KERALA AGRICULTURAL UNIVERSITY
TENDER

Name of work: വെള്ളായണി കാർഷിക കോളേജിലെ പെസ്റ്റിസൈഡ് റേസിഡ്യൂ റിസർച്ച് ആൻഡ് അനലിറ്റിക്കൽ ലാബിന്റെ മുൻപിൽ കാർ പോർച്ചിന്റെ നിർമ്മാണം

The Vice Chancellor, Kerala Agricultural University
(herein after referred to as the University)

Sir,

1. I/We do hereby tender to execute the works enumerated in the Schedule accompanying in accordance with the terms in your tender notification dated …… and specifications and conditions of contract in force in the Kerala Agricultural University Engineering wing.
2. The preliminary Agreement on stamp paper duly signed is also enclosed.
3. I/ We further agree to complete the work in……weeks/months from the date of receipt of Order to start the work, and/or in the case of piece work maintain the minimum rate of progress specified in the tender Schedule.
4. I/ We……do agree to accept and carry out such portions of the work included in my/ our tender as may be allotted to me/us if the work be not given to me/us in full.
5. In consideration of I/We being registered as a Contractor in the Kerala PWD and invited to tender I/ We agree to keep the tender open for acceptance……days from the due date of submission therein of and not to make modifications its terms and conditions which are not acceptable to University.
6. I/ We agree that the arbitration shall not be a means of settlement of any dispute or claims arising out of the contract.

A sum of Rs……..is hereby forwarded in DD deposit at……..receipt of a Scheduled Bank as earnest money. If I/ We fail to keep the tender open as aforesaid of make any modification in that terms and conditions of tender which are not acceptable to University.

OR

If after the tender is accepted, I/ We fail to execute the agreement as provided in clause 13 of tender notifications or to commence the execution of the works as provided in the conditions. I/ We agree that the University shall, without prejudice to any other right or remedy be at the liberty to forfeit the said earnest money absolutely and also recover from me/us the entire loss that may be caused to the University by the re arrangement of the work or otherwise under the provisions of the Revenue Recovery Act or otherwise,

DECLARATION

1. I/We……do hereby declare that, I am not related to any University servant who is in charge of or having control of the work. The relationship in this regard is restricted to the list given in the Section 6 and Schedule 1A of the Companies Act 1956. I also admit unconditionally that if at any stage the above condition is found to have been contravened, my earnest money and Security Deposit shall be forfeited and contract entered into shall be cancelled.
2. I/ We……..do hereby distinctly and expressively declare and acknowledge that, I have read the Kerala standard specifications and the preliminary specifications excluding Clause 73 and other clauses relating to arbitration contained.

   Acc:
   i) Tender schedule
   ii) Earnest money Rs…….in……..
   iii) Signed copy of specification
   iv) Signed copy of plan.

Usual signature of Tenderer……...

Full Name……

Nationality……..

Place of residence……

Date…….

SPECIMEN FORM OF AGREEMENT TO BE EXECUTED IN STAMP PAPER WORTH Rs. 200/- IS ATTACHED WITH THE TENDER

The preliminary agreement entered into on this….....day of……..…..20 and between the Director of Physical Plant for and on behalf of the Vice-Chancellor Kerala Agricultural University (herein after called the University) of the one part and Shri……(here enter full name and address of the Tenderer herein after called the tenderer) of the other part for the execution of the work ....

WHEREAS the University invited tendered for the work…… (Here enter the name of the work) By notification No……dated. In the……

AND WHEREAS PARA 13 OF THE NOTICE INVITING TENDERS STATES AS FOLLOWS:

Before commencing work or within a week after the date when the acceptance of tender has been intimated to him, the tenderer shall deposit a sum sufficient to make up the balance of 5 percent of the probable value of contract, which together with the amount of earnest money deposited shall be treated as security for the proper fulfillment of the same and shall execute an agreement for the work in the prescribed form. If he fails to do this or in the case of place work contract maintain a specified rate of progress (to be specified in each case in the tender schedule) the earnest money and the security deposit shall be forfeited to the University and fresh tender shall be called for, of the matter otherwise disposed off. If as a result of each measure due to the default of tenderer to pay the requisite deposit, sign contracts or take possession of the work, any loss to the University occurs the same shall be recovered from him as arrears of revenue, but it should be a saving to the University the original Contractor shall have no claim whether tot the difference. Recoveries on this or any other account will be made from the sum that may be due to the Contractor on this or any other subsisting contracts of under the Revenue Recovery Act or otherwise as the University may decide.

NOW THEREFORE THESE PRESENTS WITNESS AND IT IS MUTUALLY AGREED AS FOLLOWS.

1. The terms and conditions for the said contract having been stipulated in the said tender form to which the tenderer has agreed one copy of which is hereby appended which forms part of this agreement. It is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extend to which they are abrogated or altered by express terms and conditions therein agreed to and in which respect the express provisions therein shall supersede those of the said tender form.
2. The Tenderer hereby agrees to undertake, perform and fulfill all the operations and obligations connected with the execution of the said contract work viz……(herein enter the name of work) is awarded in favor of the Tenderer.
3. If the tenderer does not come forward to execute the original agreement after the said work is awarded and selection notice issued in his favor or commits breach of any of the conditions of the contract as stipulated in clause 13 of the notice inviting tenders as quoted above within the period stipulated them the University may rearrange the work otherwise or get it done departmentally at the risk and cost of the tenderer and the loss so sustained by the University can be released from the tenderer under the revenue recovery act and if arrears of land revenue as assessed quantified and fixed of adjudicating authorized by University in this behalf taking into consideration the prevailing Public works Departments rates and after giving due notice to the tenderer. The decisions taken by such authority, officer, or officers shall be final and conclusive and shall be binding on the Tenderer.
4. The Tenderer further agrees that any amount found due to the University under or by virtue of this agreement shall be recovered from the tenderer form his E.M.D. and his properties, movable and immovable as arrears of land revenue under the provisions of the Revenue Recovery Act. For the time being in force or in any other manner as the University may deem fit in this regard.

