

PUDUCHERRY POWER CORPORATION LIMITED
(A GOVERNMENT OF PUDUCHERRY UNDERTAKING)
PROJECT OFFICE, T.R.PATTINAM, KARAIKAL.

No: A-151 /PPCL/TRP/SE/EE(M)/AE(Civil)/17-18 / 2405

Dated: 03.01.2018

TENDER NOTICE

On behalf of the Puducherry Power Corporation Limited, Sealed Tenders are invited from the Firms by the Superintending Engineer, PPCL, T.R. Pattinam; Karaikal for the following work.

Name of Work : Anti-Termite treatment to all the quarters inside the residential complex at T.R.Pattinam Karaikal.

Cost put to tender : ₹. 3, 44,079/-

EMD : ₹. 6,900/-

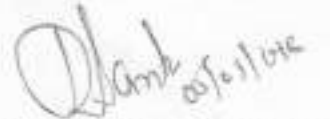
Cost of tender schedule: ₹ 500 + GST @ 5%

NIT can be either purchased on payment of cost of Tender schedule in the prescribed format on all working days during office hours or downloading from the official website noted below but conditions as mentioned in the Press Notice published in the website will apply.

Last date for receipt of application for issue of NIT (4.00 hrs. on 19.01.2018)

Last date for receipt of Tender (3.30 hrs. on 24.01.2018)

The Press Notice is uploaded in the website (<http://ppclgov.in>) and the NIT can be downloaded in (<http://ppclgov.in>)



SUPERINTENDING ENGINEER

ANNEXURE-II

PUDUCHERRY POWER CORPORATION LIMITED

(A GOVERNMENT OF PUDUCHERRY UNDERTAKING)

PROJECT OFFICE, T.R.PATTINAM, KARAIKAL.

No: P-151 /PPCL/TRP/SE/EE(M)/AE (Civil)/17-18 / 2405

Dated: 03.01.2018

TENDER NOTICE

The Superintending Engineer, PPCL, T.R. Pattinam, Karaikal invites on behalf of the Puducherry Power Corporation Limited sealed item rate tenders for the following work from the eligible firms. All firms should produce documents evidence in support of their having satisfactorily completed three similar work each costing not less than ₹ 1.38 Lakhs or two similar works each costing not less than ₹2.07 lakhs or one similar work costing not less than ₹ 2.76 Lakhs in the last seven year ending on the last day of the month previous to the one in which the tenders are invited along with the application requesting the tender schedule.

Sl. No.	Name of Work	Approx. Estimated Cost (₹)	Earnest Money Deposit (₹)	Time	Eligibility of contractors
(1)	(2)	(3)	(4)	(5)	(6)
1.	Anti-Termite treatment to all the quarters inside the residential complex at T.R.Pattinam Karaikal.	₹. 3, 44,079/-	₹. 6,900/-	Two(2) months	Specialized firms

- | | | | |
|-------|---|----------------|-----------|
| (i) | Last date & Time for receipt of applications For issue of tender schedules. | 19 - 01 - 2018 | 4.00 P.M. |
| (ii) | Last date & Time for issue of tender Schedules. | 22 - 01 - 2018 | 4.00 P.M. |
| (iii) | Last date & Time for receipt of tenders | 24 - 01 - 2018 | 3.30 P.M. |
| (iv) | Date & Time of opening of tenders | 24 - 01 - 2018 | 4.00 P.M. |

Tenders will be received by the Superintending Engineer, PPCL, T.R. Pattinam, Karaikal as per the date and time mentioned above.

While applying for tender forms, the firms shall submit the attested copies of the work completion certificate. Tender forms and conditions of contract can be had from the office of the Superintending Engineer, PPCL, T.R. Pattinam, Karaikal on payment of ₹ 500/- (Rupees Five Hundred Only) plus GST @ 5.00% by cash as cost of tender schedule (non refundable) but in case of tender schedule being downloaded the cost of tender schedule is payable in the form of

Demand Draft of a Scheduled Bank in favour of the Superintending Engineer, PPCL, payable at Karaikal and shall be enclosed in the envelope super scribing as "EMD / cost of Tender Schedule" and on depositing of EMD as mentioned in column(4) in the form noted below.

The Earnest Money should be deposited by Bankers cheque / Fixed Deposit receipts / Demand Draft of a Scheduled bank and submitted along with the tender schedule. The Earnest money should be drawn in favour of the Superintending Engineer PPCL, T.R. Pattinam, payable at Karaikal.

Tender schedule can also be downloaded by the firms from the website <http://ppclgov.in> but the firms who had downloaded the NIT from the website shall follow the procedures prescribed below:

1. The firms who have down loaded the NIT from the website shall submit the Tender Schedule in Two envelopes sealed in a single cover. The first envelope shall be placed with required amount of cost of Tender Schedule, EMD in the prescribed format drawn on or before the scheduled date of receipt of application, and work completion certificate, and the envelope shall be superscribed as "EMD / cost of schedule" and the other envelope shall be superscribed as TENDER SCHEDULE wherein the duly filled NIT shall be placed and sealed.
2. The firms who have purchased the tender schedule directly from the office shall also submit tender in two envelopes sealed in a single cover. The first envelope shall be placed with the copy of receipt of cost of tender schedule, proof of documents for remittance of EMD, " and work completion certificate, and the envelope shall be super scribed as 'EMD / Cost of Schedule and in the other envelope superscribing "Tender Schedule" wherein the duly filled NIT shall be placed and sealed.
3. On the scheduled date of opening, the tender schedules of the firms who had down loaded the schedules / purchased the Tender Schedules from the office, the cover superscribing "EMD / Cost of schedule" shall be opened first and on fulfillment of furnishing the details of cost of tender schedule, payment of EMD, work completion certificate, as mentioned above, only, the other envelope super scribing as "Tender Schedule" will be opened. The firms Envelope "Tender Schedule" who do not satisfy the Press Notice conditions will be returned unopened.
4. If the opening day of tender happens to be a Public Holiday, the same will be opened on next working day.
5. The time allowed for carrying out the work will be 2 (Two) months from the fifteenth day after the date of written order to commence the work.


SUPERINTENDING ENGINEER

PUDUCHERRY POWER CORPORATION LIMITED

(A GOVT OF PUDUCHERRY UNDERTAKING)

T.R. PATTINAM, KARAİKAL.

ITEM RATE

NOTICE INVITING TENDERS

Name of work : Anti-Termite treatment to all the quarters inside the residential complex at T.R.Pattinam Karaikal.

Estimate cost put to tender : Rs.3, 44,079 /-

Earnest Money Deposit : Rs.6,900 /-

Performance Guarantee : 5% of the Tendered Value.

Security deposit : 5% of Tendered Value.

Cost of tender schedule : Rs.500 + GST @5%

Time Allowed : Two (2) Months.

Total Number of pages : 35 pages

Time & date of opening of Tender :

CONTRACTOR

SUPERINTENDING ENGINEER

NAME WITH FULL POSTAL ADDRESS OF THE CONTRACTOR :

DATE OF APPLICATION FOR TENDER SCHEDULE :

DATE OF RECEIPT OF APPLICATION :

DATE OF ISSUE OF TENDER SCHEDULE :

CLASS IN WHICH THE CONTRACTOR IS ENLISTED AND THE AMOUNT UPTO WHICH IS ELIGIBLE TO TENDER :

SUPERINTENDING ENGINEER

PUDUCHERRY POWER CORPORATION LIMITED
(A Govt. of Puducherry Undertaking)

T.R.Pattinam, Kariakal.

