Sealed tenders are hereby invited in PWD Form 7(Seven) (Modified) by the Executive Engineer, Engineering Cell, TIDC Ltd., Bodhjungnagar on behalf of the Managing Director, Tripura Industrial Development Corporation Ltd. (TIDCL) from enlisted resourceful contractors / Agencies / Vehicle owners / Firms registered with Tripura PWD, TTADC, CPWD, MES, Railways and adjoining State PWD, in the appropriate class for the work.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of work</th>
<th>Estimated Cost</th>
<th>Earnest Money</th>
<th>Cost of Tender Form</th>
<th>Time for Completion</th>
<th>Last date and time for downloading and depositing document</th>
<th>Time and Date of opening of Tender</th>
<th>Place of Tender Form</th>
<th>Class of Tender</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Hiring of Vehicle Ecco (Maruti) for monitoring / supervision of various project works and office within Tripura under Engineering Cell, TIDC Ltd., Khejurbagan (preferable white or silver white in colour) for Executive Engineer.</td>
<td>Rs.49,474.00</td>
<td>Rs.5,000.00</td>
<td>Rs.500.00</td>
<td>21/01/2020 at 3:00 PM</td>
<td>24/01/2020 at 3:30 PM</td>
<td>O.O The Managing Director, TIDC Ltd. Shilpa Nigam Bhawan, Khejurbagan, Agartala, West Tripura.</td>
<td>Appropriate Class</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Hiring of Vehicle Ecco (Maruti) for monitoring / supervision of various project works and office within Tripura under Engineering Cell, TIDC Ltd., Khejurbagan (preferable white or silver white in colour) for Assistant Engineer – I.</td>
<td>Rs.49,474.00</td>
<td>Rs.5,000.00</td>
<td>Rs.500.00</td>
<td>21/01/2020 at 3:00 PM</td>
<td>24/01/2020 at 3:30 PM</td>
<td>O.O The Managing Director, TIDC Ltd. Shilpa Nigam Bhawan, Khejurbagan, Agartala, West Tripura.</td>
<td>Appropriate Class</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Development of Infrastructure for Negicharra Industrial Area near by pass, under mouza Anandanagar, Tripura (West), during the year 2019 – 2020 / S.H. – Construction of Road (L – 1.15 KM)</td>
<td>Rs.49,474.00</td>
<td>Rs.10,000.00</td>
<td>1 (One) Month</td>
<td>24/01/2020 at 3:30 PM</td>
<td>24/01/2020 at 3:30 PM</td>
<td>O.O The Managing Director, TIDC Ltd. Shilpa Nigam Bhawan, Khejurbagan, Agartala, West Tripura.</td>
<td>Appropriate Class</td>
<td></td>
</tr>
</tbody>
</table>
4. **Construction of Temporary Stall and other allied works in connection with 30th Tripura Industry & Commerce Fair, 2020 in the International Fair Ground at Hapnia during the year 2019 – 2020.**

(Group – I)

**Draft NIT No.:** TIDC/EE/DNIT/ 2019-20/14

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rs.23,447,644.00</td>
<td>Rs.23,448.00</td>
<td>Rs.10,000.00</td>
<td>15 (Fifteen) days</td>
</tr>
<tr>
<td>10/01/2020 at 3:00 PM</td>
<td>13/01/2020 at 3:00 PM</td>
<td>14/01/2020 at 3:30 PM</td>
<td></td>
</tr>
</tbody>
</table>

All other details and tender form obtained from the Website: [www.tidc.tripura.gov.in](http://www.tidc.tripura.gov.in)

Executive Engineer
TIDC Ltd.
Copy to:-

1. The Hon’ble Chairman, TIDC Ltd. for kind information please.
2. The Director, Deptt. of I & C., Govt. of Tripura for kind information please.
3. The Managing Director, TIDC Ltd. for kind information please.
4. The D.D.O, TIDC Ltd. for information please.
5. Sri S. Das, Manager, TIDC Ltd. He is requested to insert the tender document in the web site: - www.tidc.tripura.gov.in
6. The Accountant, TIDC Ltd. for information.
7. The Officer-in-charge, New Capital Complex Police Station, Tripura for information and necessary action please.
8. The Editor, Syandan Patrika / Dainik Sambad with a request to publish the notice in his daily newspaper on 01-01-2020 positively. Necessary bills may kindly be sent to the under signed for making payment.
9. The Secretary, All Tripura Contractor Association, Aitorma Sentrum, 4th Floor, Sankutala Road, Agartala, West Tripura.
10. Notice Board of TIDC Ltd. at Khejuribagan.