   In witness of whereof Shri…….Director of Physical Plant (here enter the name and designation) for and on behalf of the Vice-Chancellor, Kerala Agricultural University and Shri…….the Tenderer here set their hands on the day and year first above written.

Signed by Shri…… (officer/officers)

University in the presence of witnesses:
1.
2.

Signed and delivered by Shri……(Tenderer) in the presence of witnesses.
1.
2.

KERALA AGRICULTURAL UNIVERSITY
ENGINEERING DIVISION

(Engineering Sub Division Vellayani)

NOTICE INVITING TENDERS FOR WORK AND FORM OF TENDER

Name of work : വെള്ളായണി കാർഷിക കോളേജിലെ പെസ്റ്റിസൈഡ് റേസിഡ്യൂ റിസർച്ച് ആൻഡ് അനലിറ്റിക്കൽ ലാബിന്റെ മുൻപിൽ കാർ പോർച്ചിന്റെ നിർമ്മാണം

Locality …….

Probable amount of contract	:	Rs.2,50,000/-
Value of tender documents	:	Rs.525/-
Earnest Money	:	Rs.6,250/-
Time of completion	:	4 months
Last date of tender:	:	2.30. PM on 26/07/2016
Name and full address with Class and Reg. No	:	……
No of Tenderer	:	

KERALA AGRICULTURAL UNIVERSITY
NOTICE INVITING TENDERS FOR WORK

PART – I

1. Sealed tenders are invited for and on behalf of the Vice-chancellor of the Kerala Agricultural University from Registered Contractors of P.W.D of Class A/B/C&D for the work of

2. The terms and sub heads of works to be done are enumerated in the subjoined schedule. Unless otherwise specified, the tender must be for the whole or any individual work and part tenders are liable to rejection. A Contractor may tender for more than one work with the earnest money deposit specified in each case but shall not tender for any part of a work only, unless specifically so required.
3. All works shall be done in conformity with the specifications and conditions of contracts in force in the Kerala P.W.D. In cases of schedule rate contract, Tenders must quote their own rates specifically for each item without reference to the departmental estimate or the current Schedule of Rates. For percentage rate contract only a single rate as an overall percentage above or below or at the rate given in the schedule by a single entry at the bottom of schedule under the head quoted rate of the Contractor by scoring the irrelevant portion and attesting all the corrections.
   The rates quoted shall be inclusive ones, covering all the operations contemplated in the specifications and tender schedules and all incidental work necessary for such operations such as shoring, bailing, form work, scaffolding etc. The rates quoted shall be inclusive of sales tax.
4. Tender sealed and endorsed as such with the name of work clearly written thereon should be delivered at the office of Director of Physical Plant, Kerala Agricultural University Vellanikkara, Thrissur before 3.30PM on or before ……. 20…. They will be opened at the Office of delivery on the same day at 4 .00 PM by the Director of Physical Plant or such officer as may be authorized in this behalf in the presence of such of those Tenderers or their authorized agents as may be present. The total amount of each tender or the percentage above or below will be read out. The tender and all corrections in the tender will be attested by the tender opening officer with dates and initials and by the Tenderer, if present. A list of corrections, which remain unattested by the tenderer, will be made out and pasted to each tender. The receipt should accompany each tender for an earnest money deposit of **Rs……../-.** The earnest money may be produced in the form of:
   a) Deposit–at–call on a scheduled bank assigned in favour of the Director of Physical Plant of Kerala Agricultural University.
   b) Cash remittance and demand drafts are not normally accepted. The officer receiving the tenders may, if considers necessary relax this rule and permit cash or demand draft being received in special cases.

   Tenders not accompanied by such deposit will not be considered.
5. Selected Contractor will be required to produce income tax and sales tax clearance certificate, before find payment is made for the work and before security deposits are released.
6. The Contractor submitting tender should produce copies of solvency certificates clearly indicating to what extent they are solved from the Tahsildar of the taluk where they reside along with their tenders.
7. Each Tenderer must also send a certificate of income tax verification from the appropriate income tax authority in the form prescribed therefore. In the case of proprietary or partnership firm, it will be necessary to produce the certificate aforementioned for the proprietors and for each of the partners as the case may be. If a certificate had already produced by the tenderer during the calendar year in which the tender is made in respect of a previous tender it will be sufficient if particulars regarding the previous occasion on which the certificate was produced are given. All tender received without a certificate as aforementioned will be summarily rejected.
8. The tenderer shall examine closely the Kerala Detailed Standard specifications and also the Indian standard institute specification contained therein, and sign the office copy of the Kerala Standard Specification and its addendum volume in token of such study before submitting his tender unit rates which shall be for finished work in site. He shall also carefully study the drawing and additional specifications and all the documents, which form part of agreement to be entered into by the accepted Tenderer. The Kerala Standard Specifications and other documents connected with the contract such as specifications, plans descriptive specification sheet regarding materials etc. can be seen at any time during office hours on office days in the office of the Director of Physical Plant/Executive Engineer
   A copy of the set of contract documents can also had on payment of **Rs** ..... **/-** for each set.
9. The Tenderers attention is directed to the requirements for materials under the clause "Materials and Workmanship" in the preliminary specification materials conforming to the Indian Standard specification shall be used on the work, and the Tenderer shall quote his rate accordingly.

Additional Performance guarantee: The Contractor who quote very low rate11% to 25% below will remits performance guarantee with view to curb tendency to quote low rate and execute the works unsatisfactorily.

a) If these quoted rate for works below 50% it will be rejected.
b) If the quoted rate is between 11% to 25%,below estimate rate the Contractor will remit Performance guarantee equal to the difference between estimates PAC and quote PAC. This will be released after satisfactory completion of the work after paying final bill.