Name of the work: Anti-Termite treatment to all the quarters inside the residential complex at T.R.Pattinam Karaikal.

CORRECTION SLIP No.1

The following corrections shall be deemed to have been made wherever the words mentioned under the column 'FOR' appears in the N.I.T. / AGREEMENT.

Sl.No.	For	Read
1.	President of India/Government	Puducherry Power Corporation Limited
2.	Superintending Engineer	Managing Director, Puducherry Power Corporation Limited, Puducherry.
3.	Engineer-in-charge / Executive Engineer (Mech)	Superintending Engineer
4.	Government	Corporation

PUDUCHERRY POWER CORPORATION LIMITED
(A Govt. of Puducherry Undertaking) T.R.Pattinam,
Karaikal.

NOTICE INVITING TENDER

1. Item rate / rate tenders are invited on behalf of Puducherry Power Corporation Limited from approved and eligible contractors of C.P.W.D. (and those of appropriate list of Department of Telecommunications, M.E.S Railways and Puducherry State P.W.D) for the work of : Anti-Termite treatment to all the quarters inside the residential complex at T.R.Pattinam Karaikal

The enlistment of the contractors should be valid on the last date of sale of tenders.

In case only the last date of sale of tender is extended, the enlistment of contractor should be valid on the original date of sale of tenders.

In case both the last date of receipt of application and sale of tenders are extended, the enlistment of contractor should be valid on either of the two dates i.e original date of sale of tender or on the extended date of sale of tenders.

1.1. The work is estimated to cost Rs.3.44.079/- This estimate, however is given merely a rough guide.

1.1.1. The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate Division which will deal with all matters relating to the invitation of tenders.

For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.

1.2. Tenders will be issued to eligible contractors provided they produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:

Criteria of eligibility for issue of tender documents

Three similar works each costing not less than Rs..... lacks or Two similar works each costing not less than Rs..... lacks or one similar work costing not less than Rs..... lacs in last 7 years ending (Date).

For the purpose of this clause 'Similar Work' means the works of

Note: 1. Above condition is applicable (1) for CPWD as well as Non-CPWD contractors for works estimated to cost above Rs.20 Crores (2) only for Non-CPWD contractors for works estimated to cost upto Rs.20 Crores.

2. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to the last date of receipt of applications for tender.

Agreement shall be drawn with the successful tenderer on prescribed Form No. 7/8 which is available as a Govt. of India publication Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

3. The time allowed for carrying out the work will be Two (2) months from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

4. The site for the work is available.

or

The site for the work shall be made ~~available~~ in parts as specified below:
.....

5. Applications for issue of forms shall be received by SE PPCL upto 19.01.2018 (4 PM) and tender documents shall be issued by SE PPCL upto 22.01.2018 (4 PM).

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of the work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the Office of the Executive Engineer (Mech.) PPCL, T.R.Pattinam, Karaikal between hours 11.00 a.m. and 4.00 p.m. from 19.01.2018 to 24.01.2018 everyday except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above, on payment.

(i) Rs.500 + GST @5% in cash as cost of tender.

6. Tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelopes, will be received by the SE PPCL upto 03.30 P.M. on 24.01.2018 and will be opened by him or his authorised representative in his office on the same day at 04.00 P.M.

6.1. Tenders shall be accompanied with Earnest money of Rs.6,900/- in cash (upto Rs.10,000/-) Receipt Treasury Challan / Deposit at call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of SE PPCL 50% of earnest money or Rs.20 lakhs, whichever is less, will have to be deposited in the shape prescribed above and balance amount of earnest money can be accepted in the form of Bank guarantee issued by a scheduled bank having validity for 6 months or more from the last date of receipt of tenders.

6.2 The tender and the earnest money shall be placed in separate sealed envelopes, each marked 'Tender' and 'Earnest Money' respectively. In cases where earnest money in cash is acceptable, the same shall be deposited with the Cashier of the Division and the receipt placed in the envelope meant for earnest money. Both the envelopes shall be submitted together in another sealed envelope with the name of work and due date of opening written on envelope, which will be received by the SE PPCL upto 3.30 P.M. on 24.01.2018 and will be opened by him or his authorized representative in his office on the same day at 4.00 P.M. The envelope marked 'Tender' of only those tenderers shall be opened, whose earnest money, placed in the other envelope, is found to be in order.

7. The contractors whose tender is accepted, will be required to furnish performance guarantee of 5% (Five percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at call receipt of any scheduled

bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or Government securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the Contractor.

8. The description of the work is as follows: Anti-Termite treatment to all the quarters inside the residential complex at T.R.Pattinam Karaikal.

Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc., will be issued to him by P.P.C.L and local conditions and other factors having a bearing on the execution of the work.

9. The competent authority on behalf of PPCL, T.R.Pattinam, Karaikal does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders, in which any of the prescribed condition is not fulfilled or any condition including that or conditional rebate is put forth by the tenderer shall be summarily rejected.

10. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

11. The competent authority on behalf of PPCL, T.R.Pattinam, Karaikal reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

12. The contractor shall not be permitted to tender for works in the CPWD Circle (division in case of contractors of Horticulture / Nursery category) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or a subsequently employed by him and who are near relatives to any gazetted officer in the PPCL, T.R.Pattinam, Karaikal. Any breach of his condition by the contractor would render him liable to be removed from the approved list of contractors of this Corporation.

13. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Puducherry is allowed to work as a contractor for a

period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractors' service.

14. The tender for the works shall remain open for acceptance for a period of ninety days from the date of opening of tenders, ~~ninety days from the date of opening of financial bid~~ (strike out as the case may be) if any tenderer withdraws his tender before the said period or issue of letter of acceptance whichever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable to the Corporation then the corporation without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

15. This notice inviting tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of--

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

(b) Standard C.P.W.D form \nearrow /8

16. For Composite Tenders:

16.1.1. The tenderer must associate with himself agencies of the appropriate class eligible to tender for the other components individually.

16.1.2. It will be obligatory on the part of the tenderer to sign the tender document for all the components. (The schedule of quantities, conditions and special conditions etc.)

16.1.3. After the work is awarded, the contractor will have to enter into separate agreements for each component with the Officer concerned.

16.1.4. Executive Engineer-in-charge of minor component shall make interim payments in respect of minor component of work. Executive Engineer in charge of the major component shall make the payment against final bill of the composite contract.

16.2. The Executive Engineer Incharge of the major component will call tenders for the composite work. The cost of tender document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite tender. Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major component of work.

16.3 On acceptance of the composite tender by the competent authority, the letter of award will be issued by the Executive Engineer-in-charge of the major component on behalf of the President of India, making it clear in the letter of award that the contractor will have to execute separate agreements for different components of work with the concerned officers of the respective discipline. (Designation to be given).

Signature of Executive Engineer (Mech.)

.....
For and on behalf of PPCI, T.R.Pattinam, Karaikal.

PUDUCHERRY POWER CORPORATION LIMITED
(A Govt. of Puducherry Undertaking) T.R.PATTINAM,
KARAIKAL.

STATE : PUDUCHERRY
REGION : KARAIKAL

CIRCLE : }
DIVISION : } PPCL, T.R.Pattinam
SUB-DIVISION : }

**~~PERCENTAGE RATE TENDER~~ / ITEM RATE TENDER &
CONTRACT FOR WORKS**

(A) Tender for the work of:

Anti-Termite treatment to all the quarters inside the residential complex at
T.R.Pattinam Karaikal.