Executive Engineer
TIDC Ltd.
TRIPURA INDUSTRIAL DEVELOPMENT CORPORATION LTD
(A Government of Tripura Undertaking)

NOTICE INVITING TENDER

1. Separate sealed tenders are invited from the enlisted Contractors / Firms / Agencies of Tripura PWD in appropriate class and from the contractors registered in the appropriate class of MES, Railways CPWD and other State PWD in Form 7 (Seven) for the work:-

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Work</th>
<th>Estimated Cost</th>
<th>Earnest Money</th>
<th>Time for Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Development of Infrastructure for Negicharra Industrial Area near bye pass, under mouza Anandanagar, Tripura (West), during the year 2019 – 2020 / S.H. – Construction of Road (L – 1.15 KM) Draft NIT No.: - TIDC/EE/DNIT/ 2019–20/15.</td>
<td>Rs.49,47,742.00</td>
<td>Rs.49,477.00</td>
<td>1 (One) months</td>
</tr>
</tbody>
</table>

2. For cases where tender document will be sold, the tender documents consisting of detailed plans, complete specifications, schedule of quantities of the various classes of work to be done and the set of conditions of contract (s) to be complied with, can be obtained on or after - 01/01/2020 from the Executive Engineer, TIDC Ltd., Khejurbagan, Agartala, Tripura (West) on any working day during office hours up to 3.00 P.M, on 21/01/2020.

3. Tenders which shall always be placed in sealed covers with name of work written on the envelop will be dropped in the Tender Box, Shilpa Nigam Bhawan, Khejurbagan, Agartala, West Tripura up to 3.00 P.M, on 24/01/2020 and will be opened only by the Executive Engineer, TIDC Ltd. on 27/01/2020 at 3.30 P.M, if possible. If the Office happens to be closed on the date of receipt / Opening of the tender as specified, the tenders will be received / opened on the next working day if possible at the same time and venue. The tenders may be submitted by the tenderers either by Post or in person. No late receipt of sealed tenders after the stipulated time & date will be entertained. Any tender received after the closing time for submission of tender shall be returned un-opened.

4. Tender form can be downloaded from the Website : www.tidc.tripura.gov.in and obtained from the Executive Engineer, TIDC Ltd., Khejurbagan, Agartala, Tripura (West) on payment of a sum of Rs.10,000.00 (Rupees ten thousand) (Non – Refundable) in DD/Banker Cheque (each) in any working day during the office hour up to 3.00 P.M on 21/01/2020.

5. The contractor shall not be permitted for works in the TIDC Ltd. (responsible for award and execution of contract) in which near relative is posted as Corporation Accountant / as an Officer in any capacity between the grades of Executive Engineer, Assistant Engineer & Manager under TIDC Ltd. He shall also intimate the name of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives of any Gazetted and non Gazetted Officer in the TIDC Ltd., any breach of this condition by the contractor would render him liable for removal from the approved list of contractors of Public Works Department / TIDC Ltd.

6. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the TIDC Ltd. shall be allowed to work as contractor for a period of two years of his retirement from Government service without the prior permission of the TIDC Ltd. The contract is liable to be cancelled if either the contractor

Contractor                                                        Executive Engineer
TIDC Ltd.
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 on
engagement in the contractors’ services, as the case may be.

7. Tender forms will be sold on submission of documentary proof of tenderer’s Nationality
PTCC/STCC and valid license regarding engagement of workers in the contract works from
Labour Department, Government of Tripura. Tenders, which are not in prescribed printed form
and are not purchased from the Executive Engineer, Engineering Cell, TIDC Ltd.,
Bodhjungnagar shall be rejected at the time of opening of tenders, in case of firms and
companies tendering for the work, those firms and companies shall be registered in India. The
conditions regarding / PTCC / STCC etc. enumerated above will equally apply in case of firms
and companies.