10 Every Tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The names of quarries, kilns, and etc. wherefrom certain materials are to be obtained will be given in descriptive, specification sheet. The best class of materials to be obtained from the quarries or other sources defined shall be used in the work. In every case the materials must comply with the relevant standard specification. Samples of materials as called for in the standard specification, or in this tender notice or as required by the Director of Physical Plant in any case, shall be submitted for the Director of Physical Plant's approval before the supply to site of work is begun, if the Contractor after examination of the source of materials complying with standard or other specifications of the contract cannot be obtained in quality or sufficient quantity from the source defined in the descriptive Specification sheet he shall so state clearly in his tender and state wherefrom he indents to obtain the materials subject to the approval of the Director of Physical Plant.

The University will not, however, after acceptance of a contract rate, pay any extra charges for load for any other reasons, incase the Contractor is found later on to have misjudged the materials available. Attention of the Contractor is directed to the standard "Preliminary Specification regarding payment of seignorage, tolls etc".

Note; The University does not undertake to construct or make available any approach road or any other means of approach to the proposed work site and the tender shall got acquainted with the available means of approaches to the proposed site and quote for the various items. The University shall not be liable for any claims raised later., on the plea of non-availability or non access to the site.

11 The tenderer's particular attention is drawn to the section and clauses in the standard 'Preliminary Specification' dealing with—

1. Test, inspection and rejection of defective materials and work.
2. Carriage
3. Construction plant
4. Water and lighting
5. Cleaning up during progress and for delivery
6. Accidents.
7. Delays
8. Particulars of payment.

The Contractor should closely pursue all the specification clauses, which govern the rates, which he is tendering.

12 In consideration of the tenderer being allowed to quote for the work, he should keep the tender form for a period of four months from the date of opening the tender, during which period or till the tenders are decided whichever is earlier, he will not be free to withdraw the tender. Any such withdrawal will entail forfeiture of the earnest money deposited for the work.

If due to departmental or administrative reasons it is found necessary to keep tender open for further period prior consent of the tenderer shall be obtained in writing of every further period of one month.

13. Before commencing work or within a week after the date when the acceptance of tender has been intimated to him, the tender shall deposit 5 % the probable value of contract as performance guarantee at least 50% of performance guarantee shall be in the form of treasury fixed deposit and rest in the form of bank guarantee shall execute an agreement for the work in the prescribed form. In addition to the performance guarantee, security deposit for the work will be collected by deduction from the running /final bills @ 2.5% of the gross amount till the expiry of the defect liability period. If he fails to do this, or in the case of piece work contracts maintain a specified rate of progress (to be specified in each case in the tender schedule), the earnest money and security deposit shall be forfeited to the University and fresh tender's shall be called for, or the matter otherwise disposed off. If as a result of such measures due to the default of tenderer to pay the requisite deposit, sign contracts or take possession of the work, any loss to the University occurs the same will be recovered from him as arrears of Revenue, but it should be a saving to the University the original Contractor shall have no claim whatever to the difference, Recoveries on this or any other account will be made from the sum that may be due to the Contractor on this or any other subsisting contracts or under the Revenue recovery Act or otherwise as the University may decide.

Executing of agreement for works will be made within the time limit prescribe as follows:

a. Time allowed for executing agreement without fine will 14 days from the date of acceptance of tenders.
b. Further time of 10 days shall be allowed to execute agreement by imposing a fine of 1% of the PAC subject to a minimum of Rs.1000/- and maximum of Rs.25000/-.
c. Tenders will be rejected if agreement is not executed within 30 days and work will be awarded to the next lowest tenderer as stipulated under 4-10-05 of the code.

14 The acceptance of the tender rests with the Director of Physical Plant who does not undertake to accept the lowest or any particular tender.

15 The right to carry out the work either in conformity with or in a manner entirely different from the terms of this invitation that may be considered most suitable before or subsequent to the receipt to tenders due to exigencies of work is reserved with the University.

16 Drawings schedule of quantities, specifications of work to be done and conditions of contract to be entered into can be seen at the office of the undersigned and/or of the AEE / EE on any working day during office hours. It shall be definitely understood that the University does not accept any responsibility for the correctness or completeness of the schedule, that the schedule is liable to alteration by omissions, deductions, or additions at the discretion of the competent University officer or as set forth in the conditions of contract. The tenderer will however, base this tender amount in the case of lump sum tender, on the basis of those quantities etc.

17 Tenders not submitted in such printed forms, or submitted incomplete in any respect whatever, such as unattested errors and corrections in rates, units or amounts (figures not expressed in words) totals of Contract not entered etc. shall be liable to summarily rejection.

18. The Earnest Money Deposit of the unsuccessful tenders will be refunded immediately after tabulating the tenders keeping only the earnest money of the first three lowest tenderers.
The Earnest Money Deposit of the remaining, unsuccessful tenderers will also be refunded within a week from the date of acceptance of the tender.

19 Solicitor's fee, if any, to be paid to the Law Officers of the University for scrutinizing or drawing up of agreements, will be paid and the same recovered from the successful tenderer.

20 Tenderers must also state in their tenders if they are prepared to carry out at their tendered rates such portions of the work as may finally be allotted to them by officer deciding tenders.

(a) The successful tenderer will have to carry out 25% more of the estimated quantity of every item or 1% Agreed PAC at his agreed rates.

21 Any further information necessary can be obtained at the Office of the undersigned on all working days during office hours.

22 The work should be completed in all respect in ..... months from the date of the order to start work is issued and at the rate of progress specified below.

