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

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

(ii) **Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work.** Such advance shall be in two or more instalments to be determined by the Engineer-in-Charge at his sole discretion. The first instalment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent instalments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier instalment to the entire satisfaction of the Engineer-in-Charge.

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

**Provided always that provision of Clause 10 B (ii) shall be applicable only when so provided in ‘Schedule F’**.

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

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

CLAUSE 10CC

If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost). No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:

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

(ii) The cost of work on which escalation will be payable shall be reckoned as below:

(a) Gross value of work done up to this quarter: (A)
(b) Gross value of work done up to the last quarter : (B)
(c) Gross value of work done since previous quarter(A-B): (C)
(d) Full assessed value of Secured Advance fresh paid in this quarter: (D)
(e) Full assessed value of Secured Advance recovered in this quarter: (E)
(f) Full assessed value of Secured Advance for which escalation Payable in this quarter (D-E): (F)
(g) Advance payment made during this quarter: \( G \)

(h) Advance payment recovered during this quarter: \( H \)

(i) Advance payment for which escalation is payable in this Quarter \( (G-H) \):

(j) Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during this quarter:

Then, \( M = C+F+I-J \)

\[ N = 0.85 \times M \]

(k) Less cost of material supplied by the department as per Clause 10 and recovered during the quarter \( K \)

(l) Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter \( L \)

**Cost of work for which escalation is applicable:** \( W = N - (K + L) \)

(iii) Components for materials labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule ‘F’. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.

(iv) The compensation for escalation for other materials shall be worked as per the formula given below:-

Adjustment for civil component / electrical component of construction ‘Materials’

\[ V_m = W \times \frac{X_m}{100} \times \frac{M_I-M_{10}}{M_{10}} \]

\( V_m \) = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

\( W \) = Cost of Work done worked out as indicated in sub-para (ii) of Clause 10CC.

\( X_m \) = Component of ‘materials’ expressed ad percent of the total value of work.

\( M_I \) = All India Wholesale Price Index for civil component/electrical component of construction material as worked out on the basis of All India Wholesale. Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items.

(In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on
prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered.)

$M_{10} = \text{All India Wholesale Price Index for civil component/electrical component of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group items.}$

*Note: relevant component only will be applicable.

(v) The following principles shall be followed while working out the indices mentioned in para (iv) above.

(a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the Measurement Book by the Assistant Engineer/ date of submission of bill finally by the contractor to the department in case of computerised measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

(b) The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such instalment of payment, is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period.

(vi) The compensation for escalation for labour shall be worked out as per the formula given below:-

$VL = W \times \frac{Y}{100} \times \frac{LI - LI_0}{LI_0}$

$VL :$ Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.

$W :$ Value of work done, worked out as indicated in sub-para (ii) above.

$Y :$ Component of labour expressed as a percentage of the total value of the work.

$LI :$ Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on
the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of Completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered.)

Llo : Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

(vii) The following principles will be followed while working out the compensation as per sub-para (vi) above.

(a) The minimum wage of an unskilled male mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.

(b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;

(c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

(viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:

(a) no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule ‘F’.

(b) the Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge on his behalf shall be final and binding on the contractor.
Note: Updated stipulated date of completion (period of completion plus extra time for extra work for compensation under clause 10CC,

The factor of 1.25 taken into account for calculating the extra time under clause 12.1 for extra time shall not be considered while calculating the updated stipulated date of completion for this purpose in clause 10CC.

CLAUSE 10D

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

CLAUSE 11

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

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

CLAUSE 12:

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in
writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/alteration shall not exceed 1.25 times of Tendered amount. Any further deviation beyond this limit shall be approved by the appropriate authority as per DFPRT with recorded reason and take suitable corrective action.

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:

(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus

(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

12.2 A. For Project and original works:

In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, which shall include invoices, vouchers etc. and Manufacturer’s specification for the work failing which the rate approved later by the Engineer-in-charge shall be binding and the Engineer-in-charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined, failing which it will be deemed to have been approved.

B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/alteration:

In the case of Extra Item(s) being the schedule items (Tripura Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/below quoted contract amount.

Payment of Extra items in case of non-schedule items (Non-SoR, Tripura items) shall be made as per the prevailing market rate.
A. For Project and original works:

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

(a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

(b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/alteration:

In the case of Substitute Item(s) being the schedule items (Tripura Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/below quoted contract amount. Payment of Substitute in case of non-schedule items (Non-SoR, Tripura items) shall be made as per the prevailing market rate.

A. For Project and original works:

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/alteration:

In the case of contract items, which exceed the limits laid down in schedule F, the contractor shall be paid rates specified in the schedule of quantities.

The prescribed time limits for finalising rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is
within 30 days after submission of proposal by the contractor without observation of the Engineer-in-Charge.

12.3 A. For Project and original works:

The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/alteration:

In case of decrease in the rates prevailing in the market of items for the work in excess of the limits laid down in Schedule F, the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

12.4 The contractor shall send to the Engineer-in-Charge once every three months, an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer may authorise consideration of such claims on merits.

12.5 For the purpose of operation of Schedule “F”, the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:

(i) For Buildings:

All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.

(ii) For abutments, piers and well staining:

All works up to 1.2 m above the bed level.

(iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs / tanks and other elevated structures:

All works up to 1.2 metres above the ground level.

(iv) For reservoirs/tanks (other than overhead

All works up to 1.2 metres above the ground level
reservoirs/tanks):

(v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.

(vi) For Roads, all items of excavation and filling including treatment of sub base.