- (i) To be submitted by 03.30 p.m. on 24.01.2018
to the Superintending Engineer / ~~Assistant Engineer~~, P.P.C.L., T.R. Pattinam,
Karaikal / ~~Puducherry~~.
- (ii) To be opened in presence of tenderes who may be present at 04.00 p.m. on 24.01.2018
in the Office of the Superintending Engineer / ~~Assistant Engineer~~, P.P.C.L., T.R.Pattinam, Karaikal /
~~Puducherry~~.

Issued to: -----

Contractor

Signature of officer issuing the documents-----

Designation -----

Date of issue -----

TENDER

I/We have read and examined the notice inviting tender, Schedule A, B, C, D, E and F. Specifications applicable, drawings and designs, general rules and directions, conditions of contract, clauses of contract, special conditions, schedule of rates and other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.

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

We agree to keep the tender open for ninety (90) days from the due date of its opening ninety days from the date of opening of financial bid (strike out as the case may be) and not to make any modifications in its terms and conditions.

A sum of Rs.6,900 /- is hereby forwarded in ~~cash~~/receipt treasury challan / deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank / demand draft of a scheduled bank / bank guarantee issued by a scheduled bank as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period. I/we, agree that the said Executive Engineer, PPCL, Puducherry or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that PPCL or his successors in office shall without prejudice to any other right of remedy available in law be at liberty to forfeit the said earnest money and the performance guarantee absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clauses 12.2 and 12.3 of the tender form.

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

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

Dated:.....

Signature of Contractor
Postal Address

Witness:

Address:

Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs. ----- (Rupees only).

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

- (a)
- (b)
- (c)

For & on behalf of P.P.C.L

Signature :.....

Designation :.....

Date:.....

PUDUCHERRY POWER CORPORATION LIMITED

(A Govt. of Puducherry Undertaking)

T.R.PATTINAM, KARAIKAL.

General Rules and Directions:

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the officer inviting tender or by publication in news papers as the case may be.

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

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorising him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act.1952.

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

Applicable for Item Rate Tender only (CPWD-8):

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates will be summarily rejected, No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer written on the envelopes.

The rate(s) and/or amount(s) must be quoted in decimal coinage Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one.

Applicable for Percentage Rate Tender only (CPWD-7)

4.(a) In case of Percentage Rate tenders, tenderer shall fill up the usual printed form, stating at what entage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates will be summarily rejected.

No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

GENERAL RULES & DIRECTIONS

5. The officer inviting tender or his duly authorised assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.

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

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

8. The memorandum of work tendered for, and the schedule of materials to be supplied by the Corporation and their issue rates, shall be filled and completed in the Office of the Officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.

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

9. A. Use of correcting fluid, any where in tender document is not permitted. Such tender is liable for rejection.

**Applicable for
Item Rate
Tender only
(CPWD -8)**

10. In the case of item Rate Tenders, only rates quoted shall be considered Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words However, if a discrepancy is found, the rates which correspond with the amount worked out be the contractor shall unless otherwise proved by taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as Zero and work will be required to be executed accordingly.

**Applicable for
Percentage
Rate Tender
Only (CPWD -7)**

10.(a) In case of Percentage rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy. However, if the contractor has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the contractor shall, unless otherwise roved be taken as correct. If the amount of the tender is not worked out by the contractor or it does not correspond with the percentage written either in figures or in words then the percentage quoted by the

GENERAL RULES & DIRECTIONS

contractor in words shall be taken as correct. Where the percentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the contractor, will, unless, otherwise proved, be taken as correct and not the amount.

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

**Applicable for
Item Rate
Tender only
(CPWD-8)**

12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figure as well as in words and the amount in figure only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures the word 'Rs'. should be written before the figure of rupees and word 'P' after the decimal figures e.g., 'Rs.2.15 P'. and in case of words, the word, 'Rupees should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word only, it should invariably be upto two decimal places. While quoting the rate in schedule of quantities the word 'only' should be written closely following the amount and it should not be written in the next line.

**Applicable for
Percentage
Rate Tender
only (CPWD-7)**

12. (a) In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures the word 'Rs'. should be written before the figure of rupees and word P after the decimal figures, e.g. 'Rs.2.15P and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end.

13. The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of an irrevocable Bank Guarantee bond of any Scheduled Bank or State Bank of India in accordance with the form prescribed or in cash or in the form of Government security fixed deposit receipt etc., as in the case of recovery of security deposit within 15 days of the issue of letter of intent but before award of work. This period can be further extended by the Engineer-in-Charge up to a maximum period of 7 days on written request of the contractor.

13A. A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with sum already deposited as earnest money will amount to security deposit of 5% of the tendered value of the work (Bank Guarantee is not to be accepted as security deposit).

13B. The Superintending Engineers / Executive Engineers of the department on evaluation of tender and if the tender is found that the overall amount quoted is below 15.00%, and less then the contractor shall be asked to pay an additional performance guarantee amounting to 50% of the difference between the quoted amount and estimate cost put to tender. Failure to furnish the additional performance guarantee over and above the normal performance guarantee of 5% within 15 days from the date of receipt of acceptance letter, shall entitle cancellation of award and forfeiture of EMD furnished.

14. On acceptance of the tender, the name of the accredited representative(s) of the contractor, who would be responsible for taking instructions from the Executive Engineer shall be communicate in writing to the Executive Engineer.

GENERAL RULES & DIRECTIONS

15. This work is covered under Puducherry Goods and Services Act 2017 and hence the contractors are requested to quote the rates including the effect of GST. Additional/ separate claim for any recovery on GST will NOT be entertained on any account after the award of work. The payment is also liable for TDS as instructed by the Commercial Tax Department based on GST.

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

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

18. The tender for composite work includes in addition to building work, all other works such as sanitary and water supply installation, drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered Contractor (B & R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works, in the composite tender.

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

Name of Work (1)	Name and particulars of Divn. Where work is being executed (2)	Value of work (3)	Position of works in progress (4)	Remarks (5)
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20. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer / Executive Engineer may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

21. The Contractor / Firm Must obtain necessary prior permit from Pondicherry Ground water Authority for the water requirement of the Proposed Construction / road work which will be met out either from tube well or transportation through tanker Lorries before the Commencement of construction work.

22. The issues for which contractors seeking arbitration shall be referred to the Dispute Redressal Committee (DRC) which is constituted vide circular No. 604/PW/CE/W/EE(P)/AE(P)1/2013-14 dated 16-05-2013 at the first instance and then the proposal shall be referred to appointment of Arbitrator as per the provisions under the General conditions of Contract.

CONDITIONS OF CONTRACT

Definitions:

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

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

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

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

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

(iv) The 'President' means the P.P.C.L., and his successors.

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

(vi) 'Corporation' or 'Puducherry Power Corporation Limited' shall mean the Puducherry Power Corporation Limited.

(vii) The terms 'Director General of Works' includes Additional Director General and Chief Engineer of the Zone.

(viii) **Accepting authority** shall mean the authority mentioned in Schedule 'F'.

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

(x) **Market rate** shall be the rate as decided by the Executive Engineer on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover all overheads and profits.

(xi) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule or Rates of the Corporation mentioned in schedule 'F' hereunder with the amendments thereto issued upto the date of receipt of the tender.

CONDITIONS & CONTRACT

(xii) **Department** means PPCL which invites tenders on behalf of President of India as specified in schedule 'F'.