No.	Period	Rate of progress
1	2 months	70%
2	2 months	100%
3	months	%
4	months	%

23 Payment on lump sum basis or by final measurement at Unit prices.

a) Final measurements need not be taken unless either the Contractor or the Director of Physical Plant claims extras to or deductions from the quantities of Schedule A.

b) In cases final measurements are claimed, they shall be taken only for those items for which either Contractor or the Director of Physical Plant claims final measurements and the quantities of the remaining items in Schedule A shall be accepted as correct. The lump sum amount mentioned in the agreement will then be varied by addition thereto or deducting there from as the case may the difference (if any), between the amounts mentioned in schedule A for such items and the amounts arrived at by calculation at contract rates based on the revised quantities for the same, obtained by the final measurements aforesaid.
Clause 23(b.b)"when payments on earth work exceeding 300m^3 are made based on tape measurements, the Contractor shall give a declaration in writing to the effect that he agrees for the recovery of the over payments, if any, from the next bill".

c) It shall be accepted as a condition of the contract that the payment of the final bill to the Contractor less the withheld amount and his acceptance thereof shall constitute full and absolute release of University from all further claims by the Contractor under the contract.

d) <u>Payment for additions and deductions for omissions</u>**.** No authorised variations shall vitiate the contract but additions and omissions shall be measured up and dealt with in accordance with Clause 23 (b).

e) Items of work not expressly or impliedly described in the schedule, plans or specifications will be treated as "extra". They will include only items of works, which though highly necessary for the proper execution of the work and for its completion, were not provided for in the original contract.

1. The execution of an extra item of work and payment therefore will be based on the following conditions.

   i.) There shall be an order in writing to execute the extra item of work duly signed by an Engineer not below the rank of an Assistant Executive Engineer before its commencement.

ii.) If the Contractor finds, after examining the specification and plans that extras are involved, he should give notice to the Engineer to this effect shall proceed with the execution of the extra item, only after receiving instructions in writing from the Engineer.

2. Extra items may be classified as additional substituted or altered items, depending on their relation or otherwise to the original item or items of work.
3. The rates for extra items shall be worked out as below
   i.) In the case of all extra item whether additional, altered or substituted, if accepted rates for identical items provide for in the contract, such rates shall be applicable.
   ii.) In the case of extra items whether altered or substituted, for which similar items exist in the contract, the rates shall be derived from the original item by appropriate adjustment of cost affected components. The percentage excess or deduction of the contract rate for the original item with reference to the departmental estimated rate shall be applied in deriving the rates for such items.
   iii.) In the case of percentage rate contract, applying the percentage excess or deduction to the departmental data rate as per the original schedule on which the tenders were invited shall arrive the rate for extra item.
4. Wherever the term "Departmental data rate" appears, it shall mean the rate derived from the Departmental schedule of rates and shall include conveyance charges and Contractor's Profit.
   (a) In cases in which the Contractor has executed extra items not contemplated in the agreement but the rates of which require sanction of higher authorities, the Director of Physical Plant may, in such cases, sanction advance upto an amount not exceeding 75% of the amount for the items at the rate worked out and certified by the Sub-Division Officer. The Assistant Engineer shall in all such cases promptly record all authorised extra items executed by the Contractor including detailed measurements and quantities thereof in the Measurement Book. He shall neither enter any rate for the same in the Measurement Book nor include as such extra items in the body of the bill. When the bill is received in the Sub-Division, the Sub Division Officer shall prepare a separate statement for those extra items showing the items executed, quantity of each item, rate for each item worked out by him based on agreement conditions and amount for each item on the basis of the rate worked out by him. He shall also furnished a certificate to the effect that he has personally examined all the extra items and they are bonafide. The amount payable for these items will not be less than Rs……/-.(amount to be specified) and that there is no objection in paying 75% of this amount as a secured advance. On receipt of the bill with the above statement and certificate, the Division Officer may make payment not exceeding the amount recommended by the Sub Division Officer as a lump sum secured advance for works done but not billed for.

24. Arbitration shall not be a means of settlement of any dispute or claims arising out of the Contract.
    (a) All disputes and differences arising out of the Contract shall be settled only by the civil court in whose jurisdiction the work covered by the contract is situated, or in whose jurisdiction the contract was entered into in case the work extends to the jurisdiction of more than one court.
25. The Contractor shall not without the previous sanction in writing of the authority accepting the tender, execute any power of attorney in respect of any matter, touching this contract and any such power of attorney executed without such sanction shall not be recognized by or be binding upon the University or their Officers. It shall be entirely within the discretion of the authority accepting the tender either to grant such sanction of refuse it or revoke a sanction once given.
26. No part of the contract shall be sublet without written permission of the Director of Physical Plant nor shall transfer be made by power of attorney authorizing others to receive payment on the Contractor's behalf.
27. The Director of Physical Plant or other sanctioning authority reserves the right to reject any tender or the entire tender without assigning any reason therefore.
28. In making payment, the total amount of the bill rounded of correct to the nearest rupee
29. Tenderer should declare that they are not related to any University servant, who is in charge of or having control of the work. Relationship in this will be restricted to father, mother, son, daughter, brother, sister, direct uncle, nephew, father-in-law, brother-in-law, mother-in-law, sister-in-law, and first cousin of the officer concerned. If the above condition is found to contravened, when they tender the earnest money/security deposit of the tenderer/tender will be forfeited and the contract entered into will stand cancelled.
30 The Contractor will provide his own tools and plant, stores sheds to store his own materials as well as those supplied by the University and will be entirely responsible for proper use and safe custody of the latter and also for any loss, damages, theft, mishandling, weathering or any cause whatsoever.
31 In case of schedule rate contract, if different rates are quoted for the same specification of work under identical working condition at the same site/indifferent appendices of the schedule the lowest quoted rate will be accepted for the items in all the appendices.