12.6 Any operation incidental to or necessarily has to be in contemplation of tenderer while filing, tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

**Foreclosure of contract due to Abandonment or Reduction in Scope of Work**

**CLAUSE 13**

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

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

(i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.

(ii) Government shall have the option to take over contractor’s materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
(iii) If any materials supplied by Government are rendered surplus, the same except normal wastage shall be returned by the contractor to Government at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Government stores, if so required by Government, shall be paid.

(iv) Reasonable compensation for transfer of T & P from site to contractor’s permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

(v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

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

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

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

**Carrying out part work at risk & cost of contractor**

**CLAUSE 14**

If contractor:

(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or

(ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it
within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer-in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

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

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor’s materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

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

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors’ unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it
shall be recovered in accordance with the provisions of the contract.
In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

**Suspension of Work**

**CLAUSE 15**

(i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

(a) on account of any default on the part of the contractor or;
(b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
(c) for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

(a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

(b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

(iii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge
requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

**Compensation in case of Delay of Supply of Material by Govt.**

**CLAUSE 15 A**

The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials in schedule ‘B’ where such delay is covered by the difficulties relating to the supply of wagons, force majeure or any reasonable cause beyond the control of the Government.

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

**Action in case work not done as per Specifications**

**CLAUSE 16**

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner’s Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor’s agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorized subordinates in-charge of the work or to the Chief Engineer in charge of Quality
Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing ₹10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

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

### CLAUSE 17

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within 12(twelve) months [6(six) months in the case of work costing ₹10.00 lakh (Rupees Ten lakh) and below except road work] after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a
The security deposit of the contractor shall not be refunded before the expiry of 12 (twelve) months [6(six) months in the case of work costing ₹10.00 lac (Rupees Ten lacs) and below except road work] after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

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

For new Road work, the Defect Liability Period will be 12 (twelve) months after completion certificate given by the Engineer-in-charge and 36 (thirty-six) months as maintenance period.

Contractor to Supply Tools & Plants etc.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge’s stores), machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.
CLAUSE 18 A

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

CLAUSE 18 B

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

CLAUSE 19

The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.
The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

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

Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19A

No labour below the age of fourteen years shall be employed on the work.

CLAUSE 19 B

Payment of wages:

(i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C. P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, or Tripura State Contractor's Labour Regulations, wherever applicable.

(ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

(iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central/State Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the 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-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are
not justified by their terms of the contract or non-observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.


(vi) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

(vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

**CLAUSE 19C**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per *C.P.W.D. Safety Code* framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as
aforesaid, he shall be liable to pay a penalty of ₹200/- for each default and in addition, the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19 D

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

1. the number of labourers employed by him on the work,
2. their working yours,
3. the wages paid to them,
4. the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
5. the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Government, a sum not exceeding ₹200/- for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

CLAUSE 19 E

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

CLAUSE 19 F

Leave and pay during leave shall be regulated as follows:-

1. Leave:
   (i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
   (ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage.

2. Pay:
   (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at
the rate of Rupee one only a day whichever is greater.

(ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.

CLAUSE 19 G

In the event of the contractor(s) committing a default or breach of any of the provisions of the Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum not exceeding `200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to `200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor’s Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as “the said Rules”) the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or
constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

**CLAUSE 19 H**

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

(i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sqm (30 sqft) for each member of the worker’s family staying with the labourer.

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6’x5’) adjacent to the hut for each family.

(c) The contractor(s) shall 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.

(ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6”) above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.

(b) The contractor(s) shall provide each hut with proper ventilation.

(c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

(d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the
Engineer-in-Charge. Back to back construction will be allowed.

(iii) **Water Supply** - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.

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

(v) **Disposal of Excreta** - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

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

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

(viii) **Sanitation** - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

**CLAUSE 19 I**

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.
CLAUSE 19J
It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the Superintending Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Superintending Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 19K
The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD/PWD Training Institute /Industrial Training Institute /National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC/RPL or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, it’s scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of ₹ 100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than ₹25 crores.

CLAUSE 19L
The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not
later than 30 days of submission of documentary proof of payment provided same are in order.

CLAUSE 20

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

CLAUSE 21

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Governor of Tripura shall have power to adopt the course specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 22

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

CLAUSE 23

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.
CLAUSE 24

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 25

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or 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, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

(i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for a written response, and, give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule ‘F’. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc.

If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Chief Engineer, PWD, in charge of the work for appointment of arbitrator on prescribed proforma as per Appendix XV under intimation to the other party.
It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

The CE shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to CE for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. In the event of

a. A party fails to appoint the second Arbitrator, or

b. The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then
The CE, PWD shall appoint the second or Presiding Arbitrator as the case may be.

(ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where Tendered amount is ₹100 Crore or less. Where Tendered Value is more than ₹100 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the DRC.

It is also a term of this contract that any member of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts at a level not lower than Chief Engineer. This shall be treated as a mandatory qualification to be appointed as arbitrator.

Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority, the arbitrator shall adjudicate on only such disputes as are referred
to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds ₹1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid as per the Act.

The place of arbitration shall be as mentioned in Schedule F. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration.

The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

CLAUSE 26

The contractor shall fully indemnify and keep indemnified the Governor of Tripura against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Government in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Governor of Tripura if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

CLAUSE 28

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no
such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers’ specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

**CLAUSE 29**

(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge of the Government or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

(ii) Government shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it
shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor, without any interest thereon whatsoever.

Provided that the Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

CLAUSE 29A

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Government or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the Government or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 30

DELETED

CLAUSE 31

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

(i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.

