

SECTION- 1**LIST OF IMPORTANT DATES IN CONNECTION WITH THE TENDER
FOR THE WORK.**

1. Name of Work: Construction of pure sand cricket field at K. C. Girls School ground, Kamalpur, Dhalai Tripura./2nd call

2. DNIT No:- 12/TCA/AGT/17-18

3. Completion period for the work:- 9 (Nine) months

4. Date of issue of Notice Inviting tender:- 10/2017
(PNIT No. 11/TCA/AGT/17-18)

5. Period of download of tendering Document from Tripura Cricket Association website www.tcalive.com : - From 20/10/2017.
to- 08/11/2017 up to 3PM.

Place: -Office of the Hony. General Secretary
Tripura Cricket Association,
Agartala, West Tripura.

6. Last date of dropping/receiving of tender:- 09/11/2017 up to 3 PM.

7. Time and Date of Opening tender/tenders: 09/11/2017. at 3.30 PM.

8. Place of Opening tender:

Place:- Office of the Hony. General Secretary
Tripura Cricket Association
Agartala, West Tripura.

10. Authority of inviting tender:-

Hony. General Secretary
Tripura Cricket Association
Agartala, West Tripura.

Full Name Signature of Contractor



Hony. General Secretary, TCA

TRIPURA CRICKET ASSOCIATION
POST OFFICE CHOWMUHANI
AGARTALA – 799001 TRIPURA.

Press Notice Inviting Tender No. 11/TCA/AGT/2017-18/

Dated: 10/2017

Separate sealed tenders are invited on behalf of the Hony. General Secretary Tripura Cricket Association from experienced, person / firm / enlisted contractor of Tripura PWD/TTAADC/MES/Railways/CPWD and other state PWD / central and state public sector undertaking who must have successfully completed at least one such work of similar nature i.e. construction / improvement / development of pure sand sports field on item rate basis up to 3 PM on 09/11/2017 for the following works.–

SI No.	Name of work	Earnest Money	Time for completion	Cost of Tender form (Non refundable)	Last date of download of tender document from TCA website.	Last date of dropping/ receiving of sealed tender.
1	Construction of pure sand cricket field at K. C. Girls School ground, Kamalpur, Dhalai Tripur/2 nd call DNIT No.12/TCA/AGT/17-18	Rs. 50,000/-	9(nine) Months	Rs. 5,000/-	Up to 3PM On 08.11.2017	Up to 3PM 09.11.2017

2. Details of scope of works and other essential criteria, Terms of References etc. can be seen in the website www.tcalive.com. and can also be seen at office of the undersign. Tender Documents to be downloaded only from TCA Website up to **15.00 hrs. on 08/11/2017**. Cost of Tender form Rs. 5,000/- (Rupees five thousand) only (non refundable) in the shape of Deposit at call/Demand Draft to be submitted along with Tender documents, Self attested Experience certificates of similar nature of works to be obtained from concerned employer (value completed work should not be less than Rs. 60,00,000.00) copy of self attested PAN Card and earnest money Rs. 50,000/- (Rupees fifty thousand) only in the shape of Deposit at call /Demand_Draft of the Schedule Bank of RBI/ Nationalize Banks of India in favour of Hony. General Secretary, Tripura Cricket Association. Necessary valid PTCC/STCC and valid labour license (issued by the Labour Dept. Govt. of Tripura) to be submitted before issue of work order to successful tenderer.

3. Tenders can be dropped in the tender box at the office chamber of the Hony. General Secretary, Tripura Cricket Association at post-office chowmuhani in sealed covers with name of works written on the envelope on or before 09/11/2017 up to 3PM and will be opened only by the Hony. General Secretary, Tripura Cricket Association at 3.30 PM on 09/11/2017 if possible. If the office happens to be closed on the date of received / opening of the tender as specified, the tender will be received / opened on the next opening date if possible at the same time and venue. The sealed tender can be received through registered post / speed post / reputed courier service up to 3PM on 09/11/2017. No late received of sealed tenders after the stipulated time and date will be entertained, any tender received after the closing time for submission of tender shall be returned unopened.

4. Earnest money in the shape of deposit at call / demand draft from any nationalized / scheduled bank of India guaranteed by the RBI is to be submitted along with the tender in favor of

Full Name Signature of Contractor



Hony. General Secretary, TCA

the Hony. General Secretary, Tripura Cricket Association. Earnest money in other form will not be accepted.

5. Participation of this tender not to be allowed to who are near relatives of Hony. President, Hony. Treasurer, Hony General Secretary, office bearers/ members, or Engineers staff members and cricket related members of Tripura Cricket Association in which the work is to be executed.

Note: A near relative includes wife, husband, parents, in-laws, children, brothers, sisters, uncles, aunts and cousins.

6. No Engineer of Gazette rank or other office employed in the Engineering or Administrative duties in an Engineering Department of the State Government is allowed to work as a tenderer for a period of two years after his retirement from government services, without Government permission. This contract is liable to be cancelled if either the tenderer or any of his employees is found any time to be such a person who has not obtain the permission of the Government as aforesaid before submission of the tender or engagement in the tenderer's service.

7. If the rates quoted by a tenderer is found to be either abnormally high or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected.

8. Each tenderer shall submit only one tender for the work. A tenderer who submits more than one tender will cause disqualification of all the tenders submitted by the tenderer.

9. The tenderer, at the tenderer 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 tender for entering into a contract, for construction of the work. The costs of visiting the site shall be at the Tenderer's own expense.

10. A) The tender for the work shall remain for acceptance for a period **3(three) months** from the last date of submission of the tender.

B) If any tenderer withdraws his tender within the validity period then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money @50%.

C) In case the tenderer fails to commence the work specified in the tendering documents on 15th day or such time period as mentioned in letter of award after the date on which the Engineer-In-Charge / Hony. General Secretary, Tripura Cricket Association 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.

11. (i) The tenderer should quote entire rates in words including paise to avoid chances of tempering in rates.

(ii) That if on checks there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure shall be followed:

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

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

Full Name Signature of Contractor



Hony. General Secretary, TCA

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

(vi) In the case of percentage rate tender, the tenderer 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 tenderer , the tendered percentage and not the amount should be taken into account.

12. When tenderer's sign their tender in any Indian script or can only write their names in English, the amount of the tender or rate of percentage above or below offered by them should be written in the tenderer's own handwriting in Indian script and in the case of illiterate tenderer the amount of tenders should be attested by one of the witnesses.

13. Earnest money given by all tenderer's except the lowest and 2nd lowest tenderer should be refunded within a week from the date of receipt of tenders. Earnest money of the 2nd lowest tenderer will be refunded on finalization of the tender or expiry of the validity period whichever is earlier.

14. The security deposit will be as per condition attachend in the tender document (DNIT).

15. If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence.

16. The Item rate quoted by the contractor shall be deemed to be inclusive of the sales tax/WCT/VAT/GST and other levies, duties, royalties, CESS, toll taxes of Central and State Governments, local bodies and authorities that the contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes at source as per applicable law. prevailing at the time of making payment. **The** item rate quoted by the contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll taxes of Central and State Governments, local bodies and authorities that the contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes at source as per applicable law, also income tax and 1% labour cess on the gross payable amount of bills as per building and other construction workers welfare cess Act. 1996

17. Other details can be seen in the tendering documents.

Phone No.:- 231-9260

Tel-Fax.:- 232-1178

Email:- tcaagt@yahoo.com

For and on behalf of the Tripura Cricket Association.

**Hony. General Secretary
Tripura Cricket Association
Agartala, West Tripura.**

Full Name Signature of Contractor



Hony. General Secretary, TCA

SECTION – II

INSTRUCTIONS TO TENDERERS

Full Name Signature of Contractor



Hony. General Secretary, TCA

INSTRUCTIONS TO BIDDERS
A – GENERAL

Name of work: Construction of pure sand cricket field at K. C. Girls School ground, Kamalpur, Dhalai Tripura/2nd call. DNIT No. 12/TCA/AGT/17-18

The Hony. General Secretary, Tripura Cricket Association, Agartala, West Tripura invites tender for the above work during the period, for which dates and time specified in the NIT and will be opened by the Hony. General Secretary, Tripura Cricket Association, Agartala, West Tripura or his nominee at his office on the date and time mentioned in the NIT.

- 1.1 The tenders should be in the prescribed form invited by the Hony. General Secretary, Tripura Cricket Association, Agartala, West Tripura.
- 1.2 The dates stipulated in the tender notice are firm and under any circumstances they will not be relaxed unless officially extended.
- 1.3 The Tender opening Authority will not consider any tender received after expiry of date and time fixed (As specified in NIT) for receipt of tenders.
- 1.4 Tenderers shall furnish declaration that they have not been blacklisted in any department in India. Any wrong declaration in this regard which comes to notice at a later date will disqualify them and the tenders so received will be rejected.
- 1.5 The successful tenderer is expected to complete the work within the time period specified in the NIT.

2. Firms Eligible to Tender:

- 2.1 The Firms who
 - i) Possess mentioned in the NIT and satisfy all the conditions therein .
 - ii) Are not blacklisted or debarred or suspended by the Government for What ever 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 tenderers.
- 2.2 **Firms Ineligible to Tender:** Not Applicable

3. Qualification data of the Tenderers:

- 3.1 As per NIT
- 3.2 Tenders from Joint Ventures are not acceptable unless specifically stated otherwise.
- 3.3 **QUALIFICATION CRITERIA .**

A) Each tenderer should demonstrate.

Available to any personnel

- i. Diploma Holders (for work costing above Rs.1.00 crore) ...1(one) No.

3.4 a) If the Item rate quoted by a tenderer is found to be either abnormally high or it is found that unethical practices is adopted at the time of tendering process, such tenders shall be rejected.

4. One Tender per Tenderer:

- 4.1 Each Tenderer shall submit only one Tender for the work. A tenderer who submits more than one tender will cause disqualification of all the tenders submitted by the tenderer.

5. Cost of Tendering

- 5.1 The tenderer shall bear all costs associated with the preparation and submission of his Tender and the tender inviting authority will in no case be responsible and liable for those costs.

