



PWD FORM NO.6A
(In case of selling of tender document)

TRIPURA INDUSTRIAL DEVELOPMENT CORPORATION LTD
(A Government of Tripura Undertaking)

NOTICE INVITING TENDER

Separate sealed tenders are invited on behalf of the Managing Director, Tripura Industrial Development Corporation Ltd. (TIDC Ltd.) from the Central & State public sector undertaking / enterprise and eligible contractors / firms / agencies of appropriate class registered with PWD / TTAADC /MES / CPWD / Railway / other state PWD for Sale of **load bearing and semi permanent structures** in **FORM 7 (Seven) (Modified)** for the work:

Sl. No.	Name of Work	Reserve Price	Earnest Money	Time for Completion
1	Dismantling of old Shilpa Sanskriti Bhawan at SOFED Campus, Indranagar, Agartala, Tripura (West). DNIT No.TIDC/EE/EC/DNIT/2017 - 18/2	Rs.5,84,249.00	Rs.58,425.00	3 (Three) months

- For cases where tender document will be sold, the tender documents consisting of detailed plans, complete specification, schedule of quantities of various classes of work to be done and the set of the conditions of the contracts to be complied with, can be obtained on or after **06/11/2017** from the office of the **Executive Engineer, Engineering Cell, TIDC Ltd., Bodhjurnagar** on any working day during office hours up to **13/11/2017 at 3-00 PM** on payment of sum of Rs.150/- (estimated cost upto Rs.1.00Lakh), Rs.500/- (for estimated cost over Rs.1.00Lakh upto Rs.50Lakhs), Rs.1500/- (for estimated cost over Rs.50Lakhs upto rs.2.00Crores) and Rs.1500/- (for estimated cost over Rs.2.00Crores) in DD or Banker Cheque (each).
- 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 **upto 3:00pm** on the **14/11/2017** and will be opened only by the Executive Engineer, **on 14/11/2017 at 4:30pm** if possible. If the office happens to be closed on the date of receipt/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 by post after the closing time for submission of tender shall be returned un-opened.
- Tender form can be downloaded from the Website : www.tidc.org.in
- The contractor shall not be permitted for works in the Tripura PWD circle (responsible for award and execution of contract in which near relative is posted as Divisional Accounts / as an officer in any capacity between the grades of Executive Engineer and Assistant Engineer (both inclusive). 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 Officer in Tripura PWD. Any breach of this condition by the contractor would render him liable for removal from the approved list of contractors of this Department.
- No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Tripura shall be allowed to work as contractor for a period of two years of his retirement from the Government service without the prior permission of the Government of Tripura. The contract is liable to be

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cancelled if either the contractor or any of his employees is found at any time to be such person who had not obtained the permission of the Government of Tripura as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

7. (a) Tender forms will be sold on submission of written application along with documentary proof (in a shape of photocopy attested by Gazetted Officer) of PTCC/STCC, **PAN (Permanent Account Number) card** issued by the Income Tax Department, Govt. of India and valid license regarding engagement of workers in the contract works from the Labour Department, Govt. of Tripura. Tenders, which are not in prescribed form and are not purchased from the office of the **Executive Engineer, Engineering Cell, TIDC Ltd. or Website** shall be rejected at the time of opening of tenders. In case of Firms and Companies tendering for the work, those Firms and Companies shall be registered in India. The conditions regarding PTCC, STCC etc. in numerated above will equally apply in case of Firms and Companies.
 - (b) Tender documents should be sold to only those contractors who fulfill the eligibility criteria set out in the Press Notice and who are not near relative of Divisional Accountant or Executive Engineer/Assistant Engineer/Junior Engineer of the Circle in which the work is to be executed.
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.
 - (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 paisa at the end (viz Rs.250.50p). 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 paisa 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 amount 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 if 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 page including the blank pages of the tender document shall be signed by the contractor in full.
 - (h) In the case of percentage rate tender, the contractor are required to quote their rates both in amount as well as in the percentage below/above the rates entered in the schedule. In such cases in the event of arithmetical error committed in working out the amount by the contractor, the tendered percentage and not the amount should be taken into account.
9. (a) Rate of Earnest Money should be taken into account as indicated in special condition which shall be deposited in any schedule bank of India guaranteed by the RBI in the shape of **“Deposit-at-Call” or Demand draft or Banker Cheque** with validity of 6(six) months of a schedule bank guaranteed by the Reserve Bank of India in favour of the **Managing Director, TIDC Ltd.** The Deposit-at-Call or Demand Draft or Banker Cheque must be submitted along with the tender.