32 The Contractor shall be responsible for the safety of the labour employed by him and he shall be liable to pay the necessary compensation in case of accidents as per the Workmen's Compensation Act. The Contractor will also be liable to abide by the fair wage clause condition attached separately. The provision of the contract labour (Regulation and Abolition) Act, 1970 and rules issued there under are binding on the Contractor.

33 If the University undertakes to supply particular materials no claim for extra payment on account of delay in the supply of these materials will be entertained.

34 In the case of construction of staining to wells, excessive tilts, if any, occurring to the extend which is more than the percentage allowed as per rules will have to be rectified by the Contractor at his own cost and if the Contractor fails to attend to the same it will be get attended to by other agency and the cost thereof recovered from the original Contractor.

35 The Contractor should take a license under the current explosive rules to enable him to manufacture and posses the quantity of gunpowder required by him for blasting, if necessary. It shall be accepted as a condition of contract that the landed property of or bank deposit based on which the Solvency Certificate was issued by the Revenue Department and produced during the time of Registration will not be alienated during the period of contract without the permission of Government.

36 The Contractor shall employ engineering personnel as detailed below for a period of one or two years according to the tenure of the contract and pay a minimum wages as per standing rules.

The Contractors technical personnel to supervise the works will be as follows.

For works costing from Rs.10 lakhs to 20 lakhs	-	(One Diploma holder)
For works costing above Rs.20 lakhs	-	(One Diploma holder)
For Pre-qualification	-	(One Degree holder & One Diploma holder)

37 Tenders, which are not in conformity with this tender notice, are liable to rejection.

38 This tender notice with the conditions stated herein will form part of the Contract documents.

39 In the case of schedules contracts when the rates quoted for a particular item in figures and words disagree, the rates quoted in words will be taken for the purpose of the settlement of the contract. The Contractor is bound to accept these rates if the contract is awarded to him. Similarly in the case of percentage rate contract when the overall percentage rates quoted in figures and words, disagree the rates noted in words will be taken for the purpose of the settlement of the contract, the Contractor, is bound to accept these rates if the contract is awarded to him.

40 The entries in the tender schedule issued by the University are in no way to be corrected by tenderer and if the tenderer have to note anything, they should note the same as footnote in the bottom of the page. If the tenderers make any correction in the tender schedule the tenders are likely to be rejected.

41 In the case of the percentage rate contract, the overall percentage rate quoted by the contract, shall not be varied on any account whatever and it shall hold good for all items done irrespective of variations in quantities.

42 The quantities provided for in the schedule may vary and the Contractor should be prepared to do upto 25% excess over the schedule quantities at his quoted rates for the work.

43 All conditions laid down in the Notice inviting tender and form of tender be binding on the contract.

44 It shall be the responsibility of the Contractor to obtain necessary land for stocking the materials for the work.

45 For the conveyance of earth or other materials the Contractor may adopt head load, cart load, lorry load or any other mode of conveyance as he likes for his own convenience and the rates quoted shall never be increased on the plea that he has to provide a different mode of conveyance than that stated in the tender.

46 Roofing tiles, hip tiles, wire cut bricks; surki etc. required for the work shall be purchased from suppliers approved by the Director of Physical Plant.

47 Machinery required for the work will be hired out to the Contractor if available with the University and the hire charges for these where no specific rates are fixed in tender document, will be recovered at the rates as per the rules on the Kerala P.W.D.code in force at the time of supply. The rulings of the Director of Physical Plant on this will be binding on the Contractor.

48 Schedule of source and other particulars regarding materials is separately attached. The details noted herein are only approximate and the tenderer are advised to inspect the site and satisfy themselves to the adequacy of the load and availability of materials etc. before tendering for the work. Any plea put forward later on for enhanced rates on grounds of the materials available and the load etc. will not be entertained.

49 The quantities shown in the schedule 'A' are approximate. The Contractor is bound to carry out all excess over and above the agreed quantity if found necessary during execution at his agreed rates.

50 The quantities given here are those upon which the tender cost of the work is based, but they are subject to alterations, omissions, deductions or additions provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates noted are those governing payment for extras or deductions or omission according to the conditions of the contract as set forth in the preliminary specification of the Kerala Detailed Standard specification of this contract.

51 Indian Standards Institution will record the measurement of works done as per the Indian Standard Method of measurement I.S.I. 1200-1958 published.

52 Payments for blasting of rock and boulders will be made either for the quantity measured in solid, or for the stacked quantity, after deduction of 33.34% for voids, whichever is less.

53 It is to be expressly understood that the measured work is to be taken net (not withstanding any customs or practice to the contrary according to actual quantities when in place and finished according to drawings or as may be ordered from time to time by the Director of Physical Plant, and the cost calculated by measurement or weight at the respective places without any additional charges for any necessary or contingent works connected therewith. The rates to be quoted for works in site and complete in every respect.

54 Extra item: 'Extras' shall mean items of the work not expressly or by implications described in the schedule; plans of specifications. They will include only items of works, which though highly necessary for the proper execution of the work and for its completion were not provided for in the original contract. Payment of such extra items will be made on the basis of extra items condition vide Clause 23(e).

Note:- Wherever the term 'data rate' appears, it shall mean the rate derived from the P.W.D. schedule of rates and shall include conveyance charges and Contractor's profit.

55 Except for extra items under the contract, the overall percentage rate accepted and specified in the agreement shall not be varied on any account whatever, and it shall hold good for all items done irrespective of variations in quantities. For extra items the conditions given under *clause 54* will be followed.

56 The Contractor shall have no claims for any loss due to unforeseen circumstances including short supply of materials of suspension of work due to any reason.

57 The University reserve the rights to abandon the work at any stage if such a course is found necessary in the interest of the University, irrespective of what have been agreed to herein and the Contractor will be paid only for the finished items of work. No claim for compensation put forth thereby will be entertained.