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

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

(xv) **Date of commencement of work.** - The date of commencement of work shall be the date of start as specified in Schedule F or the 1st date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

Scope and performance:

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

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

5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out:

6. The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule - A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties hosting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of tender:

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

Discrepancies and adjustment of errors:

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

8.1 In the case of discrepancy between the schedule of quantities, the specifications and /or the drawings, the following order of preference shall be observed.

(i) Description of schedule of quantities.

(ii) Particular specification and special conditions, if any

CONDITIONS & CONTRACT

- (iii) Drawings
- (iv) CPWD, specifications,
- (v) Indian standard specifications of B.I.S.

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

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

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

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

- (ii) Standard CPWD Form as mentioned in schedule 'F' consisting of:
 - (a) Various standard causes with corrections upto the date stipulated in schedule 'F' alongwith annexures thereto.
 - (b) CPWD safety code.
 - (c) Model Rules for the protection of health, sanitary arrangements for workers employed by CPWD or its contractors.
 - (d) CPWD Contractor's Labour Regulations.
 - (e) List of Acts and omissions for which fines can be imposed.
- (iii) No payment for the work done will be made unless contract is signed by the contractor.

BANK GURANTEE BOND

**FORM OF PERFORMANCE SECURITY (GUARANTEE)
BANK GUARANTEE BOND**

In consideration of the President of India (hereinafter called “The Corporation”) having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called “The said contractor(s)”) for the work (hereinafter called the “said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs..... (Rupees only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We (hereinafter referred to as “the Bank”) hereby undertake to pay to the Corporation an amount not exceeding Rs..... (Rupees only) on demand by the Corporation
(indicate the name of the Bank)

2. We (Indicate the names of bank do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Corporation stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).

3. We, the said bank further undertake to pay to the Corporation any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before ay Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharged this guarantee.

BANK GURANTEE BOND

5. We (indicate the name of bank) further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the corporation against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We (indicate the name of bank) lastly undertake not to revoke this guarantee except with the previous consent of the Corporation in writing.

8. This guarantee shall be valid up to unless extended on demand by the Government. Not withstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the day of for
(indicate the name of Bank).

PROFORMA OF SCHEDULES

PROFORMA OF SCHEDULES

(Operative schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities (as per PWD-3)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

Sl.No	Description of item	Quantity	Rates in figures and words at which the materials will be charged to the contractor	Place of issue
(1)	(2)	(3)	(4)	(5)

SCHEDULE 'C'

Tools and plants to be hired to the contractor

Sl.No.	Description	Hire charges per day	Place of issue
(1)	(2)	(3)	(4)

SCHEDULE 'D'

Extra schedule for specific requirements/ documents for the work, if any

SCHEDULE 'E'

Schedule of component of other materials, labour, POL etc. for price escalation.

Name of Work: Anti-Termite treatment to all the quarters inside the residential complex at T.R.Pattinam, Karaikal

Sl. No	Sub-Head and Item of Work	Quantity	Unit	Rate		Total
				In figures	In words	
1	CODE:2.34.1 Supplying chemical emulsion in sealed containers including delivery as specified- Chlorpyriphos / Lindane emulsifiable concentrate of 20%.	601.00	litres			
2	CODE: 2.35.2.1 Diluting and injecting chemical emulsion for POST-CONSTRUCTIONAL anti-termite treatment (excluding the cost of chemical emulsion) Along the external wall below concrete or masonry apron using chemical emulsion @ 2.25 litres per linear metre including drilling and plugging holes etc.- With Chlorpyriphos / Lindane E.C. 20% with 1% concentration.	450.00	m			
3	CODE: 2.35.4.1 Diluting and injecting chemical emulsion for POST-CONSTRUCTIONAL anti-termite treatment (excluding the cost of chemical emulsion): Treatment of existing masonry using chemical emulsion @ one litre per hole at 300 mm interval including drilling holes at 45 degree and plugging them with cement mortar 1:2 (1 cement : 2 coarse sand) to the full depth of the hole: With Chlorpyriphos / Lindane E.C. 20% with 1% concentration.	2345.00	m			
4	NON PSR Diluting and injecting chemical emulsion for POST-CONSTRUCTIONAL anti-termite treatment (excluding the cost of chemical emulsion): Treatment at points of contact of wood work by chemical emulsion Chlorpyriphos / Lindane (in oil or kerosene based solution) @ 0.5 litres per hole by drilling 6mm dia holes at downward angle of 45 degree at 300 mm centre to centre and sealing the same.	1550.00	m			

Special Conditions:

- (1) The above said work falls under the category of "Specialized works"
- (2) The contractor should give guarantee for five years as per the Appendix 22 of CPWD Works Manual in non-judicial stamp paper.
Model form of guarantee is enclosed here with reference.

PROFORMA OF SCHEDULES

SCHEDULE 'F'

Reference to general Conditions of Contract.

Name of work	: Anti-Termite treatment to all the quarters inside the residential complex at T.R.Pattinam Karaikal.
Estimated Cost of Works	: Rs. 3,44,079/-
(i) Earnest Money	: Rs.6,900/-
(ii) Performance Guarantee	: 5% of tendered value.
(iii) Security Deposit	: 5% of tendered value.
Additional Performance Guarantee (in case of tender which is more than 15.00% below)	: 50% of the difference in cost between the quoted amount and estimate cost put to tender.

GENERAL RULES & : DIRECTIONS	Officer inviting tender	The Superintending Engineer PPCL, T.R.Pattinam, Karaikal,
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Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 &12.3% (see below)
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Definitions:

2 (v)	Engineer-in-charge	<u>Superintending Engineer PPCL, TRP</u>
2 (viii)	Accepting Authority	<u>The Managing Director, PPCL, Puducherry</u>
2 (x)	Percentage on cost of materials and labour to cover all overheads and profits	As admissible
2(xi)	Standard Schedule Rates	As per the PSR 2013-14 applicable to Karaikal region
2(xii)	Department	Puducherry Power Corporation Limited, T.R.Pattinam, Karaikal
9(ii)	Standard PWD Contract Form	PWD form – 8 as modified and Corrected up to date

MODIFIED CLAUSES AS PER CON / MAN CIRCULARS

- Clause 1**
- (i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days **15days**
 - (ii) Maximum allowable extension beyond the period as provided in (i) above in days **7days**

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

In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

Clause 1A Recovery of Security Deposit as amended

Clause 2 Authority for fixing compensation under clause 2 The Managing Director, PPCL, Puducherry

Clause 2A Whether clause 2A shall be applicable ~~Yes~~ / No

Clause 3 Modified

Clause 3A Modified

Clause 3B Deleted

Clause 5

Para (i) Time allowed for execution of work **2 (Two) Months**

Para (ii) Authority to give fair and reasonable extension of time for completion of work The Superintending Engineer, PPCL Karaikal.

Mile stone(s) as per table given below:
Table of Mile Stone(s)

Sl. No	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
1			
2			
3			

or

Sl. No.	Financial Progress	Time allowed in days (from date of start)	Amount to be withheld in case of non-achievement of milestone
1.	1/8 th (of the whole work)	1/4 th (of the whole work)	In the event of not achieving the necessary progress as assessed from the running payments 1% of the tendered value of work will be withheld for failure of each milestone.
2.	3/8 th (of the whole work)	½ (of the whole work)	
3.	3/4 th (of the whole work)	3/4 th (of the whole work)	
4.	Full	Full	

Clause 7

Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.