Full Name Signature of Contractor



Hony. General Secretary, TCA

6. Site Visit.

- 6.1 The Tenderer, at the tenderer'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 tender for entering into a contract, for construction of the work. The costs of visiting the site shall be at the tenderer's own expense

B. TENDER DOCUMENT

7. Contents of Tender document.

- 7.1 One set of Tender document, comprises of the following:
- 1) Notice Inviting Tenders (NIT).
 - 2) Instruction to Tenderers.
 - 3) Forms of Tender and qualification data of the tenderer.
 - 4) Conditions of Contract.
 - 5) Specifications.
 - 6) Drawings : Nil
 - 7) Forms of Securities, i.e. EMD, Additional Security etc.
 - 8) Bill of Quantities.

8. Clarification on Tender Documents

- 8.1 A prospective Tenderer requiring any clarification on Tender documents may contact the Tender Inviting Officer at the address indicated in the NIT. The Tender Inviting Officer will also respond to any request for clarification if possible.

9. Amendment to Tender Documents

- 9.1 Before the last date for submission of Tenders, the Tender Inviting authority may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum.
- 9.2 Any addendum/amendments issued by the Tender Inviting authority shall be part of the Tender Document and it shall either be communicated in writing to all the purchasers of the Tender documents or notified in the News Papers in which NIT was published or through website of the TCA "www.tcalive.com".
- 9.3 To give prospective Tenderers reasonable time to take an addendum into account in preparing their tenders, the Tender Inviting authority may extend if necessary, the last date for submission of tenders.

C. PREPARATION OF TENDERS.

D.

10. Language of the Tender.

- 10.1 All documents relating to the tender shall be in the English Language only.

11. Documents comprising of the Tender.

- 11.1 The tender comprise the following.
- (a) Drawings: Nil
 - (b) Qualification data of the tenderers.
 - (c) Bill of quantities (Schedule –A) and the tender offer.

**12. Tender Offer:
(For Item rate)**

- 12.1 Bill of Quantities called Schedule "A" and the tender offer accompanies the tender document as Volume-II. It shall be explicitly understood that the tender inviting Officer

Full Name Signature of Contractor



Hony. General Secretary, TCA

does not accept any responsibility for the correctness or completeness of this Schedule “A” and this Schedule “A” is liable to alterations by omissions, deductions or additions at the discretion of the Hony. General Secretary, Tripura Cricket Association or as set forth in the conditions of the contract. The Schedule “A” shall contain the items of work indicated as Part-I. The Item rate quoted by the contractor shall be applicable only to Part-I. The tenderers will have to state clearly their willingness to execute the work at certain specific rate of excess or less or at per of the ECV indicated in Part-I at the space provided therein in Schedule “A”. The tenderer should however quote his lump sum tender based on this Schedule of quantities. He should quote his offer as an Item rate tender . The Item rate tender should be written in both words and figures. The tender offer i.e. Item rate shall be written both in figures and words legibly and free from errors.

- 12.2 The Schedule “A” contain only the quantities . The tenderer should workout his own rates keeping in view the work site conditions and quote his Item rate tender with which he intends to execute the work.
- 12.3 The tender offer shall be for the whole work and not for individual items / part of the work.
- 12.4 All duties, taxes/GST and other levies payable by the contractor as per State / Central Government rules shall be included in the tender rate quoted by the tenderer.
- 12.5 The tendered contract amount as computed based on Item rate is subject to variation during the performance of the Contract in accordance with variation in quantities etc.

13. Validity of Tenders:

- 13.1 Tenders shall remain valid for a period of not less than **3 (three) months** from the last date for receipt of Tender specified in NIT.
- 13.2 During the above-mentioned period, no plea by the tenderer for any sort of modification of the tender based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.
- 13.3 In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting authority may request the tenderers to extend the period of validity for a specified additional period. Such request to the Tenderers shall be made in writing. A Tenderer may refuse the request without forfeiting his E.M.D. A Tenderer agreeing to the request will not be permitted to modify his Tender, but will be required to extend the validity of his E.M.D. for a period of the extension.

14. Earnest Money Deposit

- 14.1 The Tenderer shall furnish, Earnest Money Deposit Rs 50,000/- along with the tender. (As specified in NIT)
- This earnest money deposit (EMD) can be in the form of :
- A bank demand draft on any scheduled bank / Nationalized bank.
 - Deposit at call on any scheduled bank / Nationalized bank.
- 14.2 Demand Drafts furnished towards EMD along with tender shall be valid for a period of **3 (three) months** from the last date of receipt of tender or more.
- 14.3 Earnest money given by all tenderers except the lowest and 2nd lowest tenderer should be refunded within a week from the date of receipt of tenders . Earnest money of the 2nd lowest tenderer will be refunded on finalization of the tender or expiry of the validity period whichever is earlier.
- 14.4 The earnest money deposited by the successful tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender.
- 14.5 The E.M.D. shall be forfeited.
- In 50% , if the Tenderer withdraws the Tender during the validity period of Tender.**
 - In full, In case the contractor fails to commence the work specified in the tender documents on 15th day or such time period as mentioned in letter of award after the date on which the Curator -In-Charge / Hony. General Secretary, Tripura Cricket

Full Name Signature of Contractor



Hony. General Secretary, TCA

Association issues written orders to commence the work, or from the date of handing over of the site, whichever is later.

15. Alteration

- 15.1 No alteration which is made by the tenderer 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 tender will be void.

D. SUBMISSION OF TENDERS.

16 Submission of Tenders:

- 16.1 The Tenderers who are desirous of participating shall submit their tender in the Standard formats prescribed in the Tender documents. The tenderers shall sign on all the statements, documents, certificates owning responsibility for their correctness / authenticity.
- 16.2 As per NIT
- 16.3 Any other condition regarding receipt of tenders in conventional method appearing in Tender document may be treated as Non-applicable.

17 Last date / time for Submission of the Tenders.

- 17.1 Tenders must be submitted not later than the date and time specified in NIT.
- 17.2 The Hony. General Secretary may extend the dates for issue and receipt of Tenders by issuing an amendment in which case all rights and obligations of the Hony. General Secretary and the tenderers will remain same as previously.

18 Late Tenders.

- 18.1 Tenders will not be received after the last date / time prescribed in NIT.

E. TENDER OPENING AND EVALUATION

19 Tender opening

- 19.1 The tender will be opened by the concerned Hony. General Secretary at the time and date as specified in the tender documents. All the Statements, documents, certificates, Demand Draft / Bank Guarantee etc., be submitted by the Tenders will be verified during opening of the tenderer.

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

- 19.2 Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence Conditions the Tender accepting authority shall communicate the same which will be binding both on the tender Opening authority and the Tenderer. In case of any ambiguity, the decision taken by the Tender Accepting Authority on tenders shall be final.

20 Evaluation and Comparison of tender rate

- 20.1 The Hony. General Secretary, Tripura Cricket Association will evaluate and compare the tender rates of all the qualified Tenderers.
- 20.2 Negotiations at any level may be conducted with the lowest tenderer prior to finalization of the tender for acceptance if desired by the authority.

Full Name Signature of Contractor



Hony. General Secretary, TCA

21 Discrepancy in Tender rate quoted.

21.1 In case of any discrepancy between the Item rate tender quoted in words and figures, the lowest percentage quoted shall prevail.

22 Process to be Confidential.

22.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced by the tender accepting authority. Any effort by a Tenderer to influence the processing of Tenders or award decisions may result in the rejection of his Tender.

22.2 No Tenderer shall contact the Hony. General Secretary, Tripura Cricket Association or any authority concerned with finalization of tenders on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Hony. General Secretary, Tripura Cricket Association, it should do so in writing.

22.3 Before recommending / accepting the tender, the tender 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 tenderer may be called for.

F. AWARD OF CONTRACT**23 Award Criteria**

23.1 The Hony. General Secretary, Tripura Cricket Association will award or recommend to the Competent tender accepting authority for award of the contract to the Tenderer who is found Technically qualified as per the Tender conditions and whose offer rate is lowest.

23.2 The tender accepting authority reserves the right to accept or reject any Tender or all tenders and to cancel the Tendering process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the reasons for such action.

24 Notification of Award and Signing of Agreement.

24.1 The Tenderer whose Tender has been accepted will be notified of the award of the work by the Hony. General Secretary, Tripura Cricket Association prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") will indicate the sum that the TCA will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Amount").

24.2 When a tender is to be accepted the concerned tenderer shall attend the office of the Hony. General Secretary, Tripura Cricket Association concerned on the date fixed in the Letter of acceptance. Upon intimation being given by the Hony. General Secretary of acceptance of his tender, the tenderers shall make payment of the additional security deposit wherever needed by way of Demand Draft or Deposit at call obtained from a Nationalized / Scheduled Bank with required validity period and sign an agreement in the form prescribed by the Association for the due fulfillment of the contract. Failure to attend the Hony. General Secretary, Tripura Cricket Association's office on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money deposited. The written agreement to be entered into between the contractor and the TCA shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contract on behalf of the TCA.

Full Name Signature of Contractor



Hony. General Secretary, TCA

24.3 The successful tenderer has to sign an agreement **within a period of 15 days from the date of receipt** of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

25 Corrupt or Fraudulent Practices

25.1 The TCA require that the Tenderers / suppliers / contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy of TCA

- (a) Define for the purposes of the provision, the terms set forth below as follows:
 - (i) "Corrupt practices" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a TCA official in procurement process or in contract execution: and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the TCA and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish in Tender prices at artificial non-competitive levels and to deprive the TCA of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a TCA Contract.
- (d) Further more, Tenderers shall be aware of the provisions stated in the General Conditions of Contract.

Full Name Signature of Contractor



Hony. General Secretary, TCA

SECTION - III

FORMS OF TENDER

QUALIFICATION INFORMATION

Full Name Signature of Contractor



Hony. General Secretary, TCA

Annexure –I**DECLARATION**

I / we have gone through carefully all the Tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Tripura Cricket Association 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 Tenderer

Full Name Signature of Contractor



Hony. General Secretary, TCA

SECTION- IV

CONDITIONS OF CONTRACT

Full Name Signature of Contractor



Hony. General Secretary, TCA

TENDER**Date:****To****The Hony. General Secretary,
Tripura Cricket Association,
Agartala, West Tripura.**

Sir,

I / We do hereby tender and if this tender be accepted, under take to execute the following work viz.

Name of work: - Construction of pure sand cricket field at K. C. Girls School ground, Kamalpur, Dhalai Tripura/2nd call.