(ii) The Engineer-in-Charge shall make alternative arrangements for
supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

**CLAUSE 31 A**

Water if available may be supplied to the contractor by the department subject to the following conditions:-

(i) The water charges @ 1% shall be recovered on gross amount of the work done.

(ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.

(iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the Government water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

**CLAUSE 32**

(i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Government, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.

(ii) The contractor shall be allowed to construct temporary wells in Government land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.
CLAUSE 33

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or purchase made under orders or permits or licences issued by Government, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Government and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the licence or permit and/or for criminal breach of trust, be liable to Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 34

(i) The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work except for the Plant & Machinery listed in Schedule ‘C’ and stipulated for issue to the contractor. If the contractor requires any item of T&P on hire from the T&P available with the Government over and above the T&P stipulated for issue, the Government will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case, all the conditions hereunder for issue of T&P shall also be applicable to such T&P as is agreed to be issued.

(ii) Plant and Machinery when supplied on hire charges shown in Schedule ‘C’ shall be made over and taken back at the departmental equipment yard/shed shown in Schedule ‘C’ and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
(iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Department.

(iv) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over upto and inclusive of the date of the return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer-in-Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer-in-Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown before lunch period or major breakdown will be computed considering half a day’s breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause, the decision of the Superintending Engineer shall be final and binding on the contractor.

(v) The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof.

(vi) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the Department against any loss or damage caused to the plant and machinery either during transit or at site of work.

(vii) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer-in-Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case, the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charges (1/8th of the daily charges) subject to a minimum of half day’s normal charges on any particular day. For working out hire charges for over time, a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.
(viii) The contractor shall release the plant and machinery every seventh day for periodical servicing and/or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing/wash out irrespective of the period employed in servicing.

(ix) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer-in-Charge, the work or a portion of work for which the same was issued is completed.

(x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Department and will be countersigned by the contractor or his authorized agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the Log Book, the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).

(xi) In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.

(xii) In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of departmental rollers, maximum quantity of any items to be consolidated for each roller-day shall also be same as in Annexure to Clause 34(x). For less use of rollers, recovery for the less roller days shall be made at the stipulated issue rate.

(xiii) The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

(xiv) The contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the Engineer-in-Charge to suspend execution of the work, provided Government plant and
machinery in question have, in fact, remained idle with the contractor because of the suspension.

(xv) In the event of the contractor not requiring any item of plant and machinery issued by Government though not stipulated for issue in Schedule ‘C’ any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the Engineer-in-Charge to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

**CLAUSE 35**

(i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.

(ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the contractors. Although the materials are hypothecated to Government, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.

(iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

**CLAUSE 36**

Contractors Superintendence, Supervision, Technical Staff & Employees

(i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications
and experience shall not be lower than specified in Schedule ‘F’. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor.

The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/her signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule ‘F’ and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held
responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

(ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer- in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

**CLAUSE 37**

(i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under Clause 38.

(ii) The contractor shall deposit royalty and obtain necessary permit for supply of the sand, stone, red bajri, kankar, etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

**CLAUSE 38**

(i) All tendered rates shall be inclusive any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.
However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.

(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.

(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

**CLAUSE 39**

**Termination of Contract of death of contractor**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Divisional Officer on behalf of the President of India shall have the option of terminating the contract without compensation to the contractor.

**CLAUSE 40**

The contractor shall not be permitted to tender for works in the Tripura PWD circle responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the Tripura. P.W.D. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is
registered in any other department, he shall be debarred from tendering in Tripura PWD for any breach of this condition.

NOTE: By the term “near relatives” is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

**CLAUSE 41**

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 work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of Tripura in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of Tripura as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

**CLAUSE 42**

(i) After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials issued, consumed and in balance - (see Clause 10), theoretical quantity of materials issued by the Government for use in the work shall be calculated on the basis and method given here under:-

(a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.

(b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 2% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.

(c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise separately.

(d) For any other material as per actual requirements.

(ii) Over the theoretical quantities of materials so computed a variation
shall be allowed as specified in Schedule ‘F’. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-charge to this effect shall be recovered at the rates specified in Schedule ‘F’, without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule ‘F’, shall be final & binding on the contractor.

For non-scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

(iii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 43

Compensation during warlike situations

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer up to ₹5,000/- and by the Superintending Engineer concerned for a higher amount. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.
Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.

CLAUSE 44

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE 45

Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.
INTEGRITY PACT

To,
………………………..,
………………………..,
………………………..

Sub: NIT No. ........................ for the work .................................

Dear Sir,

It is here by declared that Tripura PWD is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Tripura PWD.

Yours faithfully

Executive Engineer
INTEGRITY PACT

To,

Executive Engineer,

................................

................................

................................

Sub: Submission of Tender for the work of ..................................................

Dear Sir,

I/We acknowledge that Tripura PWD is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Tripura PWD. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Tripura PWD shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)
TO BE SIGNED BY THE BIDDER AND SAME SIGNATORY COMPETENT / AUTHORIZED TO SIGN THE RELEVANT CONTRACT ON BEHALF OF TRIPURA PWD.

INTEGRITY AGREEMENT

This Integrity Agreement is made at ............... on this ............ day of ............ 20......

BETWEEN

Governor of Tripura represented through Executive Engineer,

..............................,

(Name of Division)

Tripura PWD, .................................................................,

(Hereinafter referred as the ‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

............................................................................................................................... ......................

(Name and Address of the Individual/firm/Company)

through .................................................................

(Hereinafter referred to as the “Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. .........................) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for

............................................................................................................................... ......................