Rs. 1,000,00 /-

Clause 10B (ii)

Mobilization advance modified to the max of 10% of tendered value with 10% simple interest.

Clause 10B (iii)

Plant, Machinery and Shuttering Material Advance as amended

Clause 10C

As amended

Clause 10CA	Applicable	
Clause 10CC	Not Applicable	
Clause 11	Specifications to be followed for execution of works	C.P.W.D. specifications 1996 & 2009, MORTH, IRC & CPHEEO specifications and manuals (with correction slips and subsequent publications)
Clause 12	Clause 12.1.2 deleted and renumbered as 12.1	
12.2 & 12.3	Deviation limit beyond which Clauses 12.2 & 12.3 shall apply works related to superstructure.	30%
12.5	Works related to foundation Deviation limit beyond which clause 12.2 & 12.3 shall apply for.	
	(i) For maintenance work Building work of time bound urgent & emergency nature.	50 %
	(ii) For foundation work	100 %
Clause 16	Competent Authority for deciding reduced rates.	The Managing Director, PPCL, Puducherry.

Clause 17 Enhancement of maintenance period **6 months**

Clause 21 Subletting the work - not permitted

Clause 36 Modified Clause 36 as per
No.DGW/CON/203 dt 6.1.05 is applicable.

“Requirement of Technical Representative(s) and Recovery Rate”

Sl.No	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)	
						Figures	Words
1.	Graduate Engineer or Diploma Engineer	Civil	Principal Technical Representative	Nil or 5 years	1	Rs 10,000/- p.m.	(Rupees Ten thousand only)

Assistant Engineers retired from Government services that are holding diploma will be treated at par with Graduate Engineers.

PROFORMA OF SCHEDULES

Clause 42

(i) (a) Schedule / Statement for determining theoretical quantity of cement and bitumen on the basis of Delhi Schedule of Rates 2007 printed by CPWD

(ii) Variations permissible on Theoretical quantities.

(a) Cement for works with estimated cost put to tender but not more than Rs.5 lakhs. **3% plus / minus**

	For works with estimated cost put to tender more than Rs.5 lakhs.	2% plus/ minus
(b)	Bitumen all works	2.5% plus only and nil on minus side.
(c)	Steel reinforcement and structural steel sections for each diameter,	2% plus / minus
(d)	All other materials	Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No	Description of item	Rates in figure and words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Cement		
2.	Steel reinforcement		
3.	Structural sections		
4.	Bitumen issued free		
5.	Bitumen issued at stipulated fixed price		

CLAUSE 47

During the course of contract period, deduction of “CESS” to provide social security and various welfare benefits through the Puducherry Buildings and other construction workers Welfare Board under Section 18 of the Building and Other Construction Workers Cess collection (RECS) Act, 1996, shall be made at the rate of 1% (One Percent) of the gross amount of each bill or as per the advice of the Government of Puducherry.

GENERAL CONDITIONS

GENERAL CONDITIONS

(1) The work shall in general be carried out in accordance with CPWD specifications for works in Delhi 1996 Volume I to VI with correction slips and issued from time to time. Revised CPWD Specification 2002 for cement mortar, cement concrete & RCC.

(2) However if the said specifications differ from those given in the description of any particular item in the schedule of quantities and specifications stipulated herein, the later shall prevail.

(3) If the detailed description of any particular item in the schedule of quantities and specifications finally accepted by the department differs from the particular specifications given hereunder, the former shall prevail to the extent applicable.

0 (4) If the particular specification given hereunder differs from I.S. code provisions, in any respect, the former shall prevail.

(5) Wherever any reference to any Indian standard specification occurs in the documents relating to this contract the same should be inclusive of all amendments issued there to or revision thereof if any, up to the date of receipt of tenders.

(6) Conditions involving any financial implications other than those covered in the schedule of quantities will not be entertained and such tenders are also liable to be rejected.

(7) When working near existing structures, care shall be taken to avoid any damage to such structures, any such damage caused intentionally or unintentionally shall restored be restored to original and or acceptable condition and to the satisfaction of the Engineer-in-charge.

(8) The contractor shall given to the other Commune Panchayats, Police and other authorities all notices etc., that may be required to be given as per law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges which may be leviable on account of the operations during the execution of the contract. The department on this account will entertain no extra claim of the contractor will be entertained by the department on this account.

(9) Other agencies doing works related to this project may also simultaneously execute the works and the contractor shall co-ordinate and co-operate with them as found to be necessary at no extra cost.

(10) Any cement slurry or lime mortar or any combination thereof or water proofing material required for continuation from old work is demand to have been in built in the relevant items themselves and nothing extra shall be paid for the same.

(11) Unless otherwise specified in the schedule of quantities the rate for all items of the work shall be considered as inclusive of pumping out or bailing out water if required for which no extra payment will be made. This will include water encountered from any source as rains, flood and subsoil water table being high due to any other cause whatsoever.

CONDITIONS FOR ISSUE OF MATERIALS

The materials shall be issued to the contractor at the place of delivery as mentioned in schedule 'B'. If these are delivered at any other site, the difference due to cartage will be adjusted accordingly. The contractor shall have to cart at his cost the materials to the site of work as soon as these are issued. The materials shall be issued between the working hours and as per rules prevails in the stockyard of the materials as framed from time to time.

The contractor shall bear all incidental charges for cartage, storage and safe custody of materials. No reimbursement of the expenses will be made by the department.

GENERAL CONDITIONS

The contractor shall construct suitable godown at the site of work for storing the materials safe against damage of sun, rain, dampness, fire, theft etc., He shall also employ necessary watch and ward establishment for the purpose.

Cement bags shall be stored in separate godown with pucca floor weather proof roofs and walls. Each godown shall be provided with a single door with two locks. The key of one lock shall remain with the Department Junior Engineer-in-charge of the work and that of the other lock with authorized agent of the contractor at the site of work so that the cement is removed from the godown accordingly to the daily requirements with the knowledge of both the parties.

The cement shall be stacked on proper floors consisting of two layers of dry bricks laid on well-consolidated earth at a level of at least 0.3 meters above ground level. These stacks shall be in row of 2 and 10 high with a minimum of 0.6 meter clear space all round. The bags would be placed horizontally continuous in each line as shown in the sketch at page 398 of C.P.W.D. specification 1996.

The day today receipts and issue accounts of cement shall be maintained buy the Junior Engineer-in-charge and signed daily by the contractor or his authorized agent.

MATERIALS OBTAINED FROM DISMANTLEMENT

1. The contractors, in course of their work, should understand that all materials (e.g. stone and the other materials) obtained in the work of dismantling, excavation etc. will be considered PPCL, T.R.Pattinam, property and issued to the contractor (if they require the same for their own use) at rates approved by Government. If these a materials are not required by them, they will disposed off to the best advantage of PPCL, T.R.Pattinam.

DELAY IN OBTAINING MATERIALS BY THE DEPARTMENT

II. Owing to difficulty in obtaining certain materials in the open market, the PPCL, T.R.Pattinam, have undertaken to supply materials specified in schedule 'B' of the tender form at rates stated therein. There may be delay in obtaining the materials by the Corporation and the contactors is, therefore required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that the labour may not remain idle nor may there be any other claim due to so arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the PPCL, T.R.Pattinam, on account of delay in supplying materials.

III. M.S. or deformed bars shall be issued in lengths as available in stores. M.S. or deformed bars shall be issued in straights or in coils as available and nothing extra shall be payable for straightening the bars. The bars issued in available lengths shall be cut to the required lengths and nothing extra shall be payable for the same.