8. a) The contractor shall quote the rates and amounts tendered by them both in figures as well as
in words. The amount for each item shall be worked out and requisite totals shall be given.
When a contractor signs a tender in Indian language the rate and amount of tender shall also be
written in that language. In such cases, the rates and amount tendered shall be attested by a
witness.
b) Special care shall be taken so that the rates and amounts are always written both in figures
and words in such a way that interpolation is not possible. In case of figure, the words Rs.
should be written before the figure and paise at the end (Viz Rs.250.50 p). In case of rate or
amount in words, the words Rupees should precede and the word only shall be written at the
end (Viz Rupees two hundred fifty and paise fifty only).
c) Item(s) for which no rate or price has been entered by the contractor / Agency shall not be
paid for and shall be deemed covered by the other rates / prices in the contract.
d) When there is a difference between the rates in figures and in words, the rates, which
correspond to the amounts worked out by the contractor, shall be taken as correct.
e) When the amount of an item is not worked out by the contractor or it does not correspond
with the rates written either in figures or in words, then the rate quoted by the contractor in
words shall be taken as correct.
f) When the rate quoted by the contractor in figures and words tallies but the amount is not
worked out correctly, the rate quoted by the contractor shall be taken as correct and not the
amount.
g) All corrections to rates and amounts in the tender shall be initialed by the contractor. Every
pages including the blank pages of Tender document shall be signed by the contractor.

9. a) Earnest money @ 1 % of the estimated cost put to tender subject to a maximum of
Rs. shall be deposited in the State Bank of India or any scheduled Bank of India
guaranteed by the RBI in the shape of DD / Banker Cheque only in favour of the Managing
Director, TIDC Ltd., Khejurbagan, Agartala, West Tripura. The DD/Banker Cheque must
be submitted along with the tender. Earnest money in any other form will not be accepted.
Tender without earnest money, unless exempted, shall be summarily rejected.
b) Diploma & Degree Engineers enlisted in Class – V will be exempted from depositing earnest
money along with tender on works costing up to Rs.1.00 lac & 2.50 lacs respectively.
c) Contractor / Agencies exempted from depositing earnest money in individual cases, shall
attach with the tender an attested copy of the letter exempting the contractor, from depositing
earnest money.
d) The Contractor / Agencies exempted from depositing earnest money along with submission
of tender by any order of Government of Tripura, will have to deposit 2 ½% of the estimated
cost in the shape of DD / Banker Cheque as stated in Clause : 9 above in favour of the
Managing Director, TIDC, before issuance of work order.

10. The security deposit will be 10% of contract value without any ceiling limit. The earnest money
of the successful tenderer deposited before issue of work order will also form a part of security

Contractor

Executive Engineer

TIDC Ltd.
deposit. The security deposit will be deducted from running account bill @ 10% of the bill amount till full security money is released.

11. Earnest money of the unsuccessful tenderer will be refunded on finalization of tender or on expiry of validity period whichever is later.

12. In the event of backing out of first, second and third lowest tenderer before finalization of tender within the validity period, the earnest money deposited by such tenderer, with the tender shall be forfeited in full to the Govt. Such performance shall be taken into record maintained for contractor. For 2(two) such cases the concerned contractor will be debarred from dropping tender for 1 (one) year to this Corporation.

13. The accepting authority reserves the right to accept / reject any / all tenders without assigning any reason.

14. Tenders which do not fulfill any of these conditions or are not complete in any respect, are liable for summary rejection.

15. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resorts to canvassing will be liable for rejection.

16. The contractor shall read the specifications carefully before submitting the tender.

17. The whole work may be split up between two or more contractors or accepted in part and not in entirely, if considered expedient.

18. The contractor’s responsibility for this contract shall commence from the date of issue of acceptance order of tender.