. DNIT No. 12/TCA/AGT/17-18.

As shown in the drawings and described in the specifications deposited in the office of **the Hony. General Secretary, Tripura Cricket Association, Agartala, West Tripura** with such variations by way of alterations or additions to, and omissions from the said works and method of payment as provided for in the “conditions of the contract” for the sum of Rupees **(To Be Filled In During Signing Of Agreement)** or such other sum as may be arrived under the clause of the standard preliminary specifications relating to “Payment on lump-sum basis or by final measurement at unit rates”

I/WE have also quoted percentage excess or less on E.C.V., in Schedule ‘A’ Part-I, annexed (in words and figures) for which I/We agree to execute the work when the lump sum payment under the terms of the agreement is varied by payment on measurement quantities.

I/WE have quoted Percentage excess or less on E.C.V., in Schedule ‘A’ Part – I both in words & figures. In case of any discrepancy between the Percentage excess or less on E.C.V., in words and figures, the lowest rates quoted only shall prevail.

I/WE agreed to keep the offer in this tender valid a period of **3(three) months** mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited to Tripura Cricket Association.

I/WE hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and the preliminary specifications and that I/We have made such examination of the contract documents and the plans, specifications and quantities and of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the Government based upon or arising out of any alleged misunderstanding or misconception /or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.

Full Name Signature of Contractor



Hony. General Secretary, TCA

I/WE enclosed to my/our application for tender a crossed Demand Draft / D. Call (No..... dated:) for Rs as earnest money not to bear interest.

I/WE shall not assign the contractor or sublet any portion of the same.

IF MY/OUR tender is not accepted the sum shall be returned to me/us on application when intimation is sent to me/us of rejection or at the expiration of **3(three) months** from last date of receipt of this tender, whichever is earlier. If my/our tender is accepted the earnest money shall be retained by the Government as security for the due fulfillment of this contract. If upon written intimation to me/us by the Hony. General Secretary's Office, I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us by the Hony. General Secretary or acceptance of my/our tender, and if I/We fail to make the additional security deposit or to enter into the required agreement as defined in condition-3 of the tender notice, then I/We agree the forfeiture of the earnest money. Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us hereunder shall be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by post to (registered or ordinary) or left at my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time wherein due course of post it would be delivered at the address to which it is sent.

I/WE fully understand that the written agreement to be entered into between me/us and TCA shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of TCA.

TENDERERS / CONTRACTOR'S CERTIFICATE.

- (1) I/WE hereby declare that I/We have perused in detail and examined closely the Standard Specifications, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I/We tender, before I/We submit such tender and agree to be bound and comply with all such specifications for this agreement.
- (2) I/WE certify that I/We have inspected the site of the work before quoting my Percentage excess or less on ECV, I /We have satisfied about the quality, availability and transport facilities for stones, sand and other materials.
- (3) I/WE am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.
- (4) I/WE hereby declare that I/We will pay an additional security deposit in terms of conditions, in case if my / our offer is less than (-)15%.
- (5) I/WE hereby declare that I/We **will not** claim any price escalation if the estimated cost for the work is less than Rs. 1.00 Crore & time for completion is less than or equal to **24(twenty four) months.**

Full Name Signature of Contractor



Hony. General Secretary, TCA

- (6) a) I/WE declare that I/WE will procure all the required construction materials (except stipulated materials) including earth, turfing etc. and use for the work after approval of the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association. The responsibility for arranging and obtaining the land for borrowing or exploitation in any other way shall rest with me/us for the materials for construction, I/WE shall ensure smooth and un-interrupted supply of materials.
- b) I/WE declare that the responsibility for arranging and obtaining the land for disposal of spoil/soil not useful for construction purposes shall rest with me/us.
- c) I/WE declare that I/WE shall not claim any compensation or any payment for the land so arranged for disposal of soil and the land for borrow area. My/our quoted Item rate excess or less ECV., are inclusive of the land so arranged and I/We will hand over the land so arranged for disposal of soil to; the department after completion of work.
- d) I/WE declare that I/WE will not claim any extra amount towards any material used for the work other than the quoted works for respective schedule 'A' items.
- (7) I/WE declare that I/WE will execute the work as per the mile stone programme, and if I/WE fail to complete the work as per the mile stone programme I abide by the condition to recover liquidated damages as per the tender conditions.
- (8) I/WE declare that I/WE will abide for settlement of disputes as per the tender conditions.

DECLARATION OF THE TENDERER.

- 1) I/WE have not been black listed in any department due to any reasons.
- 2) I/WE have not been demoted to the next lower category for not filing the tenders after buying the tender schedules in a whole year and my/our registration has not been cancelled for a similar default in two consecutive years.
- 3) I/WE agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our tender.

Address of the Tenderer :

Phone No.:

Note: If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence.

SIGNATURE



Full Name Signature of Contractor

Hony. General Secretary, TCA

CONDITIONS OF CONTRACT

A. GENERAL

1. Interpretation:

- 1.1 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice-versa. Headings have no significance. Works have their normal meaning under the language of the contract unless specifically defined. The Engineers-In-Charge will provide instructions clarifying queries about the conditions of Contract.
- 1.2 The documents forming the Contract shall be interpreted in the following order of priority:
- 1) Agreement
 - 2) Letter of Acceptance, notice to proceed with the works
 - 3) Contractor's Tender.
 - 4) Conditions of contract
 - 5) Specifications
 - 6) Drawings
 - 7) Bill of quantities.
 - 8) Any other document listed as forming part of the Contract.

2. Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association's Decisions:

- 2.1 Except where otherwise specifically stated, the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association will decide the contractual matters between the Department and the Contractor in the role representing the Department.

3. Delegation:

- 3.1 The Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association may delegate any of his duties and responsibilities to other officers and may cancel any delegation by an official order issued.

4. Communications:

- 4.1 Communications between parties, which are referred to in the conditions, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act)

5. Other Contractors:

- 5.1 The Contractor shall cooperate and share the Site with other contractors, Public authorities, utilities, and the TCA. The Contractor shall also provide facilities and services for them as directed by the Curator -In-Charge / Hony. General Secretary, Tripura Cricket Association.

6. Personnel:

- 6.1 The Contractor shall employ the required Key Personnel named in the Schedule of Key Personnel to carry out the functions stated in the Schedule or other personnel approved by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association. The Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association will approve any proposed replacement of Key Personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 6.2 Failure to employ the required technical personnel by the contractor the following amounts will be recovered from the contractor over and above the provision made in part two of schedule-A from the contractors bills
- 6.3 .The technical personnel should be on full time and available at site whenever required by Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association to take instructions.

Full Name Signature of Contractor



Hony. General Secretary, TCA

- 6.4 The names of the technical personnel to be employed by the contractor should be furnished in the statement enclosed separately.
- 6.5 In case the contractor is already having more than one work on hand and has undertaken more than one work at the same time, he should employ separate technical personnel on each work.
- 6.6 If the contractor fails to employ technical personnel the work will be suspended or department will engage a technical personnel and recover the cost thereof from the contractor.
- 6.7 If the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association asks the Contractor to remove a person who is a member of Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the site forthwith and has no further connection with the work in the contract.
- 7. Contractor's Risks:**
- 7.1 All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the contract are the responsibility of the Contractor.
- 8. Insurance:**
- 8.1 The Contractor shall provide, in the joint names of the Contractor and the contractor, insurance cover from the Start Date to the end of the Contractor's Liability Period i.e., **12(twelve) months** after completion for the following events which are due to the Contractor's risks.
- Loss of or damage to the Works, Plant and Materials;
 - Loss of or damage to the Equipment;
 - Loss of or damage of property in connection with the Contract; and
 - Personal injury or death of persons employed for construction.
- 9. Site Inspections:**
- 9.1 The contractor should inspect the site and also proposed quarries of choice for materials source of water and quote his percentage including quarrying, conveyance and all other charges etc.
- 9.2 The responsibility for arranging the land for borrow area rests with the Contractor and no separate payment will be made for procurement or otherwise. The contractor's quoted percentage will be inclusive of land cost.
- 10. Contractor to Construct the Works:**
- 10.1 The Contractor shall construct and Commission the Work in accordance with the specifications and Drawings.
- 11. Diversion of streams / Drains.**
- 11.1 The contractor shall at all times carry out construction of cross drainage works in a manner creating least interference to the natural flow of water while consistent with the satisfactory execution of work. A temporary diversion shall be formed by the contractor at his cost where necessary. No extra payment shall be made for this work.
- 11.2 No separate payment for bailing out sub-soils, water drainage or locked up rain water for diversion, shoring, foundations, bailing of pumping water either from excavation of soils from foundations or such other incidental will be paid. The percentage to be quoted by the contractor are for the finished item of work in situ and including all the incidental charges. The borrow pits are also to be de-watered by the contractor himself at his expense, if that should be found necessary.
- 11.3 The work of diversion arrangements should be carefully planned and prepared by the contractor and forwarded to the Hony. General Secretary technically

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substantiating the proposals and approval of the Hony. General Secretary obtained for execution.

- 11.4 The contractor has to arrange for bailing out water, protection to the work in progress and the portion of works already completed and safety measures for men and materials and all necessary arrangements to complete the work.
- 11.5 All the arrangements so required should be carried out and maintained at the cost of the contractor and no separate or additional payments is admissible.
- 11.6 **Coffer Dams.**
Necessary cofferdams and ring bunds have to be constructed at the cost of contractor and same are to be removed after the completion of the work. The contractor has to quote his percentage keeping the above in view.
- 12. Power Supply.**
- 12.1 The contractor shall make his own arrangements for obtaining power from the Electricity department at his own cost. The contractor will pay the bills of Electricity Department for the cost of power consumed by him.
- 12.2 The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under Rule-45(I) of the Indian Electricity Rules, 1956 as amended from time to time and other pertinent rules.
- 12.3 The power shall be used for bonafide Departmental work only.
- 13. Temporary Diversions (Works on roads)**
- 13.1 The contractor shall at all times carryout work on the roads in a manner creating least interference to the flow of traffic while consistent with the satisfactory execution of the same. For all works involving improvements to the existing roads, the contractor shall in accordance with the directions of the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association provide and maintain during the execution of the work a passage for traffic, either along a part of the existing carriage way under improvement or along a temporary diversion constructed close to the roads.
- 13.2 If in the opinion of the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association, it is not possible to pass the traffic on part width of the carriage-way for any reason, a temporary diversion close to the road shall be constructed as directed. It shall be paved with the materials such as hard moorum, gravel and stone, metal to the specified thickness as directed by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association. In all cases, the alignment, gradients and surface type of the diversion including its junctions, shall be approved by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association before the highway is closed to traffic.
- 13.3 The contractor shall take all necessary measures for the safety of traffic during construction and provide erect and maintain such barricades, including signs, markings, flags lights and information and protection of traffic approaching or passing through the section of the highway under improvement. Before taking up any construction, an agreed phased programme for the diversion of traffic on the highway shall be drawn up in consultation with the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association.
- 13.4 The barricades erected on either side of the carriage way portion of the carriage way closed to traffic, shall be of strong design to resist violation and painted with alternative black and white stripe. Warnings lights shall be mounted on the barricades at night and kept lit throughout from sunset to sunrise.
- 14. Ramps:**

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Ramps required during execution may be formed wherever necessary and same are to be removed after completion of the work. No separate payment will be made for this purpose.