IV. The contractor shall have to deposit the approved paints of required colour and shade as per actual requirements of the work to be done with the Engineer-in-charge at his Departmental Store at the site of work.

The contractor shall be responsible for the water proof ness of the roof for one full monsoon season after the date of completion. He shall rectify the defect noticed after due intimation in writing is given by the Engineer-in-charge shall get the defects repaired at the contractor's risk and cost.

WATER SUPPLY AND SANITORY WORK

v. The contractor shall engage licensed plumber for the work and get the materials tested by the Municipal authorities whenever required at their own cost. The work shall be carried out according to the Municipal Bye-laws and the contractor shall produce necessary certificate from Municipal authorities after completion of the work.

GENERAL CONDITIONS

VI. The contractor shall have to deposit water proofing compound as per the actual requirements for the water proofing job with the Engineer-in-charge at his Departmental Stores at the site of work.

The water proofing compound will be issued to the contractor from time to time according to his requirements for the work in the same manner as the issue of the materials stipulated to be issued departmentally.

INCONVENIENCE TO PUBLIC

VII. The contractor shall not deposit materials on any site, which will seriously inconvenience to the public. The Engineer-in-charge may require the contractor to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

VIII. Any damage to work resulting from rains or from any other cause until the work is taken over by the Department after completion will be made good by the contractor at his own cost.

IX. The contractor shall deposit royalty and obtain necessary permit for supply of sand, HBG metal, red earth, etc. from local authorities.

X. The contractor shall get himself acquainted with the nature and extent of the work and satisfy himself about the availability of quarry and of kin for collection and conveyance of materials required for the construction. The contractor's quoted rate should take into account all these factors and will not be allowed for extra lead for collection and conveyance of materials for any reason whatsoever.

XI. The contractor will be permitted to set up labour camp only before a week from the commencement of work and not exceeding fifteen days after the completion of the work.

XII. The contractor shall conform to the provision of any government acts which relate to works and to the regulations and bye-laws of any local authorities. The contractors shall give all notices required by the said acts or laws etc., pay all fees payable to such authorities and allow for these contingencies in his tendered rates including fees for encroachments, costs of restoration etc., and all fees payable to the local authorities.

XIII. Where surplus earth of a suitable quality exists at the site of work, the contractor shall be allowed to use the same free of cost making mud mortar for masonry and for laying mud terracing over the roof. The Engineer-in-charge shall be the final authority to decide whether the earth obtained from excavation is surplus or not.

The surplus earth excavated which is beyond the requirement of P.P.C.L, works, may be allowed by the Executive Engineer to be deposited by the contractor on his own or to sell the surplus earth to private parties at his discretion, but nothing extra will be paid for carriage or disposal of the surplus earth, if the same is not required for P.P.C.L. Works.

Wherever fine sand has been mentioned in the schedule of quantities, it should be conforming to the grading Zone-IV or Zone-V as mentioned in the C.P.WD. Specifications.

XIV. Concrete will be mixed with mixers either operated by hand or mechanical.

XV. The contractor shall not employ women and men below the age of 18 on the work of painting with products containing lead, in any form wherever men above the age of 18 are employed on the work of lead painting the following principles must be observed for such use:

- (a) White lead sulphate or lead, of products containing these pigments shall not be in painting operation except in the form of paste or of paint ready for use.

GENERAL CONDITIONS

- (b) Measures shall be taken in order to prevent danger arising from application of paint in the form of spray.
- (c) Measure shall be taken wherever practicable against danger arising from dust caused by dry rubbing down and scraping.
- (d) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- (e) Overalls shall be worn working painters during whole of the working period.
- (f) Suitable arrangements shall be made to prevents clothing put off during working hours being solid by painting materials.
- (g) Causes of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by a medical team appointed by the competent authority.
- (h) The department may require when necessary a medical examination of workers.
- (i) Instructions with regard to the special hygienic precautions to be taken in the painting trade shall be distributed to working painter.

The standard sectional weights referred to as standard tables in para 5.3.3 in specifications for work 1997 Vol.-1 to be considered for conversion of length of various size of M.S bars and tor steel bars into weights are as under:-

Size (Diameter) mm	Weight Kg/m	Size (Diameter) mm	Weight Kg/m
(1)	(2)	(3)	(4)
6	0.222	25	3.855
8	0.395	28	4.836
10	0.617	32	6.316
12	0.888	36	7.994
16	1.579	40	9.869
18	1.999	45	12.490
20	2.467	50	15.424
22	2.985		

Issue of steel diameter above 10mm will be regulated on sectional weight basis, weight being calculated with the help of the above tables. However, for bars M.S./Tor steel up to and including 10mm the following procedure shall be adopted. The average sectional weights for each diameter shall be arrived at from samples from each lot steel received at site. The actual weights of steel issued shall be modified to take into account the variations between the actual and the standard co-efficients given above and the contractor's account will be debited by the cost of this modified quantity only. The discretion of the Engineer-in-charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for this purpose.

ADDITIONAL CONDITIONS

ADDITIONAL CONDITIONS

1. The rate for all items of works shall unless clearly specified otherwise include cost of all labour, materials and others inputs involved in the execution of item.

2. (a) For the purpose of recording measurements and preparing running account bills the abbreviated nomenclature enclosed with the standard form shall be adopted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and other relevant specifications.

(b) In case of extra and substituted items of work for which abbreviate nomenclature is not provided in the agreements, the full nomenclature of items shall be reproduced in the measurement books and bill forms for running account bills.

3. For all doors and windows whether factory made or otherwise, cleats and rubber buffers 30mm dia. shall be provided as directed by the Engineer-in-charge and the rate for the shutter item shall include the cost of providing such wooden cleats and buffers.

4. For those doors where hydraulic doors closer is provided only wooden cleats need not be provided and no reduction in rate shall be made for the same.

5. The particle board shutter shall be provided, with teak wood lipping (beading) at the edge to which hinges are fixed, without any extra cost.

6. For works where items of aluminium doors, windows etc., are specified, the grade of anodic coating to be provided in accordance with table 1 of 1868-1968 together with reference to IS:5623-1969.

7. Where hydrated lime is available, this can be used on the works and the places where hydrated lime is not available, lime concrete will be prepared by the traditional method of slaking the lime preparing the lime putty etc.

8. (a) Tendered rates are inclusive of all taxed and levies payable under the respective status. However pursuant to the constitution (46th Amendment) Act 1982, if any further tax or levy is imposed by the statue after the date of receipt of tenders and the contractor thereupon necessarily and properly pays such taxes/levies, the contractors shall be reimbursed the amount so paid provided such payment, if, any, is not, in the opinion of the Engineer-in-Charge (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor.

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

(c) The contractor shall within a period of 30days of imposition of any further tax or levy pursuant to the Constitution (46th Amendment) Act, 1982 give a written notice thereof to the Engineer-in-Charge pursuant to this condition, together with all necessary information relating therein.

The components of material labour and P.O.L as indicated in Para 3 of sub clause 10(cc) have been Predetermined as below:

(a) Material	-	75	Percent
(b) Labour	-	25	Percent
(c) P.O.L	-		Percent

		100	Percent

ADDITIONAL CONDITIONS

9. Stipulated materials shall be issued for use at site of work for all the items where such materials are required. For factory made products like precast cement tiles, precast hollow concrete blocks, precast form concrete blocks, precast RCC pipes etc., stipulated materials shall not be issued.