19. Letters etc. found in the tender box raising or lowering the quoted rates or dealing with any other point in connection with the tender shall not be considered.

20. Sale tax, any other tax, duties, royalties etc. on materials and works in respect of this contract shall be payable by the contractor and Corporation will not entertain any claim whatsoever in this respect. Tenderer, shall note this, at the time of quoting rates and prices.

21. The work will have to be completed as specified in this tender document and to be started within 15 (fifteen) days from the date of issue of work order, failing which earnest money deposited by the contractor, will be forfeited in full by the Corporation.

22. All work shall be carried out in accordance with the Tripura PWD specification and where Tripura PWD specification is silent the specifications of CPWD / CPHEEO / CWC/ MORT & H/ BIS, or if any specified separately will be followed.

23. No labour under 14 years of age shall be employed in the work and all labourers employed shall be paid at the rates not less than those approved by Government of Tripura. Fair wage clause and relevant orders of the Government of Tripura, will be binding on the contractor.

24. All tools, plants and implements required for the construction of the work except those mentioned to be supplied by the Department on hire charges will have to be arranged by the contractor at his own cost.

25. No claim for idle labourers and establishment will be allowed on account of delay in supply of Departmental tools, plants and materials.

26. Contractor shall be responsible for shortage or wastage of Departmental materials if issued to the contractor.

27. Recovery of surplus quantity of materials issued but not returned shall be made from the contractor’s bill at double the issue rate of materials.

28. No transfer of earnest money from any amount already at the credit of tenderers (as earnest money or security deposit in connection with the other works) will be allowed.

29. Contractors are to arrange all material for works including stipulated materials, if not available in the store at any time. However, no difference of cost between the market rate & issue rate will be allowed.

30. The contractor shall have to submit working programme with Bar chart within 15 days time of work order for works costing more than Rs.30.00 lacs. Otherwise, his order may be cancelled.

 Contractor

 Executive Engineer

 TIDC Ltd.
31. No non-Indian national as labourer, who does not possess valid passport and visa will be allowed to work under any contractor, otherwise the contract will be cancelled.

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

33. Before submitting tenders, the tenderers are to satisfy themselves by actual visit to the site of work as regards the prevailing conditions of approaches and roads and availability of labourers and materials etc. and tenderers submitting tenders shall be deemed to have done so. No claim on the above account will be entertained afterwards.

34. In addition to deduction of Income Tax at source, Tripura sales tax shall also be deducted at source from the bills of the contractor(s) at the rates indicted below:
   i) R.C.C. bridges / culvert / sub structure of Bailey Bridges 1.5% of gross payable amount of running / final bill.
   ii) All other works 4% of the gross payable amount of running / final bill.
   iii) 1% chess will be deducted from each bill as per rule.

35. The tender for the works shall remain open for acceptance for a period of 90 (Ninety) days for the work costing up to Rs.50.00 lacs and 180 (One hundred eighty) days for the works costing above Rs.50.00 lacs from the last date of submission of tender.

36. Schedule of Payments:
   a. For work costing up to Rs.1.00 lacs – First and Final bill.
   b. For work costing Rs.1.00 lacs to Rs.10.00 lacs – Running Account payment bill shall not be less than Rs.1.00 lacs per Bill.
   c. For work costing Rs.10.00 lacs to Rs.1 crore – Running Account payment bill shall not be less than Rs.2 lacs.
   d. For costing Rs.1 crore to 5 crore – Running Account payment bill shall not be less than Rs.20 lacs.
   e. For work costing above Rs.5 crore – Running Account payment bill shall not be less than Rs.60 lacs.

37. In addition to special conditions, general conditions etc. and Tripura PWD Form No.7 with up to date correction slip will also form part of the tender.
MEMORANDUM

a. General description: Development of Infrastructure for Negicharra Industrial Area near by pass, under mouza Anandanagar, Tripura (West), during the year 2019 – 2020 / S.H. – Construction of Road (L – 1.15 KM)
   Draft NIT No.: TIDC/EE/DNIT/2019–20/

b. Estimated cost: Rs. 49,47,742.00

c. Earnest money: Rs. 49,477.00

d. Security deposit:
   (10% of the contract value)

   The Security deposit will be collected by deduction from the running bills of the contractor at the rates mentioned above and the earnest money, if deposited in cash at the time of tender will be treated as a part of security deposit. The security will be also accepted in cash or in the form of government securities and Fixed Deposit Receipts and Guarantee Bonds of Schedule Banks and State Bank of India.

e. The time allowed for the work from the 15th day after the date of written order to commence is 1 (One) month.