15. Monsoon Damages:

Damages due to rain or flood either in cutting or in banks shall have to be made good by the contractor till the work is handed over to the Tripura Cricket Association. The responsibility of de-silting and making good the damages due to rain or flood rests with the contractor. No extra payment is payable for such operations and the contractor shall therefore, have to take all necessary precautions to protect the work done during the construction period.

16. The works to be Completed by the Intended Completion Date:

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Curator -In-Charge / Hony. General Secretary, Tripura Cricket Association, and complete the work by the Intended Completion Date.

17. Safety:

17.1 The Contractor shall be responsible for the safety of all activities on the Site.

18. Discoveries:

18.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the TCA. The Contractor is to notify the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association of such discoveries and carry out the Engineer-In-Charge / Hony. General Secretary, Tripura Cricket Association's instructions for dealing with them.

19. Possession of the Site.

19.1 The Tripura Cricket Association shall give possession of the site to the Contractor. If possession of a part site is given, the Tripura Cricket Association will ensure that the part site so handed over is amenable to carryout the work at site by the Contractor.

20. Access to the Site:

20.1 The Contractor shall provide the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association and any person authorized by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association, access to the site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

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21. Instructions:

21.1 The Contractor shall carry out all instructions of the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association and comply with all the applicable local laws where the Site is located.

22. Settlement of disputes:

22.1 Not Applicable.

22.2 If the Engineer-In-Charge / Hony. General Secretary, Tripura Cricket Association fails to give notice of his decision in writing within a period of twenty days after being requested or if the Contractor is dissatisfied with the notice of the decision of the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association, the Contractor may within fifteen days after receiving the notice of decision appeal to the concerned Board of Tripura Cricket Association who shall after affording opportunity of being heard shall give notice of his decision within a period of thirty days. After Hony. General Secretary, Tripura Cricket Association 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 fifteen days from receipt of such notice the said decision shall remain final and binding on both side. If the Hony. General Secretary, Tripura Cricket Association fails 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:-

SETTLEMENT OF CLAIMS:

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

- a) Claims up to a value of Rupees 50,000/-
 - Hony. General Secretary TCA
- b) Claims above Rs.50,000/-
 - Another Arbitrator appointed by the Tripura Cricket Association.
 -

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

The arbitrator shall state his reasons in passing the award.

A reference for adjudication under this clauses shall be made by the contractor within **6(six) months** from the date of intimating the contractor of the preparation of final bill or his having accepted payment which ever is earlier. Only contracts executed in Tripura shall have jurisdiction for any suit arising out of this contract. More particularly no suit shall be instituted or entertained in any court outside the state arising out of contract.

A. TIME FOR COMPLETION**23. Program:**

23.1 The total period of completion is **9 (Nine) months** from the date of entering with agreement to proceed including rainy season. Keeping in view, the schedule for handing over of site, the work should be programmed such as to achieve the mile-stones as in "Rate of progress statement" enclosed.

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- 23.2 The attention of the tenderer is directed to the contract requirement at the time of beginning of the work, the rate of progress and the dates for the whole work and its several parts as per milestones. The following rate of progress and proportionate value of work done from time to time as will be indicated by the Hony. General Secretary's Certificate for the value of work done and completion of mile-stones will be required. Date of commencement of their programme will be the date for concluding agreement.
- 23.3 After signing the agreement, the contractor shall forthwith begin the work, shall regularly and continuously proceed with them.
- 23.4 Rate of progress :
- i) Work programme of achieving the milestones (Statement).
 - ii) Site Schedule of program of handing over Site to the Contractor. (Statement).
- 23.5 The contractor shall commence the works on site within the period specified under condition after the receipt by him of a written order to this effect from the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association, and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association, or be wholly beyond the contractor's control.
- 23.6 Same in so far as the contractor may prescribe, the extent of portions of the site of which the contractor is to be given possession from time to time and the order in which such portions shall be made available to him and, Subject to any requirement in the contract as to the order in which the works shall be executed, the Hony. General Secretary's written order to commence the works, give to the contractor possession of so much of the site as may be required to enable the contractor to commence proceed with the execution of the works in accordance with the programme if any, and otherwise in accordance with such reasonable proposals of the contractor as he shall by written notice to the Hony. General Secretary, Tripura Cricket Association, make and will from time to time as the works proceed, give to the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with the execution of the works with due dispatch in accordance with the said programme or proposals as the case maybe ; if the contractor suffers delay or incurs cost from failure on the part of the Hony. General Secretary, Tripura Cricket Association to give possession in accordance with the terms of this clause, the Hony. General Secretary, Tripura Cricket Association shall grant an extension of time for the completion of works.
- 23.7 The contractor shall bear all costs and charges for special or temporary way leases required by him in connection with access to the site. The contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purposes of the work.
- 23.8 Subject to any requirement in the contract as to completion of any section of the works before completion of the whole of the works shall be completed in accordance with provisions of clauses in the Schedule within the time stated in the contract calculated from the last day of the period named in the statement to the

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tender as that within which the works are to be commenced or such extended time as may be allowed.

23.9 Delays and extension of time:

No claim for compensation on account of delays or hindrances to the work from any cause whatever shall lie, except as hereafter defined. Reasonable extension of time will be allowed by the Hony. General Secretary or by the office competent to sanction the extension, for unavoidable delays, such as may result from causes, which in the opinion of the Hony. General Secretary, are undoubtedly beyond the control of the contractor. The Hony. General Secretary shall assess the period of delay or hindrance caused by any written instructions issued by him, at twenty five per cent in excess of the actual working period so lost.

In the event of the Hony. General Secretary failing to issue necessary instructions and thereby causing delay and hindrance to the contractor, the latter shall have the right to claim an assessment of such delay by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association of the Circle whose decision will be final and binding. The contractor shall lodge in writing with the Hony. General Secretary, Tripura Cricket Association a statement of claim for any delay or hindrance referred to above, within fourteen days from its commencement, otherwise no extension of time will be allowed.

Whenever authorized alterations or additions made during the progress of the work are of such a nature in the opinion of the Hony. General Secretary as to justify an extension of time in consequence thereof, such extension will be granted in writing by the Hony. General Secretary or other competent authority when ordering such alterations or additions.

24. Construction Programme:

24.1 The Contractor shall furnish within 1(one) month of the order of the work a programme showing the sequence in which he proposed to carry out the work, monthly progress expected to be achieved, also indicating date of procurement of materials plant and machinery. The schedule should be such that it is practicable to achieve completion of the whole work within the time limit fixed and in keeping with the Mile stone programme specified and shall obtain the approval of the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association. Further rate of the progress as in the program shall be kept up to date. In case it is subsequently found necessary to alter this program, the contractor shall submit sufficiently in advance the revised program incorporating necessary modifications and get the same approved by the Engineer-In-Charge / Hony. General Secretary, Tripura Cricket Association. No revised program shall be operative with out approval of Engineer-In-Charge / Hony. General Secretary, Tripura Cricket Association.

24.2 The Hony. General Secretary, Tripura Cricket Association shall have all times the right, without any way violating this contract, or forming grounds for any claim, to alter the order of progress of the works or any part thereof and the contractor shall after receiving such directions proceed in the order directed. The contractor shall also report the progress to the Hony. General Secretary, Tripura Cricket Association within 7 days of the direction to alter the order of progress of works.

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Hony. General Secretary, TCA

24.3 The Contractor shall give written notice to the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawings or order including a direction, instruction or approval is issued by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

25. Speed of Work:

25.1 The Contractor shall at all times maintain the progress of work to conform to the latest operative progress schedule approved by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association. The contractor should furnish progress report indicating the programme and progress once in a month. The Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association may at any time in writing direct the contractor to slow down any part or whole of the work for any reason (which shall not be questioned) whatsoever, and the contractor shall comply with such orders of the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association. The compliance of such orders shall not entitle the contractor to any claim of compensation. Such orders of the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association for slowing down the work will however be duly taken into account while granting extension of time if asked by the contractor for which no extra payment will be entertained.

25.2 Delays in Commencement or progress or neglect of work and forfeiture of earnest money, Security deposit and withheld amounts:

If, at any time, the Curator -In-Charge / Hony. General Secretary, Tripura Cricket Association shall be of the opinion that the Contractor is delaying Commencement of the work or violating any of the provisions of the Contractor is neglecting or delaying the progress of the work as defined by the tabular statement. "Rate of progress" in the Articles of Agreement", he shall so advise the Contractors in writing and at the same time demand compliance in accordance with conditions of Tender notice. If the Contractor neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time there after, be lawful for the Curator -In-Charge / Hony. General Secretary, Tripura Cricket Association to take suitable action in accordance with Clause of contract.

26. Suspension of works by the Contractor:

26.1 If the Contractor shall suspend the works, or sublet the work without sanction of the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association, or in the opinion of the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association shall neglect or fail to proceed with due diligence in the performance of his part of the Contract as laid down in the Schedule rate of progress, or if he shall continue to default or repeat such default in the respects mentioned in relevant clause of contract , Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association shall take action in accordance with Clause(s).

Full Name Signature of Contractor



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26.2 If the Contractor stops work for 28 days and the Stoppage has not been authorized by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association the Contract will be terminated under relevant Clause.