58 The work shall be completed in all respect and also at the rate of progress within the time limit and stipulations in the Notice Inviting Tenders, failing which the Contractor is liable to be fined as stipulated. The extension & Time of Completion will be granted at a time shall not exceed 25% of original time or 6 month whichever is less. The maximum extension can be granted for a work limited to half of the original Time of completion.
For extension of time fine will be imposed at the following rates.

Period of extension	Rate of fine
For the first three months -	1% of PAC
For every three months Beyond first three months -	2% of the PAC

59 Defect, if any noticed within 6 months unless specifically provided otherwise from the date of completion of the work shall be got rectified by the Contractor, in default of which this will be attended to by department and the cost for making good will be recovered from the Contractor.

60 The Contractor agrees that before final payment is made on the Contractor, he shall sign and deliver to the Director of Physical Plant either in the measurement book or otherwise as demanded a valid release and discharge from any and all claims and demand whatsoever for all matters arising out or connected with the contract, provided that nothing in this clause shall discharge or release the contract from his liabilities under the contract. It is further expressly agreed that the Director of Physical Plant in supplying the final measurement certificate need not be bound, by the preceding measurements or payment. The final measurements if any of the Director of Physical Plant shall be final, conclusive and binding on the Contractor.

61 The Contractor shall be liable for any loss caused to the University on account of the above work including any that may arise due to non-fulfillment of the Contractor. He should comply with the rules laid down in the Central P.W.D. contract regulations regarding fair wages.

62 The Contractor shall see that the tribes of the locality are employed to the extent possible.

63 It shall be accepted as a condition of contract that the landed property or bank deposit based on which the solvency certificate was issued by the Kerala Agricultural University and produced during the time of Registration will not be alienated during the period of contract without the permission of Government vide G.O.(P) No.136/74/PW dated 8th August 1974.

64 The rates quoted by the Contractor for the various items shall be inclusive of all tools and plants required for the proper execution of work all other incidental charges and separate claim for these will not be entertained under any circumstances.

65 For materials issued for the work but not used and not returned to the stores sales tax at the prevailing rates will be recovered in addition to the departmental recovery plus 20 percent storage.

66 Metal of the required sizes alone should be brought to the site of the work, breaking boulders or rubble in to metal will not be allowed either on or the side of the road. Metal should be stacked on one side of the road only and in such a way as not to cause any hazards to traffic. The stack should be formed as per the standards profile current in the department.

67 Granite stone metal supplied should be sound, hard, tough and durable, free from any decayed matter and of uniform colour and texture. Each piece should have sharp angular edges. The metal should not also contain any quarry dust or earth.

68 Siliceous gravel shall consist of any hard nodules not more than 40mm nor less than 6mm dia. In any direction, scraped from the hillsides and free from admixture of earth of laterite chips.

69 Sand supplied should be clean, sharp and gritty to the touch, free from clay and other impurities and obtained from running water sources.

70 The Contractor will have to make his own arrangements to convey the materials supplied by the University and for stacking, if materials and site shed etc which are found necessary for the proper execution of the work. He will also be responsible for the safe custody of the materials till they are used on works.

71 If payment is claimed for metal supply 75 percent of the supply will only be made in the part bill. The spreading and consolidation should be done within two months of supply.

72 The payment of the earthwork items will be made as level measurements or tape measurements as per rules prevailing the department.

73 The moulds, shuttering etc. required for the work should be made by the Contractor and got approved by the departmental officers at site before use.

74 The Contractor shall be responsible for the payment of sales tax as per rules in force from time to time and the rates quoted for various items remain unaffected by any changes that may be made from time to time in the rate at which such tax is levied sales tax, and income tax due to Government from the Contractor will be recovered from his bill for the work as per the advice of the authorities concerned.

75 All sums due to the University under or by virtue of this contract shall be recoverable first from the security furnished by the Contractor and if the same is found insufficient, such deficit amount shall be recoverable under the provisions of the Revenue Recovery Act for the time being in force or any other manner as the University may deem fit as though the same were arrears of land revenue or in any other manner as the Government may deem fit.

76 Vide G.O. (Rt) No.568/91/PW&T Tvm dt. 6.5.91. The Contractor for this work shall be found to remit an amount equal to 1% of the value of the work done on account of this contract, towards the employers contribution to the Kerala Construction Worker's Welfare Fund as provided in the Kerala Construction Workers Welfare Fund Act 1989. This amount shall be recovered proportionately from the part bills and final bill for the work and the Contractor shall be abided by such recovered.

77 The purchase tax will be recovered from the bill as per VAT rules. The liability for settlement of Sales Tax on the works as stipulated by the Government from time to time will be that of the Contractor.

78 Who shall pay damages at the rates of 1% on the estimated value of the contract for every day not exceeding five days that work remains uncommented or unfinished after the proper date and further to ensure good progress during the execution of works, the Contractor shall be found unless the contract provides otherwise in all cases in which the time allowed for a work exceed one month to complete one fourth of the whole work to be done when one fourth of the whole time allowed, for it has elapsed, one half of the work when one half of time has elapsed and three fourths of work when three fourths of time has elapsed and the penalty for the failure in either of these cases shall likewise be that the Contractor shall be subject to pay daily damages at the rate of 1% on the estimated value of the amount of work that should be completed by that time provided always that entire amount of damages to be paid under the provisions of this clause shall not exceed in the whole amount of retention plus the security deposit. All damages payable under the provisions of this clause or clause 12 of the conditions of contract shall be considered as liquidated damages to be applied to the use of this University without reference to the actual loss sustained owing to the delay.

79 If during execution, the proportion of usage of materials issued departmentally alone is varied for which the price has been fixed in the tender, the quoted rate of the item will be allowed effecting short or excess of departmental materials actually used as well as labour charges for handling the short or excess if any provided is in the same position.