   Should this tender be accepted, the whole or in part, I / We hereby agree,
   (i) to abide by and fulfill all the terms and provisions of the said conditions Annexed here to and all the terms & provision contained in Notice inviting Tender so far as applicable and / or in default thereof to forfeit and pay to the TIDC Ltd. or his successors in office, the sum of money mentioned in the said conditions. A sum of Rs. …………………………. is hereby forwarded Deposit-at-Call, receipt of Schedule Bank guaranteed by the Reserve Bank of India drawn in favour of the Managing Director, TIDC Ltd. as Earnest Money. If I / We fail to commence the work specified in the above Memorandum, I / We agree that the said TIDC Ltd. or his successors in office shall, without prejudice to any other right or remedy be at liberty to forfeit the said the earnest money absolutely, otherwise the said Earnest Money shall be retained by him towards Security Deposit mentioned against Clause (d) of the above mentioned Memorandum.

Contractor

Executive Engineer

TIDC Ltd.
(ii) To execute all the works referred to the tender documents upon the terms & conditions contained to referred to therein and to carry out such deviations as may be ordered, up to a maximum of 20% (Twenty percent) at the rates quoted in the tender documents and those in excess of that limit of the rates to be determined in accordance with the provisions contained in Clause 12A of the tender Form.

Dated, the ...................... day of .............................................................. 2019.

Witness......................................................................................................................

Address ....................................................................................................................

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

Occupation..............................................................................................................

The above tender for the sum of Rs. ..................................................... (Rupees ............................................. ) only is hereby accepted me on behalf of the TIDC Ltd.

Signature
Designation

Dated the ......................... day of ............................................. 2019.

Signature of the Contractor, during Agreement ________________________________

Signature of Witness to Contractor’s signature ________________________________

Signature of the Officer by whom accepted ________________________________

Contractor
TIDC Ltd.

Executive Engineer
## Estimate

**NAME OF WORK :-** Development of Infrastructure for Negicharra Industrial Area near bye pass, under mouza Anandanagar , Tripura west , during the year 2019-2020./SH-Construction of Road (L=1.15 km)

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Excavation in Soil using Hydraulic Excavator and Tippers with disposal upto 1000 m Excavation for roadwork in soil with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes in accordance with requirements of lines, grades and cross-sections and transporting to the embankment location with all lifts and lead upto 1000 m as per MoRD Technical Specification Clause 302.3.</td>
<td>cum</td>
<td>3250.00</td>
<td>32.30</td>
<td>1,04,975.00</td>
</tr>
<tr>
<td>2</td>
<td>Construction of Subgrade and Earthen Shoulders Construction of subgrade and earthen shoulders with approved material obtained from borrow pits with all lifts and leads, transporting to site , spreading,grading to required slope and compacted to meet requirement of Table 300.2 as per MoRT&amp;H Technical Specification clauses of section .</td>
<td>cum</td>
<td>1464.00</td>
<td>167.00</td>
<td>2,44,488.00</td>
</tr>
<tr>
<td>4</td>
<td>Brick on edge soling. Providing and laying brick on edge soling layer on prepared subgrade according to lines, grades and cross-section shown on the drawing, filling joints with sand, watering and rolling the same with three wheeled road roller 80-100 KN as per MoRD Technical Specification Clause 413.</td>
<td>sqm</td>
<td>7620.00</td>
<td>538.7</td>
<td>41,04,894.00</td>
</tr>
<tr>
<td>5</td>
<td>Supplying and filling in plinth, under floor, foundations etc. with sand (fine) from local quarry with all lifts including spreading in horizontal layers, watering, grading to required slope, ramming, consolidating and compacting each layer by using plate compactor or by any suitable method complete.</td>
<td>cum</td>
<td>762.00</td>
<td>615.70</td>
<td>4,69,163.00</td>
</tr>
<tr>
<td>6</td>
<td>Providing and laying Reinforced Cement Concrete Pipe NP2 as per design in single Row. Providing and Laying reinforced cement concrete pipe NP2 for culverts on first class bedding of granular material in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling , concrete and masonry works in head walls and parapets as per MoRD Technical specification Clause 1106.</td>
<td>m</td>
<td>5.00</td>
<td>4701.50</td>
<td>23,508.00</td>
</tr>
<tr>
<td>7</td>
<td>Laying Reinforced Cement Concrete Pipe NP2 as per design in single Row Laying reinforced cement concrete pipe NP2 for culverts on first class bedding of granular material in single row including fixing collar with cement mortar 1:2 but excluding cost of pipes (available at site), excavation, protection works, backfilling , concrete and masonry works in head walls and parapets as per MoRD Technical specification Clause 1106.</td>
<td>m</td>
<td>5.00</td>
<td>142.80</td>
<td>714.00</td>
</tr>
</tbody>
</table>