10. While execution of the work, the contractor shall organise his work issued in such a way that the normal functioning of the premises is not disturbed.

11. Any damage done to the existing structure while dismantling execution of the work shall be made good by the contractor at his own cost and no extra claim shall be entertained on this account.

12. The item of Anti-termite treatment shall be executed through a specialized firm.

13. (i) The contractor shall make his own arrangements to provide the steel required for the work from SAIL / IISCO / TISCON / VIAG STEEL PLANT and produce the paid voucher to the Engineer-in-Charge. The materials so procured shall be got tested before use.

14. The contractor shall procure 43 grade cement having ISI mark and stores it in the site godown as per the guidelines specified in the CPWD specification 1996 Vol-II under double lock system. The paid voucher of the cement procured shall be produced to the Engineer-in-Charge. The cement procured shall be got tested before use.

15. The contractor shall make his own arrangements to provide the bitumen required for the work from approved public sector, refineries such as IOC, BP, HPL etc., and produce the paid voucher to the Engineer-in-charge. The materials so procured shall be got tested before use.

16. Necessary test certificates should be produced from the approved laboratory for the quality of materials.

17. Defective materials will be rejected and the same have to be reparably by the contractor at his own cost.

18. Original purchase vouchers should be produced at the time of receipt of materials and at the time of verification by the Engineer-in-Charge. The name of contractor, name of work and agreement number should be clearly noted in the original vouchers.

19. The test specimens shall be provided at free of cost by the contractor.

20. As per circular NO. 339/PW/EE(D)/F.No. 213/02/03; dt: 10-10-02. The cost of samples and all other incidental charges such as packaging transportation to the laboratory, etc., shall also be borne by the contractor. The testing fee shall be paid by the Engineer-in-Charge if the materials pass the test.

21. The test for cement has to be conducted for every 1000 bags or part. The test for steel has to be conducted for every consignment of 20 ton or part thereof for each size/dia.

22. Payment for the item of laying semi Dense Bituminous Concrete shall be made after conducting the density/compaction measurement test and also the surface roughness measured with Bump integrator, by the Highway Research Station, Chennai and ensuring that.

(a) In respect of density/compaction the test result conforms to the density prescribed in the mix design and

(b) In respect of surface roghness measured with Bump integrator the result shall conform to the values prescribed in Table-3 of IRC-SP-16-2004.

ADDITIONAL CONDITIONS II

ADOPTION OF PSR ABBREVIATED NOMENCLATURE - 2002

As per Chief Engineer's PWD Circular No. 378/PW/EE(D)/AE(C)/F.NO.286/2002-03, dated 30.10.2002 the Puducherry Schedule of Rates Abbreviated Nomenclature 2002 for buildings and road works shall be adopted in the recording of measurements and preparation of running account bills, etc., wherever applicable as per CPWD Manual Vol-II Para 7.14.1 to 7.14.6.

PARTICULAR SPECIFICATIONS

PARTICULAR SPECIFICATIONS

1. The work executed shall be measured as per metric dimensions give in the schedule of quantities. The FPS units wherever indicated in the drawings are for guidance only.

2. Unless otherwise specified, all the rates quoted by the contractor shall be for items of work at all levels and heights of the building.

3. The work shall be executed as per the C.P.W.D. specifications 1996 Vol.I to Vol.II (with correction slips and subsequent publications). In case of discrepancies between the specifications of a particular item as indicated in the C.P.W.D specifications mentioned above and as indicated in the nomenclature of the item the latter shall prevail.

4. All stone aggregate, sand etc., shall be obtained only from quarries or other sources approved by the Engineer - in - charge.

All the materials shall be got approved by the Engineer-in-charge before they are actually procured and used at site.

5. The grading of sand to be used for mortars and concrete shall be determined at the site of work by the Engineer-in-Charge and sand conforming to these gradings only shall be used on the work.

6. Necessary washing, screening, etc., of metal and sand shall be done at site as per requirements of the Engineer-in-Charge.

7. Bricks shall have crushing strength of class designation

8. The work of water supply and internal sanitary installations and drainage shall be carried out as per bye-laws of the local Municipal body.

9. All manufactured materials used on the work shall have ISI mark. In case of materials for which no manufacturer has been licensed to manufacture the materials with ISI marking, the material shall conform to the provisions of C.P.W.D./ MOST/IRC/CPHEEO specifications or the ISI code (in the absence of C.P.W.D. specifications or other specification mentioned above for any particular material) In the case of all materials, tests shall be conducted to ensure that they conform to the specifications of codes mentioned above.

10. All materials which are to be tested before use on the work should be procured at least 2 months before use on the work so that enough time is available for testing them before they are actually used.

11. The cost of samples and all other incidental charges such as packing, transportation to the laboratory etc., shall be borne by the contractor and the testing fees shall be paid by the Engineer-in-Charge if the material passes the test.

12. The architectural drawings Nos. based on which the work is to be executed are available with the Engineer-in-Charge and can be inspected by the prospective tenderers up to the date of receipt of tenders at his office during working hours.

Use and testing of all the manufactured materials used in the work shall be regulated as per correction slip No.42of C.P.W.D specifications 1996.

13. Before receiving final payment for the work, contractor shall give an undertaking to the effect that at his own cost he will rectify the defects in walls, roof like leakage, cracks etc. Which may come to light during the first monsoon after the completion of work and for this purpose part of the security deposit which may be deemed reasonable by the Engineer-in-Charge shall be retained till the first monsoon is over as security against the contractor's failure to act upon the undertaking. This undertaking and consequent retention of part of the security deposit shall not invalidate the contract.

PARTICULAR SPECIFICATIONS

The timber to be used on the work shall be of first class wood of species mentioned in the particular item. The timber shall be kiln seasoned as per B.I.S. 1141 - 1973 and shall be treated with non-leach able type preservative by vacuum pressure method as per B.I.S. 401 - 1982.

FACTORY MADE PANELLED SHUTTERS FOR DOORS

14. The shutters shall be fabricated generally as per I.S. 1003 (Part I) - 1997 and as per Architect's drawings. The timber to be used shall be of first class wood of species mentioned in the particular item which shall be kiln seasoned and preservative treated. The panels shall be as specified in the item number. Samples of shutters shall be got tested as per I.S. 1003 (Part - I) - 1997. The rate quoted for the item shall include the element of cost of shutter to be sent for testing and no claim on this account shall be entertained at a later date.

15. Pressed clay tiles to be used on the work conform to I.S. 2690 (Part I) - 1975. However, the water absorption of the tiles when tested by the method described in the Appendix 'A' of the said I.S 2690 (Part I) 1975 shall not exceed 18% (Eighteen per cent).

16. Shahabad stone, stone slabs, marble slabs etc. on treads and risers of steps and shelves shall be in single pieces.

P.V.C. PIPES INTERNAL WORK AND EXTERNAL WORK

17. The specification in respect of laying and jointing rigid P.V.C threaded pipes both internal and external shall be as per para 19.7.1 to 19.7.7 and 19.9.1 to 19.9.2 of C.P.W.D specifications 1996 Vol.II. The rigid P.V.C threaded pipes shall conform to relevant ASTM standard and shall be ORIPLAST or equivalent.

18. Wherever RCC walls, fins and facials are monolithic the portion of RCC are to be measured as per the sketch attached in Page No.....

The top surface of the RCC roof slab shall be screeded to be uniform when the concrete is green, so as to have a proper bond with the roof treatment. Nothing extra shall be paid on this account.