(Name of work)

hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).
AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal/Owner**

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

   (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

   (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)/Contractor(s)**

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

   (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner’s employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

(5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner’s absolute right:
(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

**Article 4: Previous Transgression**

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

(3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

**Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

(2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
(3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

**Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, Tripura PWD.

**Article 7- Other Provisions**

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

(5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

...............................................................

(For and on behalf of Principal/Owner)
(For and on behalf of Bidder/Contractor)

WITNESSES:

1. ..............................................
   (signature, name and address)

2. ..............................................
   (signature, name and address)

Place:
Dated:
C. P.W.D. SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1($\frac{1}{4}$ horizontal and 1 vertical.)

2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.

4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)

5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$" for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or
securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

(b) Safety Measures for digging bore holes:

(i). If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;

(ii). During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;

(iii). Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;

(iv). After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;

(v). After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;

(vi). After the borewell is drilled the entire site should be brought to the ground level.

7. Demolition - Before any demolition work is commenced and also during the progress of the work,

(i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

(ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

(iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.

(i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
(ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.

(iii) Those engaged in welding works shall be provided with welder's protective eyeshields.

(iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

(v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-

(a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.

(b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.

(c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

(d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.

(e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

(f) The area should be barricaded or cordoned of by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

(g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.

(h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

(i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
(j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

(k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

(l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.

(m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary).

They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

(n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

(o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

(p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

(vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:

(a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.

(b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.

(c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

9. An additional clause (viii)(i) of Tripura Public Works Department Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
(i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.

(ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.

(iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

(iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

(v) Overall shall be worn by working painters during the whole of working period.

(vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

(vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of P.W.D.

(viii) P.W.D. may require, when necessary medical examination of workers.

(ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

10. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-

(i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

   (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

(ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

(iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each
safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

(iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor’s machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.

16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.
Model Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by P.W.D. or its Contractors

1. APPLICATION

These rules shall apply to all buildings and construction works in charge of Public Works Department in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

(i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

(ii) The first-aid box shall be distinctly marked with a red cross on white background and shall contain the following equipment:

(a) For work places in which the number of contract labour employed does not exceed 50-

Each first-aid box shall contain the following equipment:

1. 6 small sterilised dressings.
2. 3 medium size sterilised dressings.
3. 3 large size sterilised dressings.
4. 3 large sterilised burn dressings.
5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30 gms.) bottle of potassium permanganate crystals.
9. 1 pair scissors.
10. 1 copy of the first-aid leaflet issued by the Director of Labour Department, Government of Tripura.
11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
12. Ointment for burns.

(b) For work places in which the number of contract labour exceed 50.

Each first-aid box shall contain the following equipment.

1. 12 small sterilised dressings.
2. 6 medium size sterilised dressings.
3. 6 large size sterilised dressings.
4. 6 large size sterilised burn dressings.
5. 6 (15 gms.) packets sterilised cotton wool.
6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
8. 1 roll of adhesive plaster.
9. 1 snake bite lancet.
10. 1 (30 gms.) bottle of potassium permanganate crystals.
11. 1 pair scissors.
12. 1 copy of the first-aid leaflet issued by the Director of Labour Department, Government of Tripura.
13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
15. A bottle of suitable surgical antiseptic solution.

(iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

(iv) Nothing except the prescribed contents shall be kept in the First-aid box.

(v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

(vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.

(vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
(viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

(i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

(ii) Where drinking water is obtained from an Intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

(iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.

(iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

(i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.

(ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

(iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

(i) Latrines shall be provided in every work place on the following scale namely:-

   (a) Where female are employed, there shall be at least one latrine for every 25 females.

   (b) Where males are employed, there shall be at least one latrine for every 25 males.

   Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.

(ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.

(iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting non-absorbent materials and shall be cement
washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.

(iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers “For Men only” or “For Women Only” as the case may be.

(b) The notice shall also bear the figure of a man or of a woman, as the case may be.

(v) There shall be at least one urinal for male workers upto 50 and one for female workers up to fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereafter.

(vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

(vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

(viii) Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).

(ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sft) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.
8. CRECHES

(i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a,b & c.

(ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

(iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.

(iv) The contractor shall provide one ayaa to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.

(v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

(i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.

(ii) The canteen shall be maintained by the contractor in an efficient manner.

(iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.

(iv) The canteen shall be sufficiently lighted at all times when any person has access to it.

(v) The floor shall be made of smooth and impervious materials and inside walls shall be limewashed or colour washed at least once in each year.

Provided that the inside walls of the kitchen shall be lime-washed every four months.

(vi) The premises of the canteen shall be maintained in a clean and sanitary condition.

(vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

(viii) Suitable arrangements shall be made for the collection and disposal of garbage.

(ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
(x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.

(xi) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.

(b) Washing places for women shall be separate and screened to secure privacy.

(xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.

(xiii) (a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for the efficient running of the canteen.

2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

(b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

2. A service counter, if provided, shall have top of smooth and impervious material.

3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.

(xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.

(xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on ‘No profit, No loss’ and shall be conspicuously displayed in the canteen.

(xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-

(a) The rent of land and building.

(b) The depreciation and maintenance charges for the building and equipment provided for the canteen.

(c) The cost of purchase, repairs and replacement of equipment including furniture, crockery, cutlery and utensils.

(d) The water charges and other charges incurred for lighting and ventilation.

(e) The interest and amounts spent on the provision and maintenance of equipment provided for the canteen.
(xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

12. AMENDMENTS

Government may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.
C.P.W.D. Contractor's Labour Regulations

1. SHORT TITLE

These regulations may be called the C.P.W.D. Contractors Labour Regulations and the same will be applicable for Tripura P.W.D.