26.3 If the Contractor has delayed the completion of works, the Contract will be terminated as per clause applicable to the contract.

27. Extension of the Intended Completion Date:

27.1 The Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association shall extend or recommend for extension, in accordance with the Government orders in force, the Intended Completion Date if a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

27.2 The Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Delays Ordered by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association:

28.1 The Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association may instruct the Contractor to delay the start or progress of any activity within the Work.

29. Early Warning:

29.1 The contractor is to warn the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association at the earliest opportunity of specific likely future events or circumstances that may adversely affect the Execution of Works.

29.2 The Contractor shall cooperate with the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Curator -In-Charge / Hony. General Secretary, Tripura Cricket Association.

Full Name Signature of Contractor



Hony. General Secretary, TCA

B. QUALITY CONTROL

30. Identifying Defects:

30.1 The Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association may instruct the Contractor to verify the Defect and to uncover and test any work that the Engineer considers may be a Defect.

31. Tests:

31.1 If the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the Contractor shall pay for the test and any samples.

32. Correction of Defects:

32.1 The Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins on Completion. The defects liability period shall be extended for as long as defects remain to be corrected by the Contractor.

32.2 Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer-In-Charge / Hony. General Secretary, Tripura Cricket Association's notice.

33. Uncorrected Defects:

33.1 If the contractor has not corrected the defect within the time specified in the Curator Curator -In-Charge / Hony. General Secretary, Tripura Cricket Association's notice, the Curator -In-Charge / Hony. General Secretary, Tripura Cricket Association will assess the cost of having the defect corrected and the contractor will pay this amount.

33.2 The Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association may also introduce check lists which shall be kept in Bound registers by the construction supervision staff. The contractor may be required to fill up these lists in the first instance and shall be subsequently checked by the Construction / Quality Control Engineers

34. Quality Control:

In addition to the normal inspection by the regular staff in charge of the Construction of work, the work will also be inspected by the Hony. General Secretary / Curator if any sub-standard work or excess payments are noticed with reference to measurement books etc., during inspection, action will be taken based on their observations and these will be effected by the Curator -In-Charge / Hony. General Secretary, Tripura Cricket Association of the execution of the work.

For all works costing more than Rs.1.00 Crore the Contractor shall submit quality plan and also show proof of owning quality lab or tie-up with an established quality lab.

Full Name Signature of Contractor



Hony. General Secretary, TCA

C. COST CONTROL

35. Bill of Quantities:

35.1 The Bill Quantities shall contain items for the construction work to be done by the Contractor.

36. Changes in the Quantities:

36.1 The contractor is bound to execute all supplemental works that are found essential, incidental and inevitable during execution of main work.

36.2 The payment of rates for such supplemental items of work will be regulated as under;

Supplemental items directly deducible from similar items in the original agreement.

36.2.1 The rates shall be derived by adding to or subtracting from the agreement rate of such similar item the cost of the difference in the quantity of materials labour between the new items and similar items in the agreement worked out with reference to the Tripura Schedule of Rates or any other rate (s) adopted in the sanctioned estimate with which the tenders are accepted plus or minus over all tender percentage.

36.2.2 (a) Similar items but the rates of which cannot be directly deduced from the original agreement.

(b) Purely new items, which do not correspond to any item in the agreement.

36.2.3 The rates of all such items shall be Estimated Rates plus or minus overall Tender premium.

37. Extra Items:

37.1 Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association. The rates for extra items shall be worked out by the Hony. General Secretary as per the conditions of the Contract and the same are binding on the Contractor.

37.2 The contractor shall before the 15th day of each month, submit in writing to the Hony. General Secretary a statement of extra items if any that they have executed during the preceding month failing which the contractor shall not be entitled to claim any.

37.3 Entrustment of additional items:

37.3.1 Where ever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor dispensing with tenders and if the value of such items exceeds the limits up to which the officer is empowered to entrust works initially to contractor without calling for tenders, approval of next higher authority shall be obtained. Entrustment of such items on nomination shall be at rates not exceeding the estimated rates.

37.3.2 Entrustment of the additional items contingent on the main work will be authorized by the officers up to the monetary limits up to which they themselves are competent to accept items in the original agreement so long as the total amounts up to which they are competent to accept in an original agreement rates for such items shall be worked out in accordance with the procedure accepted by the competent authority.

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37.3.3 Entrustment of either the additional or the supplemental items shall be subject to the provisions of the agreement entered into by a Competent Authority after the tender is accepted.

38. Payments: As per Annexure – A of the DNIT.

38.1 **Payments and Certificates: As per Annexure – A of the DNIT.**

38.2 **Intermediate Payments: As per terms and condition**

39. **Certificate of Completion of works: As per Annexure – A of the DNIT.**

40. **Taxes included in the Tender:**

The rate quoted by the contractor shall be deemed to be inclusive of the sales/GST and other levies, duties, royalties, cess, toll taxes of Central and State Governments, local bodies and authorities that the contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

In addition to deduction of Income Tax & other such levies, duties, royalties, cess, toll tax at source, Tripura sales tax/GST shall also be deducted at source from the bills of the contractor(s) at the rates indicated below:

ii) Compulsory deduction for all works – **1(one)% cess** on the gross payable amount of running/ final bill as per “Building and other construction workers welfare Cess Act, 1996.

40.1 Any Central or State sales and other taxes including GST/VAT on completed items of works of this contract as may be levied and paid by the contractor shall be reimbursed by the TCA to the contractor on proof of payment to the extent indicated in Part-II of Schedule-A.

41. **Schedule of payment:** *Enclosed separate payment schedule.*

42. Retention: As per Annexure – A of the DNIT.

43. Liquidated Damages:

43.1 If for any reason, which does not entitle the contractor to an extension of time, the rate of progress of works, or any section is at any time, in the opinion of the Hony. General Secretary, Tripura Cricket Association too slow to ensure completion by the prescribed time or extended time for completion Hony. General Secretary, Tripura Cricket Association shall so notify the contractor in writing and the contractor shall there upon take such steps as are necessary and the Hony. General Secretary, Tripura

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Cricket Association may approve to expedite progress so as to complete the works or such section by the prescribed time or extended time. The contractor shall not be entitled to any additional payment for taking such steps. If as a result of any notice given by the Hony. General Secretary, Tripura Cricket Association under this clause the contractor shall seek the Hony. General Secretary, Tripura Cricket Association permission to do any work at night or on Sundays, if locally recognized as days or rest, or their locally recognized equivalent, such permission shall not be unreasonably refused.

44 Mobilization Advance

44.1 Not Applicable.

44.2 Not Applicable

44.3 Not Applicable

44.4 Not Applicable

44.5 Not Applicable

44.6 Recovery of advances :

44.6.1 Not Applicable

45 Securities:

46 Cost of Repairs:

46.1 Loss or damage to the Works or materials to the Works between the Start Date and the end of the Defects Correction Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

47 Completion:

47.1 The Contractor shall request the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association to issue a Certificate of completion of the Works and the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association will do so upon deciding that the work is completed.

48 Taking Over:

48.1 The Department shall takes over the Site and the Works within seven days of the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association issuing a certificate of Completion.

49. Final Account: As per Annexure – A of the DNIT.

50. Termination:

50.1 The TCA may terminate the Contract if the contractor causes a fundamental breach of the Contract.

50.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- a) The Contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Engineer-In-Charge / Hony. General Secretary, Tripura Cricket Association.
- b) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.

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- c) The Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Curator -In-Charge / Hony. General Secretary, Tripura Cricket Association; and
- d) The Contractor does not maintain a security which is required and
- e) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined.
- f) If the contractor, in the judgment of the Department has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment o the TCA and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the TCA of the benefits of free and open competition.

50.3 Notwithstanding the above, the TCA may terminate the contract for convenience.

50.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secured leave the Site as soon as reasonably possible.

50.5 When the contractor has made himself liable for action under any of the cases aforesaid under clause 54.2 the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association on behalf of the Governor of Tripura shall have powers---

- (a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association shall be conclusive evidence). Upon such determination or rescission the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government. If any portion of the Security Deposit has not been paid or received it would be called for and forfeited.
- (b) To employ labour paid by the Tripura Cricket Association and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Curator -in-Charge shall be final and conclusive) against the contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Hony. General Secretary, TCA as to the value of the work done shall be final and conclusive against the contractor provided always that action under the sub-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 paid to the contractor.
- (c) After giving notice to 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

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hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer- in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by TCA under his contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be. If the expenses incurred by the TCA are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.

In the event of anyone or more of the above courses being adopted by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association 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 Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association 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:

Provided further that if any of the recoveries to be made, while taking action as per (b) and/or (c) above, are in excess of the security deposit forfeited, these shall be limited to the amount by which the excess cost incurred by the Department exceeds the security deposit so forfeited.

51. Payment upon Termination:

51.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association shall issue a certificate for the value of the work done less advance payments received upon the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to the Department exceeds any payment due to the Contractor the difference shall be a debt payable to the Department.

52. Property:

52.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the TCA if the Contract is terminated because of Contractor's default.

53. Release from Performance:

53.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the TCA or the Contractor the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association shall certify that the contract has been frustrated. The Contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any work carried out afterwards to which commitment was made.

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F. Special Conditions

54. Water Supply:

The Contractor has to make his own arrangements for water required for the work and to the colonies and work sites, which are to be established by the Contractor.

55. Electrical Power:-

The Contractors will have to make their own arrangements for drawing electric power from the nearest power line after obtaining permission from the power supply authority at his own cost. In case of failure of electricity, the Contractor has to make alternative arrangements for supply of electricity by Diesel Generator sets of suitable capacity at place of work. If the supply is arranged by the TCA, necessary Tariff rates shall have to be paid based on the prevailing rates.

The contractor will pay the bills of Electricity Board for the cost of power consumed by him.

The power shall be used for bonafide TCA works only.

55.1 Electric Power for Domestic Supply:

- a) The contractor has to make his own arrangements for the supply of electric power for domestic purposes and the charges for this purpose have to be paid by him at the rates as fixed by the Power Supply authority from time to time.

- b) The contractor will have to make his own arrangements to lay and maintain the necessary distribution lines and wiring for the camp at his own cost. The layout and the methods of laying the lines and wiring shall have the prior approval of the Engineer-In-Charge / Hony. General Secretary, Tripura Cricket Association. All camp area shall be properly electrified. All lines, streets, approaches for the camp etc., shall be sufficiently lighted for the safety of staff and labour of the contractor, at the cost of the Contractor and it will be subject to the approval of the Engineer-In-Charge / Hony. General Secretary, Tripura Cricket Association.