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Earnest money in any other form will not be accepted. Tender without earnest money shall be summarily rejected.

(b) Diploma & Degree Engineers enlisted in Class V & Class IV(b) respectively will be exempted from depositing earnest money along with tender on works costing upto Rs.1.00Lakhs & Rs.2.50Lakhs respectively.

(c) The contractor/Agencies exempted from depositing earnest money along with submission of tender by an order of Government of Tripura, will have to deposit rate of Earnest Money should be taken into account as indicated in special condition in the shape of Deposit-at-Call or Demand Draft or Banker Cheque as stated in **Clause 9(a)** in favour of the Managing Director, TIDC Ltd. before issuance of work order.

10. Earnest money given by all contractors except the lowest and 2nd lowest tenderer to be refunded within a month from the date of receipt of tender(s).
11. If any tenderer withdraws his tender within the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy be at liberty to forfeit **50(fifty)** % of the earnest money absolutely.
12. The accepting authority reserves the right to accept/reject any/all tenders without assigning any reason.
13. Tenders, which do not fulfill any of these conditions or are not complete in any respect, are liable for summarily rejection.
14. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resorts to canvassing will be liable for rejection.
15. The contractor shall read the specification carefully before submitting the tender.
16. The whole work may be split up between two or more contractors or accepted in part and not in entirety, if considered expedient.
17. The contractor's responsibility for this contract shall commence from the date of issue of acceptance order of tender.
18. 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.
19. Sales Tax/VAT/GST, any other tax, Duties, Royalties etc. on materials and work in respect of this contract shall be payable by the contractor and Government will not entertain any claim what so ever in this respect. Tenderer shall note this, at the time of quoting rates and prices.
20. In case the contractor fails to commence the work specified in the tender document on 15th day or such time periods as mentioned in letter of award after the date on which the Engineer-In-Charge issues written orders to commence the work, or from the date of handing over of the site, whichever is later, the Government shall without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.
21. All work shall be carried out in accordance with the Tripura PWD specification and where Tripura PWD specification is silent the specification of CPWD / CPHEEO / CWC / MORT&H / BIS or if any specified separately will be followed.
22. No labour under 14years of age shall employed in the work and all labourers employed shall be paid at the rates not less than those approved by the Government of Tripura. Fair wage clause and relevant orders of the Government of Tripura, will be binding on the contractor.
23. All tools, plants and equipment 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.

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24. No claim for idle labourers and establishment will be allowed on account of delay in supply of departmental tools, plants and materials.
25. Contractor shall be responsible for shortage or wastage of Departmental materials if issued to the contractor.
26. 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.
27. 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.
28. 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.
29. 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 Lakhs. Otherwise his order may be cancelled.
30. 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.
31. 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 summarily rejected.
32. 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.
33. The tender for the works shall remain open for acceptance for a period of **90(ninety) days** for the work costing upto Rs.50.00 Lakhs and **180(one hundred eighty) days** for the works costing above Rs.50.00 Lakhs from the last date of submission of tender.
34. In addition to special conditions, general conditions etc. of Tripura PWD FORM No.7 with upto date correction slip will also form a part of the tender (to be attached by the Executive Engineer).
35. In composite contract for dismantling of existing structure the contractor shall be required to deposit entire accepted auction money before the site is handed over to the contractor.
36. In case of some specialized jobs by specialized Firms Guarantee Bonds are also required to be executed viz. Water proofing works and Anti-termite treatment.
37. The contractor shall be required to deposit the full amount of tendered value of the structure put to auction within 7(Seven) days from the date of issue of orders communicating the acceptance of the tender to him failing which the earnest money deposited with the tender shall be fully forfeited absolutely.