80 All concrete should be machine mixed and vibrated.

81 The earthwork filling for new embankments should be compacted to 95% proctor's density, in layers of 15cm thick. The top layer of 45cm should be compacted to 100 % proctor's density. The department in advance should be approved the earth used by the Contractor for such work. The University at its own cost will test the embankment so formed, during and after the completion of work. The Contractor should provide all facilities for the departmental field-testing staff for such works.

82 In road formation works at changing gradients suitable vertical curves will have to be provided as per I.R.C. paper No.156 and horizontal curves will have to be designed and laid down as per I.R.C. paper No.119.

83 Supply of materials for first re-metalling and metalling should be completed first and got check measured before spreading for the first metalling is started.

84 The machinery if any available with the University, will be supplied to the Contractor on requisition in writing to the Officer-in-charge at the rates and conditions fixed by the Director of Physical Plant. The Contractor has to take the machinery from the store and return to the same spot at his cost and responsibility and maintain the same as per directions from the department.

85 The Contractor should note his Register Number and class of registration in the tender.

86 The overall percentage rate accepted and specified in the agreement shall not be varied on any account whatsoever and that shall hold good for all items done irrespective of variations in quantities.

87 For schedule items of works, when incidental charges such as ring bund, bailing out water, shoring etc. are actually required but not specifically stated in the tender, it is to be understood that the rates quoted by the Contractor shall cover such charges also and no extra on account of such incidental charges, if any, will be paid.

88 For putting up ring bunds and bailing out water the Contractor has to make his own arrangements and design for the successful completion of the work. The Contractor should inspect the site and satisfy himself about the local conditions previously. The Contractor should be responsible for any damages caused due to breaching of the ring bound of otherwise.

89 The formwork for taking reinforced concrete for bridgework shall be preferably of steel; it shall be absolutely rigid enough so as to ensure casting of the structure to perfection. On either case, the Contractor shall get the type of formwork and centering approved before hand by the Director of Physical Plant.

90 When M.S. rods of 16mm dia and above are to be used in the work in length greater than the length supplied, the joint should be welded if so ordered, by electric welding as per specification and welded samples got tested at the cost of the Contractor and the result furnished to the Director of Physical Plant for his approval. Welding of reinforcement will be paid as extra unless otherwise specified.

91 In the case of bridge works test samples of concrete used in plain or R.C.C. work shall be regularly prepared and tested according to the standard method at the cost of the Contractor, when it is ordered to do so. The test results shall be promptly reported for orders of Director of Physical Plant.

92 The rate given in the schedule for "earth work load" unit will be applicable only for the first four extra loads beyond which only lorry load will be permitted for conveyance unless under special circumstances approved by the University.

93 All items should be carried out as per the relevant specification in the C - 4517.34 KSS and as modified by the I.R.C. specification and all clauses of the preliminary specification excluding clause 65 and other clauses relating to arbitration thereof should be complied with.

94 Fair wage Clause

a) The Contractor shall pay not less than fair wages to labourers employed by him for the work Fair wages, mean wages whether for the provisions for contract at the time of inviting tenders for the work and whether such wages prescribed by the Central P.W.D. for the District in which the work is done.

b) The Contractor shall, not-withstanding the provisions of any contract to the contrary, cause to be paid fair wage to the labourers indirectly engaged on the work including any labourers engaged by his sub Contractors in connection with the said work as if the labourers have been immediately employed by him.

c) In respect of all labourers directly or indirectly employed by him in the works for the performance of the Contractor's part of his agreement the Contractor shall comply or made to comply with Central P.W.D. Contractor's Labourer Regulation made by the Government in regard to payment of fair wages, wages not paid, deduction unauthorized made, maintenance of wages register, and other items like employment-inspection and submission of periodical returns and all matters of a like nature.

d) The Director of Physical Plant or Sub Division Officer concerned shall have the right to deduct from the money due to the Contractor any amount required for intimated to be required for making good the loss suffered by a worker by reason of non-fulfillment of the conditions of contract for the benefit of workers non-payment of wages or deductions made from his or her wages which are not justified by the terms of the contract or non-observance of regulations.

e) Vis-a-Vis the Central Government the contract or shall be primarily liable for all payments to be made under and for the observance of Regulation aforesaid without prejudice to his rights to claim indemnity from his sub Contractors.

f) The regulations aforesaid shall be deemed to be part of this contract and breach thereof shall be a breach of this contract

95 Clauses 1-17.3.4 KSS. – Accidents – Boarding – Lighting – Observations – Watchman

a) When excavations have been made or obstacles have been put in public thorough fares or in places where there is any likelihood of accidents, the Contractor shall comply with any requirement of law on the subject, and shall provide suitable boarding, lighting and watchman as necessary.

b) It shall be the Contractor's sole responsibility to protect the public and his employees against accident from any cause and he shall indemnify University against any claims for damages for injury to person or property, resulting from any such accidents and he shall, where the provisions of the Workmen's Compensation Act apply, take steps to properly insure against any claims there under.

c) On the occurrence of an accident which results in the death of any of the workmen employed by the Contractor or which is so serious as to be likely to result in the death of any such workmen the Contractor shall within 24 hours of the happening of such accidents, intimate in writing to the concerned Section Officer of the University the fact of such accident. The Contractor shall indemnify University against all loss or damage sustained by University resulting directly or indirectly from his failure to give intimation in

the manner aforesaid including the penalties or fines if any payable by University a consequence of University's failure to give notice under the Workmen's Compensation Act or otherwise conform to the said Act in regard to such accident.

d) In the event of an accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII of 1923 whether by the Contractor or by the Government as principle it shall be lawful for the Director of Physical Plant to retain out of moneys due and payable to the Contractor such sum or sums to money as may, in the opinion of the said Director of Physical Plant, be sufficient to meet such liability. The opinion of the Director of Physical Plant shall be final in regard to all matters arising under this clause.