2. DEFINITIONS

i) Workman means any person employed by P.W.D. or its contractor directly or indirectly through a subcontractor with or without the knowledge of the Public Works Department to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person:-

   a) Who is employed mainly in a managerial or administrative capacity: or
   
   b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or
   
   c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

   No person below the age of 14 years shall be employed to act as a workman.

ii) Fair Wages means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act Government of Tripura from time to time.

iii) Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.

iv) Wages shall have the same meaning as defined in the Payment of Wages Act, Government of Tripura.

3. i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.

iii) a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules
1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.

b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix ‘III’.

5. PAYMENT OF WAGES

i) The contractor shall fix wage periods in respect of which wages shall be payable.

ii) No wage period shall exceed one month.

iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

vi) Wages due to every worker shall be paid to him direct or to other person authorised by him in this behalf.

vii) All wages shall be paid in current coin or currency or in both.
viii) Wages shall be paid without any deductions of any kind except those specified by the State Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.

ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.

x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Junior Engineer or any other authorised representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.

xi) The contractor shall obtain from the Junior Engineer or any other authorised representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the “Register of Wages” or the “Wage-cum-Muster Roll” as the case may be in the following form:

“I certify that the amount shown in column No. ........................................... has been paid to the workman concerned in my presence on ........................................... at ...........................................“

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

(i) The wages of a worker shall be paid to him without any deduction of any kind except the following:-

(a) Fines

(b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

(c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.

(d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.

(e) Any other deduction which the State Government may from time to time allow.

(ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.

Note: - An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X

(iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
(iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.

(v) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.

(vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS

(i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV)

(ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).

(iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).

(iv) Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

   a) Full particulars of the labourers who met with accident.
   b) Rate of Wages.
   c) Sex
   d) Age
   e) Nature of accident and cause of accident.
   f) Time and date of accident.
   g) Date and time when admitted in Hospital,
   h) Date of discharge from the Hospital.
   i) Period of treatment and result of treatment.
   j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
   k) Claim required to be paid under Workmen’s Compensation Act.
   l) Date of payment of compensation.
   m) Amount paid with details of the person to whom the same was paid.
   n) Authority by whom the compensation was assessed.
   o) Remarks
v) The contractor shall maintain a **Register of Fines** in the Form XII of the CL (R&A) Rules 1971 (Appendix-XI)

The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X)

vi) The contractor shall maintain a **Register of deductions for damage or loss** in Form XX of the CL (R&A) Rules 1971 (Appendix-XII)

vii) The contractor shall maintain a **Register of Advances** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)

viii) The contractor shall maintain a **Register of Overtime** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)

8. **ATTENDANCE CARD-CUM-WAGE SLIP**

i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen form at (Appendix-VII)

ii) The card shall be valid for each wage period.

iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.

iv) The card shall remain in possession of the worker during the wage period under reference.

v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9. **EMPLOYMENT CARD**

The contractor shall issue an **Employment Card** in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-VIII).

10. **SERVICE CERTIFICATE**

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL (R&A) Central Rules 1971 (Appendix-IX)

11. **PRESERVATION OF LABOUR RECORDS**

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the
Engineer-in-Charge or Labour Officer or any other officers authorised by the Ministry of labour Development in this behalf.

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any person authorised by State Government on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

13. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Executive Engineer after the Superintending Engineer has given his decision on such appeal.

i) The Executive Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report form the Labour Officer or the Superintending Engineer as the case may be.

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorised may appeal against such decision to the Superintending Engineer concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:-

a) An officer of a registered trade union of which he is a member.

b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.

c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.

ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :-
a) An officer of an association of employers of which he is a member.

b) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.

c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.

(iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

16. INSPECTION OF BOOKS AND SLIPS

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorised by the State Government on his behalf.

17. SUBMISSIONS OF RETURNS

The contractor shall submit periodical returns as may be specified from time to time.

18. AMENDMENTS

The State Government may from time to time add to or amend the regulations and on any question as to the application/Interpretation or effect of those regulations the decision of the Superintending Engineer concerned shall be final.
**REGISTER OF MATERNITY BENEFITS (Clause 19 F)**

Name and address of the contractor…………………………………………………………………………………

Name and location of the work…………………………………………………………………………………………

<table>
<thead>
<tr>
<th>Name of the Employee</th>
<th>Father's/ husband's name</th>
<th>Nature of employment</th>
<th>Period of actual employment</th>
<th>Date on which notice of confinement given</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
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</tbody>
</table>

**Date on which maternity leave commenced and ended**

<table>
<thead>
<tr>
<th>Date of delivery/miscarriage</th>
<th>In case of delivery</th>
<th>In case of miscarriage</th>
</tr>
</thead>
<tbody>
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<td>Commenced</td>
<td>Ended</td>
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<td>Commenced</td>
<td>Ended</td>
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</tbody>
</table>

**Leave pay paid to the employee**

<table>
<thead>
<tr>
<th>In case of delivery</th>
<th>In case of miscarriage</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate of leave pay</td>
<td>Amount paid</td>
<td>Rate of leave pay</td>
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<tr>
<td>11</td>
<td>12</td>
<td>13</td>
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</tbody>
</table>
Appendix 'II'

SPECIMEN FORM OF THE REGISTER, REGARDING
MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR
IN PUBLIC WORKS DEPARTMENT WORKS.

Name and address of the contractor.................................................................
Name and location of the work...........................................................................