19. For aluminium doors, fixed glazing, fixed windows, sliding windows, lower type ventilators and partitions etc. all aluminium sections shall be to the required size, thickness and weight as shown in the relevant Architect's Drawings.

20. The weight of stays given in para 9.23.20 of C.P.W.D specifications 1996, Volume III shall be for cast brass stays only.

The weight of mild steel and anodized aluminium stays shall be as follows:

Casement stays (Straight peg type)	Mild steel with tolerance of plus or minus %	Anodized aluminium with tolerances of plus or minus %
(a) 300 mm long	0.13 Kg/each	0.06 Kg/each
(b) 250 mm long	0.10 Kg/each	0.05 Kg/each
© 200 mm long		0.04 Kg/each

The casement window fasteners

0.155 Kg/each

SPECIAL CONDITIONS

SPECIAL CONDITIONS

(a) General Terms and Conditions:

1. All statutory laws relating to factory need to be complied by the contractor
2. The rate to be quoted for all items of work shall include cost of all labour materials, ESI EPF contributions and other inputs involved in the execution of item.
3. The Contractor shall comply with the provisions of ESI, EPF Act or the modifications thereof or any other laws relating there to and the rules made there under from time to time.
4. Manpower details i.e. Attendance details that are proposed to be engaged in this corporation by the contractor shall be submitted on monthly basis.
5. All the workers who are proposed to be engaged in this corporation are to be covered under ESI & EPF from the date of joining / all the beginning of the contract. In addition the newly joined workers who may join after the commencement of the contract.
6. Workmen's Compensation and Maternity benefit Acts are absolved for the workers working in this corporation during the period of contract as they are covered under ESI Act.
7. Payment of contributions towards ESI & EPF shall be made on monthly basis WITHIN THE DUE DATE for the workers engaged during the entire period of contract in this corporation. If any failure to pay the contributions towards ESI & EPF with in the Due Date, Penal Interest and Penal Damages will be levied as per the provisions of the ESI & EPF Acts to the Principal Employer - PPCL. The same along with contribution will be recovered from the Contractor.
8. All statutory Registers / Returns are to be maintained by the Contractor during the period of contract in this corporation.

(B) Contractor who has a separate and independent Code Number for EPF & ESI:

The contractor shall submit:

1. During the submission of the performance Guarantee by the lowest tenderness, the Contractor need to submit in addition a Documentary Proof of Separate Independent Code Number for ESI & EPF allotted by the Statutory Authorities for the said Company or firm.
2. The details of workers such as name, address, individual numbers of ESI & EPF to be employed along with the Copies of ESI & EPF Nomination & Declaration Forms.
3. The Statutory Returns pertaining to Form 6 under ESI and Forms 12-A, 3-A & 6-A under EPF.
4. Attendance Register and Wage register on monthly basis and to be shown as when demanded by the competent authorities of this Corporation for the workers employed by the Contractor in this Corporation.
5. The contractor shall remit the contributions towards ESI & EPF for the workers engaged in this corporation within the due date and submit the paid copies of Challan towards ESI & EPF along with the Attendance Register, Wages Register every month.
6. Only after receiving the copies of paid challans in respect of ESI & EPF on monthly basis, the running bill will be effected for payment.
7. Maintain all statutory registers, Forms under various Acts.
8. Obtain ESI Identity Cards from ESI Local Office and it should be issued to the Workers working in this corporation during the period of contract.

SPECIAL CONDITIONS

(C) Contractor who does not have separate (or) Independent ESI & EPF Code Numbers:

1. During the submission of the performance Guarantee by the Lowest Tenderer need submit in addition an undertaking in acceptance for the Statutory deductions of and EPF Contributions for the Wages Paid / Payable by the Contractor for his workers on Monthly basis for the Workers engaged for this Corporation.
2. Shall Submit the List of Workers who are proposed to be employed in this Corporation.
3. The proposed Workers shall not be allowed to work without filling the Nomination & Declaration Forms regarding ESI & EPF.
4. Shall submit Attendance Particulars on Monthly Basis for all the workers employed.
5. Shall submit Wage Particulars on Monthly Basis for all the workers Employed by him.
6. Shall remit ESI & EPF Contributions on Wages Paid or Payable for each month under PPCL Code in respect of the Workers employed by the Contractor after obtaining the signature from the Executive Engineer- Mechanical within the Due Date (i.e ESI before 21st of the succeeding month and for EPF before 15th of the succeeding month) and shall submit the triplicate &. Quadruplicate Challan to the Principal Employer for Records.
7. If the Monthly Contribution towards ESI &. EPF for the Worker employed under the PPCL code are not remitted with in the due date. the delay in remittance / default will attract Penal Damages, Penal Interest on the belated remittance (or) default as per the rates prescribed by the Provisions of ESI &. EPF such rates will be recovered from the Contractor in the running Bill (OR) Final Bill along with the Contributions (if any) Penalty, Damages, Interest etc.,
8. Shall maintain all Statutory Records, Registers, Form, Returns pertaining to ESI, EPF and shall submit to the Principal Employer in Origin-for Records.
9. Deduction towards ESI & EPF for the Actual Number of Employees Worked in this Corporation in a month shall be made as under:

For the wages paid / payable to an Employee in a Month

Deduction from Employee-per head		Contractor contribution
EPF	12%	12%
ESI	1.75%	4.75%

For EPF, in addition to* 12%, the Contractor shall Contribute on the Total Wages only in a Month for all the Workers Employed put together as 1.1% + 0.5% + 0.01% as per the provisions of EPF Act.

For ESI, the Employer Contribution shall be Contributed on the Total Wages on in a Month for all the Workers employed put together as *4.75% as per the Provisions ESI Act.

APPENDIX – 22
[Reference para 17.2.3)

SAMPLE GUARANTEE BOND

This agreement made this day oftwo thousand.....between M/s (hereinafter called the Guarantor of the one part) and the..... (President of India hereinafter called the Government of the other part).

Whereas this agreement is supplementary to the contract (hereinafter called the Contract) dated made between the Guarantor of the one part and Government of the other part, whereby the Contractor, inter alia, undertook to render the buildings and structures in the said Contract recited, completely termite-proof/water and leak-proof.

And whereas the Guarantor agreed to give a guarantee to the effect that the said structure will remain termite-proof for ten years to be reckoned from the date after the maintenance period prescribed in the contract expires.

During this period of guarantee the Guarantor shall make good all defects and for that matter, shall replace at his risk and cost such wooden members as may be damaged by termites, and in case of any other defect being found he shall render the building termite-proof at his cost to the satisfaction of the Engineer-in-charge, and shall commence the works of such rectification within seven days from date of issuing notice from the Engineer-in-charge calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other Contractor at the Guarantor's cost and risk, and in the later case the decision of the Engineer-in-charge as to the cost recoverable form the Guarantor shall be final and binding.

That if the Guarantor fails to execute the anti-termite treatment or commits breaches hereunder then the Guarantor will indemnify principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of this supplemental agreement. As to the amount of loss and/or damage and/or cost incurred by the Government, the decision of the Engineer-in-charge will be final and binding on the parties.

In witness whereof these presents have been executed by the Obligor and by for and on behalf of the President of India on the day, month and year first above written.

Signed, sealed and delivered by OBLIGOR in the presence of –

- 1.
- 2.

Signed for and on behalf of THE PRESIDENT OF INDIA by in the presence of.

- 1.
- 2.