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Name of Work:

Dismantling of old Shilpa Sanskriti Bhawan at SOFED Campus, Indranagar, Agartala, Tripura (W).

Specification as follows:

RCC frame structure flat roof part of building and GCI sheet roofing rest of building, including other fitting fixing including unserviceable chairs composite rate should quoted for above dismantled work.

Total:- Rs.5,84,249.00

(Rupees five lakh eighty four thousand two hundred forty nine) only

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ARBITRATION AND LITIGATION CASES

1. SETTLEMENT OF DISPUTES:

(a) If an dispute of difference of any kind whatsoever arises between the department and the Contractor in connection with, or arising out of the Contract, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the contract, it shall in the first place, be referred to and settled by the Engineer-In-Charge who shall, within a period of thirty days after being requested by the Contractor to do so, give written notice of his decision to the Contractor. Upon receipt of the written notice of the decision of the Engineer-In-Charge the Contractor shall promptly proceed without delay to comply with such notice of decision.

(b) If the Engineer-In-Charge fails to give notice of his decision in writing within a period of thirty days after being requested or if the Contractor is dissatisfied with the notice of the decision of the Engineer-In-Charge, the Contractor may within thirty days after receiving the notice of decision appeal to the department who shall offer an opportunity to the contractor to be heard and to offer evidence in support of his appeal, the department shall give notice of his decision within a period of thirty days after the contractor has given the said evidence in support of his appeal, subject to arbitration, as hereinafter provided. Such decision of the department in respect of every matter so referred shall be final and binding upon the contractor and shall forthwith be given effect to by the Contractor, who shall proceed with the execution of the works with all due diligence whether he requires arbitration as hereinafter provided or not. If the department has given written notice of his decision to the Contractor and no claim to arbitration, has been communicated to him by the Contractor within a period of thirty days from receipt of such notice the said decision shall remain final and binding upon the Contractor. If the Department fail to give notice of his decision, as aforesaid within a period of thirty days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the Contractor within thirty days after the expiration of the first named period of thirty days as the case may be, require that the matter or matters in dispute be referred to arbitration as detailed below:

2. SETTLEMENT OF CLAIMS:

Settlement of claims for Rs.50,000/- and below by Arbitration:

All disputes or difference arising of or relating to the contract shall be referred to the adjudication as follows:

(a) Claims upto a value of Rupees 50,000/-
- Superintending Engineer [of another circle in the same department]

(b) Claims above Rs.50,000/-
- Another Chief Engineer or Arbitrator appointed by the Chief Engineer [of the same department]

The Arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof.

A reference for adjudication under this clauses shall be made by the contractor within six months from the date of intimating the contractor of the preparation of final bill or his having accepted payment which ever is earlier.

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Declaration of Contractor(s)

I/We hereby declare that I/We have personally gone through the PWD pamphlet containing direction & conditions attached to PWD Form 7 (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 and conditions therein including up to date modification made by the Government of Tripura.

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MEMORANDUM

(a) **General Description:** Dismantling of old Shilpa Sanskriti Bhawan at SOFED Campus, Indranagar, Agartala, Tripura (W).

(b) **Reserve Price:** Rs.5,84,249.00

(c) **Earnest Money:** Rs.58,425.00

(d) **Security Deposit:** LS Rs.1.00 lakh which will be refunded on clearance of site.