1- Name of the woman and her husband's name.
2- Designation.
3- Date of appointment.
4- Date with months and years in which she is employed.
5- Date of discharge/dismissal, if any.
6- Date of production of certificates in respect of pregnancy.
7- Date on which the woman informs about the expected delivery.
8- Date of delivery/miscarriage/death
9- Date of production of certificate in respect of delivery/miscarriage.
10- Date with the amount of maternity/death benefit paid in advance of expected
delivery.
11- Date with amount of subsequent payment of maternity benefit.
12- Name of the person nominated by the woman to receive the payment of the
maternity benefit after her death.
13- If the woman dies, the date of her death, the name of the person to whom
maternity benefit amount was paid, the month thereof and the date of payment.
14- Signature of the contractor authenticating entries in the register.
15- Remarks column for the use of Inspecting Officer.
### Labour Board

Name of work: ……………………………………………………………

Name of Contractor: ……………………………………………………

Address of Contractor: …………………………………………………..

Name and address of Tripura P.W.D. Division: ……………………..

Name of Labour Enforcement Officer: …………………………………

Address of Labour Enforcement Officer: ………………………………

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Category</th>
<th>Minimum wage fixed</th>
<th>Actual wage paid</th>
<th>Number present</th>
<th>Remarks</th>
</tr>
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<tbody>
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<td>1</td>
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</table>

Weekly holiday: ………………………………………………………

Wage period: ……………………………………………………………

Date of payment of wages: …………………………………………..

Working hours: ………………………………………………………

Rest interval: ………………………………………………………
Form-XIII (See Rule 75)
Register of Workmen Employed by Contractor

Name and address of contractor: .................................

Name and address of establishment under which contract is carried on: ..............................

Nature and location of work: ...........................................

Name and address of Principal Employer: .................................

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name &amp; surname of workman</th>
<th>Age &amp; Sex</th>
<th>Father's / Husband's name</th>
<th>Nature of employment &amp; Designation</th>
<th>Permanent address of the workman</th>
<th>Local Address</th>
<th>Date of commencement of employment</th>
<th>Signature / Thumb impression of workman</th>
<th>Date of termination of employment</th>
<th>Reasons for termination</th>
<th>Remarks</th>
</tr>
</thead>
</table>
Appendix 'V'

Form-XVI (See Rule 78(2)(a))
Muster Roll

Name and address of contractor………………….

Name and address of establishment under which contract is carried on………….

Nature and location of work…………………

Name and address of Principal Employer………… For the Month of Fortnight…………

<table>
<thead>
<tr>
<th>SL No.</th>
<th>Name of workman</th>
<th>Sex</th>
<th>Father’s / Husband’s name</th>
<th>Dates</th>
<th>Remarks</th>
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</thead>
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### Appendix 'VI'

**Form-XVII (See Rule 78(2)(a))**

**Register of wages**

Name and address of contractor…………………..

Name and address of establishment under which contract is carried on…………….

Nature and location of work………………..

Name and address of Principal Employer…………

Wages Period: Monthly/Fortnight……….

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of workman</th>
<th>Sl. No. in the register of workman</th>
<th>Designation/ nature of work done</th>
<th>No. of days worked</th>
<th>Units of work done</th>
<th>Daily rate of wages/piece rate</th>
<th>Amount of wages earned</th>
<th>Deduction if any (indicate nature)</th>
<th>Net amount paid</th>
<th>Signature or thumb impression of the workman</th>
<th>Initial of contractor or his representative</th>
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Wage Card

Wage Card No. .........................
Name and address of contractor ................. Date of issue .........................
Nature and location of work ............... Designation ..............................
Name of workman ...................... Month/Fortnight ..............................
Rate of wages ..............................

|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|   | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10| 11| 12| 13| 14| 15| 16| 17| 18| 19| 20| 21| 22| 23| 24| 25| 26| 27| 28| 29| 30| 31|   |
| Initial | Morning |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |

Received from ................................ the sum of ₹ .................................. on account of my wages.

Signature

The Wage Card is valid for one month from the date of issue.
Form – XIX  
[See rule 78(2)(b)]  
Wages Slip

Name and address of contractor...........................................................................................................

Name and Father's/Husband's name of workman..............................................................................

Nature and location of work................................................................................................................

For the Week/Fortnight/Month ending.................................................................................................

1- No. of days worked............................................................................................................................

2- No. of units worked in case of piece rate workers...........................................................................

3- Rate of daily wages/piece rate ........................................................................................................

4- Amount of overtime wages..............................................................................................................

5- Gross wages payable........................................................................................................................

6- Deduction, if any...............................................................................................................................  

7- Net amount of wages paid.................................................................................................................

Initials of the contractor or his representative

Form – XIV
[See rule 76]
Employment card

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the workman</td>
</tr>
<tr>
<td>2</td>
<td>Sl. No. in the register of workman employed</td>
</tr>
<tr>
<td>3</td>
<td>Nature of employment/designation</td>
</tr>
<tr>
<td>4</td>
<td>Wage rate (with particulars of unit in case of piece work)</td>
</tr>
<tr>
<td>5</td>
<td>Wage period</td>
</tr>
<tr>
<td>6</td>
<td>Tenure of employment</td>
</tr>
<tr>
<td>7</td>
<td>Remarks</td>
</tr>
</tbody>
</table>

Signature of Contractor
Form – XV
[See rule 77]
Service Certificate

Name and address of contractor

Nature and location of work

Name and address of workman

Age or date of birth

Identification marks

Father's/Husband's name

Name and address of establishment in under which contract is carried on

Name and address of Principal Employer

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Total period for which employed</th>
<th>Nature of work done</th>
<th>Rate of wages (with particulars of unit in case of piece work)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>From 2 To 4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature
LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule 7(v) of the Tripura PWD Contractor's Labour Regulations to be displayed prominently at the site of work both in English and local Language.