56. Land:

56.1 Land for Contractor's use:

The contractor will be permitted to use TCA land for execution of work. The contractor shall have to make his own arrangements for acquiring and clearing the site, leveling, providing drainage and other facilities for labour staff colonies, site office, work-shop or stores and for related activities. The Contractor shall apply to the TCA within a reasonable time after the award of the contract and at least 30 days in advance of its use, the details of land required by him for the work at site and the land required for his camp and should any private land which has not been acquired, be required by the contractor for his use. The same may be acquired by the contractor at his own cost by private negotiations and no claim shall be admissible to him on this account.

The Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association reserves the right to refuse permission for use of any TCA land for which no claim or compensation shall be admissible to the contractor. The contractor shall, however, not be required to pay cost or any rent for the TCA land given to him.

56.2 Surrender of Occupied Land:

- a) The TCA land as here in before mentioned shall be surrendered to the Engineer-In-Charge / Hony. General Secretary, Tripura Cricket Association within seven days,

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after issue of completion certificate. Also no land shall be held by the contractor longer than the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association shall deem necessary and the contractor shall on the receipt of due notice from the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association, vacate and surrender the land which the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association may certify as no longer required by the Contractor for the purpose of the work.

- b) The contractor shall make good to the satisfaction of the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association any damage to areas, which he has to return or to other property or land handed over to him for purpose of this work. Temporary structures may be erected by the contractor for storage sheds, offices, residences etc., for non-commercial use, with the permission of the Hony. General Secretary on the land handed over to him at his own cost. At the completion of the work these structures shall be dismantled site cleared and handed over to the Hony. General Secretary. The land required for providing amenities will be given free of cost from TCA lands if available otherwise the contractor shall have to make his own arrangements.

56.3 Contractor not to dispose off Spoil etc. :

The contractor shall not dispose off or remove except for the purpose of fulfillment of this contract, sand, stone, clay ballast, earth, trees and shrubs or other materials obtained in the excavation made or lying on the site of the work, and all such materials and produce shall remain property of the Government. The Department may upon request from the contractor, or if so stipulated in the conditions of the contract allow the contractor to use any of the above materials for the works either free of cost or after payment as may be specifically mentioned or considered necessary during the execution of the work.

57. Roads:

In addition to existing public roads and roads constructed by Government, if any, in work area all additional approach roads inside work area and camp required by the Contractor shall be constructed and maintained by him at his own cost. The layout design, construction and maintenance etc. of the roads shall be subject to the approval of the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association. The contractor shall permit the use of these roads by the Government free of charge.

It is possible that work at, or in the vicinity of the work site will be performed by the Government or by other contractors engaged in work for the Government during the contract period. The contractor shall without charge permit the Government and such other contractor and other workmen to use the access facilities including roads and other facilities, constructed and acquired by the contractor for use in the performance of the works.

The contractor's heavy construction traffic or tracked equipment shall not traverse any public roads or bridges unless the contractor has made arrangement with the authority concerned. In case contractor's heavy construction traffic or tracked equipment is not allowed to traverse any public roads or bridges and the contractor is required to make some alternative arrangements, no claim on this account shall be entertained.

The contractor is cautioned to take necessary precautions in transportation of construction materials to avoid accidents.

58 Payment for Camp Construction:

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No payment will be made to the contractor for construction, operation and maintenance of camp and other camp facilities and the entire cost of such work shall be deemed to have been included in the tendered rate for the various items of work in the schedule of quantities and tenders.

59. Explosive And Fuel Storage Tanks:

No explosive shall be stored within ½ (half) KM of the limit of the camp sites. The storage of gasoline and other fuel oils or of Butane, Propane and other liquefied petroleum gases, shall conform to the regulations of Government of Tripura and Government of India. The tanks, above ground and having capacity in excess of 2000 liters, shall not be located within the camp area, nor within 200m, of any building.

60 Labour:

The contractor shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

Labour importation and amenities to labour and contractor's staff shall be to the contractor's account. His quoted percentage shall include the expenditure towards importation of labour amenities to labour and staff;

The contractor shall, if required by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association, deliver to the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association a written in detail, in such form and at such intervals as the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the contractor on the Site and such information respecting Contractor's Equipment as the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association may require.

61. Transportation of Labour:

The contractor shall make his own arrangement for the daily transportation of the labour and staff from labour camps colonies to the work spot and no labour or staff of the contractor shall stay at the work spot. No extra payment will be made to the contractor for the above transportation of the labour and his quoted percentage to the work shall include the transportation charges of labour from colonies to work spot and back.

The contractor will at all times duly observe the provisions of employment of children Act XXVI of 1938 and any enactment or modification of the same and will not employ or permit any person to do any work for the purpose under the provisions of this agreement in contravention of said Act. The contractor here by agrees to indemnify the department from and against all claims, penalties which may be suffered by the department or any person employed by the department by any default on the part of the contractor in the observance and performance of the provisions of the employment of children Act. XXVI of 1938 or any enactment or modification of the same.

62. Safety Measures:

1. The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative where necessary and shall comply with directions issued by the Hony. General Secretary or on his behalf from time to time and at all times.

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2. Providing protective foot wear to workers situations like mixing and placing of mortar or concrete sand in quarries and places where the work is done under much wet conditions.
3. Providing protective head wear to workers at places like under ground excavations to protect them against rock falls.
4. Providing masks to workers at granulates or at other locations where too much fine dust is floating about and sprinkling water at frequent intervals by water hoses on all stone crushing area and storage bins abate to dust.
5. Getting the workers in such jobs periodically examined for chest trouble due to too much breathing in to fine dust.
6. Taking such normal precautions like fencing and lightening in excavation of trenches, not allowing rolls and metal parts of useless timber spread around, making danger areas for blasting providing whistles etc.
7. Supply workmen with proper belts, ropes etc., when working in precarious slopes etc.
8. Avoiding named electrical wire etc., as they would electrocute the works.
9. Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in around the areas where machines hoists and similar units are working.

63 Fair Wage Clause:

The contractor shall pay not less than fair wages to laborers engaged by him on the work.

“Fair” wages means wages whether for time or piecework notified by the Government from time to time in the area in which the work is situated.

The contractor shall notwithstanding the revisions of any contract to the contrary cause to be paid to the labour, in directly engaged on the work including any labour engaged by the sub-contractor in connection with the said work, as if the laborers had been directly employed by him.

In respect of labour directly or indirectly employed in the works for the purpose of the contractors part of the agreement the contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Government. He shall maintain his accounts and vouchers on the payment of wages to the laborers to the satisfaction of the Hony. General Secretary.

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The Hony. General Secretary shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the laborers and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered by the worker or workers by reason of the "fair wages" clause to the workers.

The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Government from time to time without prejudice to his right to claim indemnity from his sub-contractors.

As per contract labour (Regulation and abolition) Act. 1970 the contractor has to produce the license obtained from the licensing officers of the labour department along with the tender or at the time of agreement.

Any violation of the conditions above shall be deemed to be a breach of his contract.

Equal wages are to be paid for both men and women if the nature of work is same and similar.

The contractor shall arrange for the recruitment of skilled and unskilled labour local and imported to the extent necessary to complete the work within the agreed period as directed by the Hony. General Secretary in writing.

64 Indemnity Bond:

Name of work: - Construction of pure sand cricket field at K. C. Girls School ground, Kamalpur, Dhalai Tripura./2nd call.

DNIT No. 12/TCA/AGT/17-18.

I,, contractor ,
S/o..... aged..... Resident
of
.....do hereby bind myself to pay all the claims may
come (a) under Workmen's Compensation Act. 1933 with any statutory modification
thereof and rules there under or otherwise for or in respect of any damage or
compensation payable in connection with any accident or injury sustained (b) under
Minimum wages Act 1948 (c) under payment of wages Act.1936 (d) under the
Contractor labour (Regulation and Abolition) Act. 1970 by workmen engaged for the
performance of the business relating to the above contract ie., Failing such payment of
claims of workmen engaged in the above work, I abide in accepting for the recovery of
such claims, effected from any of my assets with the departments.

65. Compliance With Labour Regulations:

During continuance of the contract, the contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications that may be issued under any labour law in future either by the State or the Central Government or the local authority and also applicable labour regulations, health and sanitary arrangements for workmen, insurance and other benefits. Salient features of some of the major labour laws that are applicable to construction industry are given below. The contractor shall keep the Department indemnified in case any action is

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taken against Department by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Department is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provision stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the contractor, the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association shall have the right to deduct any money due to the contractor including his amount of performance security. The TCA / Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the TCA.

The employees of the Contractor and the Sub-contractor in no case shall be treated as the TCA at any point of time.

66. Salient features of some major labour laws applicable to establishment engaged in buildings and other construction work:

- a) **Workmen Compensation Act 1923:** - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972:** - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days' (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
 - i) Pension or Family pension on retirement or death as the case may be.
 - ii) Deposit linked insurance on the death in harness of the worker.
 - iii) Payment of P.F. accumulation on retirement/death etc.
- d) **Maternity Benefit Act 1951:** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970:** - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- f) **Minimum Wages Act 1948:** - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the

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employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.

g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.

i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.

l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

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o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

67 Liabilities of the Contractor:

67.1 Accident Relief and workmen compensation:

The contractor should make all necessary arrangements for the safety of workmen on the occurrence of the accident, which results in the injury or death of any of the workmen employed by the contractor, the contractor shall within 24 hours of the happenings of the accident and such accidents should intimate in writing to the concerned Curator-In-Charge / Hony. General Secretary of TCA the act of such accident. The contractor shall indemnify Government against all loss or damage sustained by the TCA resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by TCA as a consequence of TCA failure to give notice under workmen's compensation Act or otherwise conform to the provisions of the said Act. In regard to such accident.

67.2 In the event of an accident in respect of which compensation may become payable under the workmen's compensation Act VIII 23 whether by the contractor, by the Government it shall be lawful for the Hony. General Secretary to retain such sum of money which may in the opinion of the Hony. General Secretary be sufficient to meet such liability. The opinion of the Hony. General Secretary shall be final in regard to all matters arising under this clause.