Total Rs. 49,47,742.00

**Contractor**

**Executive Engineer**

TIDC Ltd.
Cost of Tender Form :- Rs.10,000.00
State :- Tripura.
Branch :- TIDC Ltd.

General Rules & Directions for the Guidance of the Contractors.

1. All works proposed for execution by contract will be notified in a form of invitation of tender posted in public places and signed by the Executive Engineer, Engineering Cell.

   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 percentage of which the security deposit shall be deducted from the bills of the successful tenderer. Copies of the specifications designs and drawings and a schedule of quantities and rates of the various descriptions of works and any other documents required in connection with the work signed for the purpose of identification shall be open for inspection by the contractor at the office of the Executive Engineer, Engineering Cell, TIDC Ltd., Bodhjungnagar 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.

3. Receipts for payments made on account of a work, when executed by a firm must also be signed by the several 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 authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at how much percent above or below the estimated rates specified in Rule 1 he is willing to undertake the work. Only on rate of percentage more or less at the estimated rates, scheduled rates shall be named. Tenders which proposed any alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work of which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit separate tender for each. Tenders shall have the name and the number of the work to which they refer written outside the envelop.

4.A. The rates(s) and / or amount (s) must be quoted in decimal coinage.

Contractor                                                        Executive Engineer
TIDC Ltd.
5. The Executive Engineer, TIDC Ltd. 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 amount of the several tenders in a comparative Statement in a suitable form. In the event of tender being accepted and receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identifications sign copies of the specifications and others documents mentioned in Rule 1. In the event of a tender being rejected the earnest money forwarded with such un-accepted tender shall thereupon be returned to the contractors remitting the same.

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 tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Managing Director, TIDC Ltd. and the contractor shall be responsible for seeing that he procures a receipt signed by the Managing Director, TIDC Ltd. or a duly authorized cashier.

8. The memorandum of work tendered for and the schedule of materials to be supplied by the Tripura Public Works Department and their issue rates shall be filled in and completed in the office of the Executive Engineer, TIDC Ltd. before the tender form is issued. If a form is issues to an intending tenderer without having been so filled in and completed he shall request the office to have this done before he completes and delivers his tender.

PERCENTAGE RATE TENDER FOR WORKS:
I / We hereby tender for the execution for the governor of Tripura of the work specified in the underwritten memorandum within the time specified in such memorandum at an amount of Rs. .................................................................

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

.......................................................% (.............................................percent) below / above the rates entered in the Schedule mentioned in Rule 1 and in accordance in all respects with the specification, designs, drawings and instructions writing referred to Rule 1 hereof an in Clause 11 of the conditions of contract and with such materials as are provided for and in all other respects in accordance with such conditions so far as applicable. I / We hereby agree to the percentage mentioned above being deducted from / added to the gross amount of the bill for work done.