1. Wilful insubordination or disobedience, whether alone or in combination with other.
2. Theft fraud or dishonesty in connection with the contractors beside a business or property of Tripura PWD.
3. Taking or giving bribes or any illegal gratifications
4. Habitual late attendance.
5. Drunkenness lighting, riotous or disorderly or indifferent behaviour
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the Tripura PWD or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age father's name, etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorised use of employer's property of manufacturing or making of unauthorised particles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorised divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorised by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.
Form – XII
[See rule 78(2)(d)]
Register of Fines

Name and address of contractor

Nature and location of work

Name and address of establishment in under which contract is carried on

Name and address of Principal Employer

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of workman</th>
<th>Father's/Husband's name</th>
<th>Designation/ nature of employment</th>
<th>Act/Omission for which fine imposed</th>
<th>Date of Offence</th>
<th>Whether workman showed cause against fine</th>
<th>Name of person in whose presence employee's explanation was heard</th>
<th>Wages period and wages payable</th>
<th>Amount of fine imposed</th>
<th>Date on which fine realised</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
Form – XX
[See rule 78(2)(d)]
Register of Deduction for Damage or Loss

| Name and address of contractor |
| Nature and location of work |
| Name and address of establishment in under which contract is carried on |
| Name and address of Principal Employer |

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of workman</th>
<th>Father’s/Husband’s name</th>
<th>Designation/ nature of employment</th>
<th>Particulars of damage or loss</th>
<th>Date of damage or loss</th>
<th>Whether workman showed cause against deduction</th>
<th>Name of person in whose presence employee’s explanation was heard</th>
<th>Amount of fine imposed</th>
<th>No. of instalments</th>
<th>Date of recovery</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
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<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
</tr>
</tbody>
</table>
Form – XXII
[See rule 78(2)(d)]
Register of Advances

Name and address of contractor

Nature and location of work

Name and address of establishment in under which contract is carried on

Name and address of Principal Employer

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of workman</th>
<th>Father’s/Husband’s name</th>
<th>Designation/ nature of employment</th>
<th>Wages period and wages payable</th>
<th>Date and amount of advance made</th>
<th>Purpose(s) for which advance made</th>
<th>Number of instalments by which advance to be repaid</th>
<th>Date and amount of each instalment repaid</th>
<th>Date and which last instalment was repaid</th>
<th>Remarks</th>
</tr>
</thead>
</table>
Appendix 'XIV'

Form – XXIII
[See rule 78(2)(e)]

Register of Overtime

Name and address of contractor

Nature and location of work

Name and address of establishment in under which contract is carried on

Name and address of Principal Employer

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of workman</th>
<th>Father’s/Husband’s name</th>
<th>Sex</th>
<th>Designation/nature of employment</th>
<th>Date on which Overtime worked</th>
<th>Total overtime worked or production in case of piece rated</th>
<th>Normal rate of wages</th>
<th>Overtime rate of wages</th>
<th>Overtime earning</th>
<th>Rate on which overtime paid</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
APPENDIX XV

Notice for appointment of Arbitrator
[Refer Clause 25]

To
The Chief Engineer

.............................................

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE’s decision
18. Date of appeal to you
19. Date of receipt of your decision.

Specimen signatures of the applicant

(Only the person/authority who signed the contract should sign)
I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
2.
3.
4.

Yours faithfully,

(Signatures)

Copy in duplicate to:

1. The Executive Engineer,

..............................Division.
Form of Earnest Money Deposit

Bank Guarantee Bond

WHEREAS, contractor................. (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated .......... (date) for the construction of ............................................................... (name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we ......................................... (name of bank) having our registered office at ................................... (hereinafter called "the Bank") are bound unto ................................................... (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of ` ........... .............. (Rs. in words .................................................) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ................. day of ................. 20... .

THE CONDITIONS of this obligation are:

(1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;

(2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:

   (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;

   OR

   (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* ............. after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE ............. SIGNATURE OF THE BANK

WITNESS ............ SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.
Form of Performance Security (Guarantee)

Bank Guarantee Bond

In consideration of the Governor of Tripura (hereinafter called “The Government”) having offered to accept the terms and conditions of the proposed agreement between…………………………….and …………….....................…… (hereinafter called “the said Contractor(s)”) for the work…………………………………………………… (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for ₹ …………….. (Rupees ………………………………… only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, ………………………………. (hereinafter referred to as “the Bank”) hereby undertake to pay to the Government an amount not exceeding ₹ ………………………………… (Rupees………………. Only) on demand by the Government.

2. We, ……………………………….(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ …………………….. (Rupees……………….only)

3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, ……………………………….. (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, ……………………………….. (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of
omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, ................................................. (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to ...........................unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to ₹ .......................... (Rupees ....................) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the .................day of .........................for.......................(indicate the name of the Bank)
PROFORMA OF SCHEDULES

[Operative Schedules /BOQ sheet to be uploaded (macro enabled MS-Excel sheet)]

SCHEDULE ‘A’
Schedule of quantities

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Estimated Rate</th>
<th>Total Amount</th>
<th>Total Amount (in words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SCHEDULE ‘B’
Schedule of materials to be issued to the contractor.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Rates in figures &amp; words at which the material will be charged to the contractor</th>
<th>Place of Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SCHEDULE ‘C’
Tools and plants to be hired to the contractor

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Hire Charge per day</th>
<th>Place of Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SCHEDULE ‘D’
Extra schedule for specific requirements/document for the work, if any.