67.3 The contractor shall at all times indemnify the Govt. of Tripura against all claims which may be made under the workmen's compensation act or any statutory modification thereafter or rules there under or otherwise consequent of any damage or compensation payable in consequent of any accident or injuries sustained or death of any workmen engaged in the performance of the business relating to the contractor.

68 Contractor's Staff, Representatives and Labour:

(a) The contractor shall, at all times, maintain on the works, staff of qualified Engineers, and Supervisors of sufficient experience of similar other jobs to assure that the quality of work turned out shall be as intended in the specifications. The contractor shall also maintain at the works, a Work Manager or sufficient status,

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experience and office and duly authorize him to deal with all aspects of the day-to-day work. All communications to any commitments by the Work Manager shall be considered as binding on the Contractor.

- (b) The Contractor shall at all times submit details of skilled and unskilled labour and equipment employed to the Engineer-In-Charge / Hony. General Secretary, Tripura Cricket Association in prescribed proforma as he may require to assess and ensure the proper progress of work.

69 Accommodation and food:

The contractor should arrange accommodation he needs, at his own cost. The contractor shall make his own arrangements for supply of food grains, fuel and other provision to his staff and laborers including controlled commodities.

70 Relationship :

Contractor shall have to furnish information along with tender, about the relationship he is having with any officer / member of the Tripura Cricket association

71 Protection of adjoining premises:

The contractor shall protect adjoining sites against structural, decorative and other damages that could be caused by the execution of these works and make good at his cost any such damages.

72 Work during night or on Sundays and holidays:

The works can be allowed to be carried out during night, Sundays or authorized holidays in order to enable him to meet the schedule targets and the work shall require almost round the clock working keeping in view:

- (i) The provisions of relevant labour laws being adhered to:
- (ii) Adequate lighting, supervision and safety measures are established to the satisfaction of the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association and
- (iii) The construction programme given by the Contractor and agreed upon by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association envisages such night working or working during Sundays or authorized holidays.

73 Layout of materials stacks:

The contractor shall deposit materials for the purpose of the work on such parts only of the ground as may be approved by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association before starting work. A detailed survey, clearly indicating position and areas where materials shall be stacked and sheds built is to be conducted by the contractor at his own cost and only after obtaining necessary approval of the plan for use of sites by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association, the Contractor can use the sites accordingly.

74 Use of blasting materials:

Procurement of blasting materials and its storage is the responsibility of the contractor. The contractor shall engage licensed blaster for blasting operation. The contractor is to act in accordance with Indian Explosive Act and other rules prevailing, during the execution of work. It is the responsibility of the contractor to

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see, that works by other agencies in the vicinity are not hampered, in such cases if any claim is made by other agencies that should be borne by the contractor. Carriage of blasting materials, from the magazine to the work site, is the responsibility of the contractor.

75 Plant and Equipment:

75.1 The contractor shall have sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress on the work as per the approval progress schedule. The working and shifts hours shall comply with the Govt. Regulations in force.

75.2 It is to expressly and clearly understood that contractor shall make his own arrangements to equip himself with all machinery and special tools and plant for the speedy and proper execution of the work and the department does not undertake responsibility towards their supply.

75.3 The department shall supply such of the machinery that may be available on hire basis but their supply cannot be demanded as matter of right and no delay in progress can be attributed to such non-supply of the plant by the TCA and the TCA cannot be made liable for any damage to the contractor. The Contractor shall be responsible for safe custody of the TCA machinery supplied to him (which will be delivered to contractor at the machinery yard at site of work) and he has to make good all damages and losses if any other than fire, wear and tear to bring it to the conditions that existed at the time of issue to the contractor before handing over the same to the department. The hire charges for the machinery handed over to the contractor will be recovered at the rate prevalent at the time of supply. The contractor will have to execute supplemental agreement with Hony. General Secretary at the time of supply of the machinery. **The hire charge of tools & plants/machineries shall be as follows: As per rule.**

75.4 The acceptance of TCA machinery on hire is optional to the contractor.

76 Inconvenience to public:

The contractor shall not deposit materials at any site, which will cause inconvenience to public. The Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association may direct the contractor to remove such materials or may undertake the job at the cost of the contractor.

77 Conflict of interest:

Any bribe, commission, gift or advantage given, promised or offered by on behalf of contractor or his partner, agent or servant or any one on his behalf to any officer, servant, representatives, agents of Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association, or any persons on their behalf, in relation to the obtaining or to execution of this, or any other contract with Engineer-In-Charge / Hony. General Secretary, Tripura Cricket Association shall in addition to any criminal liability, which it may occur, subject to the cancellation of this or all other contracts and also to payment of any loss or damage resulting from any such cancellation. Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association shall then be entitled to deduct the amount, so payable from any money, otherwise due to the contractor under this or any other contract.

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78 Contract documents and materials to be treated as confidential:

All documents, correspondences, decisions and orders, concerning the contract shall be considered as confidential and/or restricted in nature by the contractor and he shall not divulge or allow access to them by any unauthorized person.

79 General obligations of Contractor:

79.1 The contractor shall, subject to the provision of the contract and with due care and diligence, execute and maintain the works in accordance with specifications and drawings.

79.2 The contractor shall promptly inform the TCA and the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association of any error, omission, fault and tore defect in the design of or specifications for the works which are discovered when reviewing the contract documents or in the process of execution of the works.

79.3 If Contractor believes that a decision taken by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association was either outside the authority given to the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association by the Contract or that the decision was wrongly taken, the decision shall be referred to the technical expert within 14 days of the notification of the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association's decisions.

79.4 Pending finalization of disputes, the contractor shall proceed with execution of work with all due diligence.

80 Security measures:

- a) Security requirements for the work shall be in accordance with the TCA's general requirements including provisions of this clause and the Contractor shall conform to such requirements and shall be held responsible for the actions of all his staff, employees and the staff and employees.
- b) All contractors' employees, representatives shall wear identifications badges provided by the contractor. Badges shall identify the contractor, showing and employee's number and shall be worn at all times while at the site. Individual labour will not be required to wear identification badges.
- c) All vehicles used by the contractor shall be clearly marked with contractor's name.
- d) The contractor shall be responsible for the security of the works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not limited to maintenance of order on the site, provision of all lighting, fencing, guard flagmen and all other measures necessary for the protection of the works within the colonies, camps and elsewhere on the site, all materials delivered to the site, all persons employed in connection with the works continuously throughout working and non working period including nights, Sundays and holidays for duration of the contract.

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- e) Other contractors working on the site concurrently with the contractor will provide security for their own plant and materials. However, their security provisions shall in no way relieve the contractor of his responsibilities in this respect
- f) Separate payment will not be made for provision of security services.

81 Fire fighting measures:

- a) The contractor shall provide and maintain adequate fire fighting equipment and take adequate fire precaution measures for the safety of all personnel and temporary and permanent works and shall take action to prevent damage to destruction by fire of trees shrubs and grasses.
- b) Separate payment will not be made for the provision of fire prevention measures.

82 Sanitation:

The contractor shall implement the sanitary and watch and ward rules and regulations for all forces employed under this contract and if the Contractor fails to enforce these rules, the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association may enforce them at the expenses of the Contractor.

83 Ecological balance:

- a) The contractor shall maintain ecological balance by preventing de-forestation, water pollution and defacing of natural landscape. The contractor shall so conduct his construction operation as to prevent any unnecessary destruction, scarring, or defacing of the natural surrounding in the vicinity of the work. In respect of the ecological balance, Contractor shall observe the following instructions.
 - i) Where unnecessary destruction, scarring, damage or defacing may occur, as result of the operation, the same shall be repaired replanted or otherwise corrected at the contractor's expense. The contractor shall adopt precautions when using explosives, which will prevent scattering of rocks or other debris outside the work area. All work area including borrow areas shall be smoothed and graded in a manner to conform to the natural appearances of the landscape as directed by the Engineer-In-Charge / Hony. General Secretary, Tripura Cricket Association.
 - ii) All trees and shrubbery which are not specifically required to be cleared or removed for construction purposes shall be preserved and shall be protected from any damage that may be caused by the contractor's construction operation and equipment. The removal of trees and shrubs will be permitted only after prior approval by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the contractor shall adequately protect such trees by use of protective barriers or other methods approval by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association. Trees shall not be used for anchorages. The contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs be restored as nearly as practicable without delay to their original condition at the contractor's expense.
 - (iii)The contractor's construction activities shall be performed by methods that will present entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into river. Such pollutant and waste include earth and earth products, garbage, cement concrete, sewage effluent, industrial wastes, radio-active substances, mercury, oil and other petroleum

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products, aggregate processing, mineral salts and thermal pollution. Pollutants and wastes shall be disposed off in a manner and at sites approved by the Engineer-In-Charge / Hony. General Secretary, Tripura Cricket Association.

- (iv) In conduct of construction activities and operation of equipments the contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize the air pollution. The excessive omission of dust in to the atmosphere will not be permitted during the manufacture, handling and storage of concrete aggregates and the contractor shall use such methods and equipment as a necessary for collection and disposal or prevention of dust during these operation. The contractor's methods of storing and handling cement shall also include means of eliminating atmospheric discharges of dust, equipment and vehicles that give objectionable omission of exhaust gases shall not be operated. Burning of materials resulting from clearing of trees, bushes, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favorable.
- b) Separate payment will not be made for complying with the provisions of this clause and all cost shall be deemed to have been included in the unit rates and prices included in the contract if any provision is not complied with within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by the Curator -In-Charge / Hony. General Secretary, Tripura Cricket

Association at the cost of the Contractor, Orders of the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association in this respect would be final and binding on the contractor.

84 Preservation of existing vegetation:

- a) It will be obligatory for the contractor to produce forest clearance certificate from 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, 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.
- b) The contractor will preserve and protect all existing vegetation such as trees, on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Curator -In-Charge / Hony. General Secretary, Tripura Cricket Association. The contractor will be held responsible for all unauthorized cutting or damage of trees, including damage due to careless operation of equipment, stockpiling of materials or trekking of grass areas by equipment. Care shall be taken by the Contractor in felling tress authorized for removal to avoid any unnecessary damages to vegetation and tress that are to remain in place and to structures under construction or in existence and to workmen.
- c) All the produce from such cutting of trees by the contractor shall remain the property of TCA and shall be properly stacked at site, approved by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association. No payment whatsoever, shall be made for such cutting and its stacking by the Contractor. If any produce from such cutting is not handed over to the TCA by the contractor, he shall be charged for the same at the rates to be decided by the Curator-In-Charge /

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Hony. General Secretary, Tripura Cricket Association. The recovery of this amount shall be made in full from the intermediate bill that follows.