Contractor

Executive Engineer

TIDC Ltd.
Schedule showing (approximately) materials to be supplied by the TIDC Ltd. conditions of contract for work contracted to be executed & the rates at which they are to be charged for.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Rates at which the materials will be charged to the contractor.</th>
<th>Place of delivery.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Unit</td>
<td>Rs.</td>
</tr>
</tbody>
</table>

All materials etc. will have to be arranged by the agency.

Contractor  
Executive Engineer  
TIDC Ltd.
CLAUSE 25:- Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and of workmanship or materials used in the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instruction orders or those conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Commissioner, I & C Deptt.. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant, that he had to deal with the matters to which the contract relates and that in the course of his duties as Government servant he had expressed views on all any of the matters in dispute or difference. The arbitration to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Commissioner, I & C Deptt. as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Commissioner, I & C Deptt., or as aforesaid should act as Arbitrator and if for any reason, i.e. not possible, the matter is not to be referred to Arbitration at all. An all cases where the amount of the claim in dispute is Rs.50,000.00 (Rupees fifty thousand) only and above, the Arbitrator shall give reasons for the award.

Subject as aforesaid the provisions of the Arbitration Act, 1940 or any Statutory modification or re-enactment their of an the rules maid there under and for the time being in force shall apply to the Arbitration proceeding under this clause.

It is also a term of the Contract that the party invoking Arbitration shall specify the dispute or disputes to be referred to Arbitration under this Clause together with the amount or amounts claimed in respect of each such dispute.

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

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

CLAUSE 29(b) :- It will be obligatory for the contractor to produce forest clearance certificate from the DFO having jurisdiction over the area in respect of extraction of any forest produces for utilization in works under this contract before final payment and / or refund of security deposit. If the contractor fails to do so, a sum of money towards royalty remaining unpaid by the contractor, if any, as may be specified by the concerned Divisional Forest officer, will be set-off from any sum of money including security deposit due and payable to contractor under this contract.

Contractor

Executive Engineer

TIDC Ltd.
SPECIAL CONDITIONS

1. **Compensation for Delay :-** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be the essence of the contract on the part of the contractor and shall be reckoned from the 15th day after the date on which the order to commence the work is issued to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence. To ensure good progress during the execution of the work, the contractor shall be bound to submit working programme within 15 days time of work order and shall comply with the said time schedule. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to 0.5% or such smaller amount as the Commissioner, Industries & Commerce (whose decision in writing shall be final) may decide on the amount of the contract value for every day that the work remains un-commenced or unfinished after the proper dates. However, for special jobs, if a time schedule has been submitted by the contractor and the same has been accepted by the Executive Engineer, the contractor shall comply with the said time schedule. Failing which the contractor shall be liable to pay compensation at the above mentioned rate. Provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 5% on the contract value of the work.

2.

3. No payment will be made for WBM work separately and payment will be made only after completion of carpeting.
DECLARATION OF THE CONTRACTOR(S)

I / We hereby declare that I / We have personally gone through PWD pamphlet containing general direction and condition attached to PWD Form – 8 (modified) and also the clause of the attached detailed Notice Inviting Tender for the work and I / We do agree to abide by the Rules and regulations & conditions therein including upto date modifications made by the Government of Tripura.

Contractor

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TIDC Ltd.
IV. **ADDITIONAL CONDITIONS**

1. The Plans and drawings connected with the work should be seen by the contractor before tendering for the Job which will be available in the office of the Executive Engineer, TIDC Ltd. The tenderers are supposed to have acquainted themselves with the Plans, drawings, and specifications of the concerned work. No claim on this account will be considered later on.

2. The contractor will have to construct sufficient Number of masonry burgees to be specified by the Engineer-in-charge for setting out of the work at his own cost.

3. The contractor must inspect the site before submission of the tender and no claim on this account will be entertained.

4. It is also impressed up on the contractor that they will have to produce good work, workmanship strictly according to the specifications and no plea will be heard that they are not able to get good workers.

5. The contractor will have to meet the cost of shifting of cables, pipes etc. if the same happens to fall within the layout of the building at his own cost in the manner to be prescribed by the Engineer-in-Charge.