(e) **Time allowed** for the work from the 3 (Three) months after the date of written order to commence:

Should this tender be accepted in whole or in part, I/We hereby agree

- (i) to abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable and / or in default thereof to forfeit and pay to the Governor of Tripura or his successors in office, the sum of money mentioned in the said conditions. A sum of Rs..... is hereby forwarded in “**Deposit-at-Call or Demand Draft or Banker Cheque**” vide No..... of (Bank name)..... [Validity of at least **6(six) months**] of a schedule bank guaranteed by the Reserve Bank of India as earnest money. If I / We fail to commence the work specified in the above memorandum, I / We agree that the said Governor or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, otherwise the said earnest money shall be retained by him towards security deposit mentioned against clause (d) of the above mentioned memorandum.
- (ii) to execute all the works referred to in the tender documents upon the terms & conditions contained or referred to therein & to carry out such deviations as may be ordered upto a maximum of deviation limits (as therein in the tender form) at the rates quoted in the tender documents and those in excess of that limit at the rates to be determined in accordance with the provisions contained in Clause 12A of the tender form.

Dated theday of2017.

Signature of Contractor

Witness to Contractor's Signature

Signature of Witness

Name:

Address:

Occupation:

The above tender for the sum of Rs..... (Rupees.....) only is hereby accepted by me on behalf of the Governor of Tripura.

Signature with Designation.

Dated the.....day of2017

Signature of the contractor, before submission of tender.....

Signature of witness to Contractor's Signature.....

Signature of the Officer by whom accepted.....

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SCHEDULE -A

Date _____

To
The Executive Engineer,
Engineering Cell,
TIDC Ltd.,
Bodhjungle, Tripura (W)

Authorized address for communication:-

Telephone nos:-

Mobile Nos:-

Fax no:-

Email ID:-

Name of Work : Dismantling of old Shilpa Sanskriti Bhawan at SOFED Campus, Indranagar, Agartala, Tripura (W).

1. I/WE offer to execute the work(s) described above and remedy any defects therein with conditions of the contract, specifications, drawings, Bill of quantities and Addenda for

a. For **percentage Rate Contract**, @ _____ % (in figures)

_____ (in words)

Percent below/above/ at par with the rates entered in the schedule of rates, as referred to clause 12 of ITB.

1. I/ WE undertake to commence the work(s) on receiving the notice to proceed with work in accordance with the contract documents.
2. This tender and your written acceptance of it shall constitute a binding contract between us. I understand that you are not bound to accept the lowest or any tender you receive.

I/WE hereby confirm that this tender complies with the tender validity and earnest money required by the tendering documents and specified in NIT.

Authorized Signature _____

Name and Title of Signatory _____

Name of the Tenderer _____

Address _____

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Special Condition

1. All kinds of Security / Safety measures are to be taken by the Contractor at his own cost and risk during the dismantling process.
2. The successful bidder shall have to deposit his/her highest offered amount adjusting the entry fee (Security money) by D.D. in favour of the Managing Director, TIDC Ltd. within 7 (Seven) days positively from the date of issue of letter accepting his / her highest bid.
3. In case of bidders failure to deposit the full bid money in time, the Earnest Money deposited by the bidder shall stands forfeited, the materials shall be re-auctioned.
4. Earnest Money @ 10% of the Reserve Price is to be deposited in the in the form of Demand Draft / D- Calls/Bankers Cheque drawn on any schedule bank in favour of the Managing Director, TIDC Ltd. enclosing tender submitted by the Contractor.

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TRIPURA INDUSTRIAL DEVELOPMENT CORPORATION LTD.

D. N. I. T.

Cost of Tender Form: Rs.500.00

DNIT NO: TIDC/EE/EC/DNIT/2017 – 18/

Name of Work: Dismantling of old Shilpa Sanskriti Bhawan at SOFED Campus, Indranagar, Agartala, Tripura (W).

Reserve Price: Rs.5,84,249.00

Earnest Money: Rs.58,425.00

Time of Completion: 3 (Three) months

This DNIT contains
10 (Ten) pages
excluding blank & cover pages

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