- d) The contractor shall also make arrangements of fuel deposits for supply of required fuel for the laborer to be employed for cooking purpose at his own cost in order to prevent destruction of vegetation growth in the surrounding area of the work site.

85 Possession prior to completion:

The Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association shall have the right to take possession of or use any completed part of work or works or any part thereof under construction either temporarily or permanently. Such possession or use shall not be deemed as an acceptance of any work either completed or not completed in accordance with the contract with in the interest of Clause of contract except where expressly otherwise specified by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association.

86 Payment upon termination:

If the contract is terminated because of a fundamental breach of contract by the contractor, the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association shall issue a certificate for the value of the work done less advance payment received upon the date of the issue of the certificate and less the percentage to apply to the work not completed as indicated in the contract data. Additional liquidated damages shall not apply. If the total amount due to the TCA exceeds any payment due to the contractor the difference shall be a debt payable to the TCA. In case of default for payment within 28 days from the date of issue of notice to the above effect, the contractor shall be liable to pay interest at 12% per annum for the period of delay.

87 Access to the contractor's books:

Whenever it is considered necessary by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association to ascertain the cost of execution of any particular extra item of work or supply of plant or material on which advance is to be made or of extra items, he shall direct the contractor to produce the relevant documents such as payrolls, records of personnel, invoices of materials and any other documents relevant to the item or necessary to determine its cost etc. and the contractor shall when so required furnish all information pertaining to the aforesaid items in the mode and manner that may be specified by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association.

88 Drawing to be kept at site:

One copy of the drawings furnished to the contractor shall be kept at the contractor on the site and the same shall at all reasonable times be available for inspection and use by the Curator-In-Charge / Hony. General Secretary, Tripura Cricket Association and the Engineer-In-Charge / Hony. General Secretary, Tripura Cricket Association's representatives or by any other persons authorized by the Engineer-In-Charge / Hony. General Secretary, Tripura Cricket Association in writing.

89 Site Order Book:

An order book shall be kept at the site of the work. As far as possible, all orders regarding the work are to be entered in this book. All entries shall be signed and

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dated by the Curator-in-charge/Hony. General Secretary, TCA in direct charge of the work and by the contractor or by his representative. In important cases, the Hony. General Secretary, Tripura Cricket Association will countersign the entries, which have been made. The order book shall not be removed from the work, except with the written permission of the Hony. General Secretary.

90 Variations by way of modification, omissions or additions:

For all modifications, omissions from or additions to the drawings and specifications, the Hony. General Secretary will issue revised plans, or written instructions, or both and no modification, omission or addition shall be made unless so authorized and directed by the Hony. General Secretary in writing.

The Hony. General Secretary shall have the privilege of ordering modifications, omission or additions at any time before the completion of the work and such orders shall not operate to annul those portions of the specifications with which said changes do not conflict.

Curator-In-Charge/Hony. General Secretary, Tripura Cricket Association's Decision:

It shall be accepted as in separable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specification, mode of the procedure and the carrying out of the work, the decision of the Engineer-In-Charge / Hony. General Secretary, Tripura Cricket Association, which shall be given in writing shall be binding on the contractor.

91 Care and diversion of river/stream:

The contractor shall submit details regarding the diversion and care of river or stream during construction of the work along with a separate printout of the timetable showing earliest and latest start and finish dates of various activities. He should submit a detailed layout plan with drawings for the diversion and care of river during construction of work. The above arrangements shall be at contractor's cost.

92 Income tax:

- a) During the currency of the contract deduction of income tax at **2.00 %** (as applicable) shall be made from the gross value of each bill of the contract and procedure stipulated under section 194-C(4) of Income Tax Act, 1961 shall be followed.
- b) Income Tax clearance certificate should be furnished before the payment of final bill.
- c) The contractor's staff, personnel and labour will be liable to pay personnel income taxes in respect of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

93 Supply of construction materials:

- i) The contractor has to make his own arrangements for procurements, supply and use of construction materials except as mentioned in clause 98 d below.
- ii) All materials so procured should conform to the relevant specifications indicated in the tendering documents.

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- iii) The contractor shall follow all regulations of the TCA/Government of India in respect of import licenses etc., of the procurement of the materials and he shall be responsible for the payment of applicable duties and taxes, port clearances, inland transportation etc.
- iii) The contractor shall make his own arrangements for adequate storage of the materials.

94 Stores Supplied By TCA

Not applicable.

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Hony. General Secretary, TCA

VOLUME – II

SECTION- VI

BILL OF QUANTITIES

Full Name Signature of Contractor



Hony. General Secretary, TCA

Date_____

To
The Hony. General secretary,
Tripura Cricket Association.
Agartala, West Tripura

Authorized address for communication:-

Telephone Nos. :-

Mobile Nos. :-

Fax no:-

Email ID:-

Name of work: - Construction of pure sand cricket field at K. C. Girls School ground, Kamalpur, Dhalai Tripura/2nd call.

DNIT No. 12/TCA/AGT/17-18.

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 **Item Rate Contract**,

I/ WE undertake to commence the work(s) on receiving the notice to proceed with work in accordance with the contract documents.

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_____

Full Name Signature of Contractor



Hony. General Secretary, TCA

Special Condition

1. The contractor shall have to arrange the machineries at the time of execution of work at his own cost and risk.

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Hony. General Secretary, TCA

PART-I

Full Name Signature of Contractor



Hony. General Secretary, TCA

CLAUSE: 25. Settlement Dispute of by Arbitration**Applicable existing Arbitration Act and dispute to be settled at Agartala**

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.

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Hony. General Secretary, TCA

Name of Work: Construction of pure sand cricket field at K. C. Girls School ground, Kamalpur, Dhalai Tripura/2nd call.

Schedule of Works for Item Rate

Sl No.	Description	Quantity	Unit	Rate Per Unit.	Amount (Rs.)
1.	Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including disposal of excavated earth up to 50 m and lift up to 1.50L as per directions of Curator-in-charge. All kinds of soil(The bidder shall have to submit detailed breakup of his quoted rate)	1000	Sqm	Rs. (Rupees) only.	Rs. (Rupees) only.
2.	Construction of pure sand cricket field at K. C. Girls School, Kamalpur, Tripura by supplying and spreading approved quality river sand at an average depth of 300 mm with a mix of 5% approved quality organic manures/materials at an average depth of 150 mm ,broadcasting imported seed of Bermuda yellow jacket coated 'BABADOS' or 'BAHAMA' or 'RIVIERA' variety or sprigging / sodding any aggressive creeping Bermuda variety suitable for sub tropical climatic condition, there after continuous monitoring and maintaining pest and disease free healthy turf growth, maintaining good colour and texture, constant de-weeding, mowing, frequent topdressing by similar mix of base material to maintain the levelness of the top surface minimum for 180 days from the day of complete turf establishment or till the grass becomes lush green and dense (cost of all materials and manpower required to be borne by the agency), as per the direction of Hony. General Secretary, TCA or his authorized representative.(The bidder shall have to submit detailed breakup of his quoted rate) (Time for completion: 9 months (for terms and condition, please see annexure-A)	14000	Sqm	Rs. (Rupees) only.	Rs. (Rupees) only.
3.	Annual maintenance entire field including surrounding landscaping area for 36 months , maintaining diseases free lush green outfield, continuous de-weeding, preparing pitches for practice and matches, coring with sand and manure once in every year from second year as per the direction of the Hony. General Secretary, TCA or his authorized representative (cost of all kinds of materials required, laborers, oil and fuel, minor maintenance of equipments to be borne by the contractor / agency at his own cost & risk).	1 Job	Per month.	Rs. (Rupees) only.	Rs. (Rupees) only.

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Hony. General Secretary, TCA

Annexure -A

Terms and Conditions:-

1. All materials to be used shall be stored at the work site and can only be used after approval of the curator in charge / Hony. General Secretary, TCA or his authorized representative in quantity & quality .
2. The agency shall follow the instructions of the curator in charge/ Hony. General Secretary, TCA or his authorized representative during entire project.
3. Before seeding, verti-cutting of entire field must be done and an application of imported fertilizer 'FLORANID PERMANENT' @ 50 grams/sqm should be mixed with soil. After establishment of grass, other suitable product of FLORANID or equivalent imported turf fertilizer as approved by the curator should be applied every three months as per dose recommended by the manufacturer.
4. Organic manure could be used after clearance from curator in charge/ Hony. General Secretary, TCA or his authorized representative.
5. Raw urea or any chemical which could make the soil toxic cannot be used.
6. No same fungicide could be used more than twice consecutively.
7. The agency shall allow the authority to install pop-up sprinkler after completion of surface gradation or at any time that may be decided by the authority. The agency shall not use any heavy vehicle in the ground after installation of pop-up sprinkler. The agency shall held responsible to repair the pop-up sprinkler system if any damage is done by the agency during the period of construction and will be responsible to repair the same at his own cost.
8. Verti-cutting, coring with hollow and solid tines should be done followed by topdressing with appropriate materials as frequently as required and directed by the Curator in charge/ Hony. General Secretary, TCA or his authorized representative.
9. The bidder shall have to submit detailed breakup of his quoted rate against item at Sl.-1 and Sl No. 2 of page - 54.

Payments

1. Up to 50 % of total agreement cost may be released after supplying of all materials, but any single payment exceeding Rs.10 Lakh (Rupees Ten Lakh) only, up to 75% of agreement cost may be released 45 days after establishment of turf as per the satisfaction of curator in charge and rest and final 25% amount may be released after handing over the ground to the authority in good condition. All payments will be made after deducting applicable taxes.
2. No payment will be made in case of unsuccessful germination or for dying of turf for any negligence of the agency except the cost of materials excluding grass, grass seed. The decision of curator in charge/ Hony. General Secretary, TCA or his authorized representative will be final and binding in this regard .
3. All matter of dispute to be settled in the jurisdiction of Agartala only.

Full Name Signature of Contractor



Hony. General Secretary, TCA