SCHEDULE ‘E’
Reference to General Conditions of contract. .................................................................

Name of work: .......................................................................................................................

..................................................................................................................................................

Estimated cost of work: ₹ .................................................................

(i) Earnest money: ₹ ...........................................(to be returned after receiving performance guarantee)

(ii) Performance Guarantee: 5% of tendered value.

(iii) Security Deposit: 2.5% of tendered value.
or

2.5% of tendered value plus 50% of PG for contracts involving maintenance of the building and services/ other work after construction of same building and services/ other work.

**SCHEDULE ‘F’**

**GENERAL RULES & DIRECTIONS:**

Officer inviting tender ................................................................

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3.

See below

Definitions:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2(v)</td>
<td>Engineer-in-Charge</td>
</tr>
<tr>
<td>2(vii)</td>
<td>Accepting Authority</td>
</tr>
<tr>
<td>2(ix)</td>
<td>Percentage on cost of materials and labour to cover all overheads and profits.</td>
</tr>
<tr>
<td>2(x)</td>
<td>Standard Schedule of Rates</td>
</tr>
<tr>
<td>2(xi)</td>
<td>Department</td>
</tr>
<tr>
<td>9(ii)</td>
<td>Standard Tripura PWD contract Form GCC 2019, Tripura PWD Form 7/8 as modified &amp; corrected up to</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Clause 1</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance</td>
<td>.... days</td>
</tr>
<tr>
<td>ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above</td>
<td>.... days</td>
</tr>
</tbody>
</table>

| Clause 2 | Authority for fixing compensation under clause 2. |

| Clause 2A | Whether Clause 2A shall be applicable | YES / NO |

| Clause 5 | Number of days from the date of issue of letter of acceptance for reckoning date of start | .... days |
**Milestone(s) as per table given below:**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Milestone (Physical)</th>
<th>Time allowed in days (From date of start)</th>
<th>Amount to be withheld in case of non-achievement of milestone</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Time allowed for execution of work:** …………………………. Days

**Authority to decide:**

i) Extension of time: ………………[Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be]

ii) Rescheduling of milestones: ………………[Superintending Engineer in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be]

iii) Shifting of date of start in case of delay in handing over of site: ………………[Superintending Engineer in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be]

**Clause 6, 6A**

Clause applicable- (6 or 6A) ……………………………

**Clause 7**

Gross work to be done together with net payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment:

₹ ……………………………

**Clause 10A**

List of testing equipment to be provided by the contractor at site lab.

1. ……………… 2. ……………… 3. ………………

4. ……………… 5. ……………… 6. ………………
Clause 10B(ii)

Whether Clause 10 B (ii) shall be applicable  
Yes/No

Clause 10CC

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column  
........... months

Schedule of component of other Materials, Labour etc. for price escalation.

Component of civil /Electrical construction value of work. -

Xm ..................... %

Component of Labour -

expressed as percent of total value of work.  
Y ...................... %

Note : Xm.....% should be equal to (100) - (materials + POL + Component of Labour)

Clause 11

Specifications to be followed for execution of work  
.................................

Clause 12

Type of work ***__________________________________________________________

***To be filled by NIT approving authority either Project and original work or Maintenance works including works of up gradation, aesthetic, special repair, addition/ alteration in buildings. The items related to road work like up gradation/ improvement of footpath & central verge, improvement of carriage way by patch repair or annual/periodical repairs of road surface and A/R & M/O works pertaining to road shall be treated as maintenance work.

New road construction works and the strengthening of road surface shall be considered as original works.

12.2 & 12.3

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work..............................

12.5

(i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead in SoR and related items)..........................

(ii) Deviation Limit for items mentioned in earth work subhead of SoR and related items

.................................
Clause 16

Competent Authority for deciding reduced rates. .................................

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site:

1. ........................ 2. ........................ 3. ........................
4. ........................ 5. ........................ 6. ........................
7. ........................ 8. ........................ 9. ........................

Clause 25

Constitution of Dispute Redressal Committee (DRC)

Chairman - .......................................................
Member - ........................................................
Member - ........................................................

Clause 36 (i)

Requirement of Technical Representative(s) and recovery Rate

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Discipline</th>
<th>Minimum Qualification of Technical representative</th>
<th>Designation</th>
<th>Minimum Experience</th>
<th>Number</th>
<th>Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Figures Words</td>
</tr>
<tr>
<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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<tr>
<td>5.</td>
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</tbody>
</table>

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

Clause 42

(I) (a) Statement for determining theoretical quantity of cement & bitumen on the basis of C.P.W.D. /MoRD/MoRTH specification.
(ii) Variations permissible on theoretical quantities:

(a) Cement
For works with estimated cost put to tender not more than ₹ 5 lakh.: ±3%
For works with estimated cost put to tender more than ₹ 5 lakh.: ±2%

(b) Bitumen All Works: 2.5% plus & only & nil on minus side.

(c) Steel Reinforcement and structural steel sections for each diameter, section and category: ±2%

(d) All other materials. Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Item</th>
<th>Rates in figures and words at which recovery shall be made from the Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Excess beyond permissible variation</td>
</tr>
<tr>
<td>1.</td>
<td>Cement</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Steel reinforcement</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Structural Sections</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Bitumen issued free</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Bitumen issued at stipulated fixed price</td>
<td></td>
</tr>
</tbody>
</table>