96 **SPECIAL CONDITION**

Contractor's who execute black topping work shall his own bitumen mixing plant as the time execution of works. In case he does not provide the bitumen mixing plant at the time of execution the Contractor is liable to be cancelled his risk and cost without any notice.

97 All other conditions and specifications of contract are the same as those current in the P.W.D.

CONTRACTOR EXECUTIVE ENGINEER

PART – II
A GENERAL SPECIFICATIONS

1. The rates tendered by a Contractor for the work shall include the cost of: -
   a) All labour and supervision thereof, all materials, tools, implements and plant of every description, ladders, cordage tackle, etc. as well as the provision of safe and substantial scaffolding required for the proper execution of the work in conformity with the specifications for the various items of work.
   b) Supplying the requisite agency with necessary equipment, to set out the work as well as to afford facilities for such examination of the work of the departmental officers may at any time consider desirable, as also to count, weigh and assist in the measurement or check measurement of the work or materials;
   c) Providing and maintaining all temporary fences, shelters, lights, watchmen and danger signals and such other precaution as are necessary, for the protection of the work or materials, as well as to protect the public and those connected with the work from accidents at the site of, or on account of the work;
   d) All sheds, mortar mills and mixing platform of every kind required for the proper execution of the work according to the specifications;
   e) All fees and royalties; and
   f) Finally clearing away of all rubbish, surplus materials plant etc. on completion of the work and dressing and leveling off and restoring the site to a tidy condition prior to handing over the work to the Director of Physical Plant or his authorised assistant and also its maintenance until so taken over.
2. In the case of supplies of material such as rubble, broken stone, gravel sand etc. which may have to be measured prior to being used on the work the Contractor must always stack or arrange them neatly on level ground, or on ground cleared and levelled by him for the purpose in such manner as may be ordered by the Officer-in-charge so that they may be easily susceptible of inspection and measurement, the cost of such clearing, levelling and stacking or arranging being included in the rate of work. Each stock must be straight and of uniform section throughout and of the dimensions specified by Officer-in-charge. Materials not stacked or arranged in accordance with instructions issued will not be measured and paid for.
3. The Contractor shall be bound to bear the expense of defense of any action or law proceedings that may be brought by person for any injury sustained owing to neglect of above precautions in connection with execution of the work, and to pay any damages and cost which may be awarded in consequence.
4. The Contractor shall also help himself out of any difficulties of penalties arising from interference with private property in the execution of the contract.
5. The Tenderer should state whether he has all the plant necessary for the execution of the work. If in the opinion of the Director of Physical Plant, Contractor's own plant is neither sufficient nor suitable for the proper execution of the work, the University may supply other available plant and recover reasonable hire for the same as per Clause 47. The Director of Physical Plant's decision in the matter shall be final and binding on the Contractor.
6. The Contractor shall bear the running expenses inclusive of pay of the University staff attached to such plant and cost of repairs of all University plant, while in his possession on hire as also the cost of restoring the same in good condition at the time of return due allowance being made for fair wear and tear.
7. All materials and plant that are to be made over to the Contractor by the University shall be handed over to the Director of Physical Plant or Store yards and the charges for the respective as also for stacking the materials neatly and in regular heaps on the ground or sheds to which they are brought shall be deemed to be included in the rates for the work.
8. Unless otherwise specifically provided for in the Contract, the Contractor shall at his own cost keep all portions of the work free from water whether due to springs, soakage or inclement weather and in a neat and sanitary condition and shall also see that drainage and sewage are prevented from entering the site of work or accumulating therein.
9. The Contractor shall be responsible for the proper use and bear the cost of protection of materials made over to him by the University for use on the work and bear any loss from deterioration or from faulty workmanship or any other cause. The cost of materials thus allowed to deteriorate amounting as it does to an excess issue over sanctioned quantities will be recovered at rates as per Clause of the notice inviting Tenders. The orders of the Director of Physical Plant in the matter shall be final and binding on the Contractor.
10. The Contractor shall be responsible to see that the level or other pegs, profiles, bench marks, masonry pillars or other marks set up by the Engineering Wing for guidance in the execution of the work are not disturbed, removed or found disturbed, removed or destroyed they will be replaced by the Department at the cost of the Contractor.
11. Any materials brought to the site of work or any work done by the Contractor but rejected by the Officer-in-charge as being not up to the specification shall in the case of materials supplied by then and there removed

from or broken up at the site or work and in the case of work done be dismantled or rectified at the expense of Contractor as may be ordered by the Officer-in-charge.

12. In all cases whether so specified in the contract or not, the work shall be executed in strict accordance with the Contractor's accepted tender and these specifications and with such, further drawings and specifications and orders as may from time to time be issued by the Director of Physical Plant.
13. Whenever the Contractor is ordered by the Director of Physical Plant or his authorised assistant or subordinate to execute any items of work which is not in the tender, it shall be the Contractors' duty to get a specific price arranged for the items and to see that it is written in the work spot order book (which shall be provided by the Director of Physical Plant and kept in the work by the subordinate in charge) and that this order is initialed and dated by the Contractor and the officer ordering that particular item of work. For any extra item executed by the Contractor and not so entered in the work spot order book and initialed both by the Contractor and the Director of Physical Plant ordering such extra item that Contractor shall have no claim for extra payment.
14. 1) Before starting the work the Contractor shall make all arrangements to obtain wiring sanction from the K.S.E.B. after giving necessary application.
    2) The Contractor after completion of work shall make all arrangements to effect the service connections and testing the installations.
    3) Final bill for the work done will be paid only after getting service connection and satisfactory testing.
    4) The materials and fittings shall be got approved by the D.P.P., A.E.E. (Ele.) before they are used.

SPECIFICATION

(A) Schedule of rates and probable quantities
(In separate sheet)

(As current in the Kerala Public Works Department)

Signature of tenderer……

Date……