6. No extra payment will be made for bailing out water which may be necessary for the purpose of carrying out of the work whether water is sub-soil water or rain water.

**MISCELLANEOUS**

1. In addition to the condition of **PWD FORM No.7** the NIT as well as specification and special conditions as stated herein shall also form a part of the Contractor.
SPECIAL CONDITIONS REGARDING CEMENT

Contractor shall arrange cement from local market for the interest of uninterrupted progress of work.

1. Cement will be ISI Marked.
2. Cement will be supplied in machine stitched polythene bag of 50 (fifty) Kg. weight minimum in each bag.
3. Cement is to be purchased from the authorized dealer having Tripura Sale Tax Registration.
4. Before use of cement in the work, the original cash memo / voucher is to be produced before the Assistant Engineer, should maintain a cement register separately in respect of procuring cement from local market by the contractor and get it signed.

SPECIAL CONDITIONS REGARDING STEEL REINFORCEMENT

1. Specification of steel reinforcements arranged by the Agency shall conform to relevant IS Codes.
2. Necessary Test Certificate shall have to be produced by the contractor as and when asked by the Corporation.

SPECIAL CONDITIONS REGARDING FOREST GOODS

1. Contractor has to submit necessary Forest clearance certificate / Original cash memos from authorized seller.

CRITERIA FOR ELLIGIBILITY FOR SUBMISSION OF TENDER FORM

1. Attested copy of Enlishtment, Certificate of current valid PTCC/STCC (which even applicable), valid licence from Labour Department, Govt. of Tripura regarding engagement of workers in the contract works, PAN card, Signature attestation, Ownership of atleast one Mixture machine & Vibrator machine are to be enclosed with the form.

2. A separate declaration about the execution of work by himself not by others is to be enclosed with the form.

3. One tenderer can submit only one form.

Contractor                                                        Executive Engineer
TIDC Ltd.
SPECIFICATION AND SPECIAL CONDITION FOR EARTH WORK

1. The work shall be carried out as per “Specification for Works in Tripura, 1972 Earth Work” unless otherwise stated in the Schedule of Items with quantities and special condition mentioned below.

2. Before submitting the tender, the tenderers are to satisfy themselves by actual visit to site, regarding availability of labour and materials and site conditions and any claim of the tenderer submitting tenders shall not be entertained afterwards in respect of non-availability of labour, materials and site conditions. Any roads and paths, if required for the work will have to be made by the contractor at his own cost and nothing extra will be paid.

3. During the period, prior to the handing over of the work complete in all respects to the Engineer-in-Charge, damages to the work, if any, is to be made good by the contractor at his own cost and nothing extra will be paid.

4. The contractor shall have to remove the slips which occur during the period till the work is handed over to the Engineer-in-Charge complete in all respects, at his own cost and no payment shall be made for clearing slips. The Contractor may hand over a minimum continuous length of 2 (two) Kilometres completes in all respect.

5. Traffic on the road should be maintained if required during working period and the contractor will have to take precaution for his workmen. If necessary, he will have to provide diversion at his own cost.

6. Nothing extra will be paid for any lead or lift for earthwork in excavation in side and through for disposal of soil not utilized in filling.

7. In addition to the above, conditions of PWD Form 7 / 8 and Notice Inviting Tender, as well as specifications and special condition as stated herein will form a part of the Contract.

1. GENERAL SPECIFICATION AND SPECIAL CONDITION FOR BUILDING WORK

1. The building work shall generally conform to specifications for works in Tripura 1972 “Building Work” where Tripura PWD specifications for building work is silent, CPWD specifications shall be followed.

2. The contractor shall be responsible for the true and prefect setting out of the work and correctness of the position, level, and dimensions of all parts of the work. If at any time during the progress of the work shall any error arise in the position, level, or dimensions of any part of the work, fitting or fixing etc. the contractor shall be liable to rectify or change as directed by the Engineer-in-Charge at his own cost and risk.

3. The work, which does not conform to specification, must be struck down and rejected materials removed from the site of works as directed by the Engineer-in-Charge.

Contractor

Executive Engineer

TIDC Ltd.