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No. D - 512/PPCL/EE (M)/AE (CIVIL)/2023-24/ 1831

Dt. 28/12/2023

### TENDER NOTICE

The Executive Engineer (Mech) ,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 contractors registered with the Public Works Department, Puducherry, Central Public Works Department M.E.S. ,Railways, P&T and other states Public Works Department and State & Central PSU. The contractor should submit copy of the registration / Renewal certificate. The Contractor of State & Central PSU only should produce documents evidence in support of their having satisfactorily completed three similar work each costing not less than Rs.1.71 Lakhs or two similar works each costing not less than Rs.2.57 lakhs or one similar work costing not less than Rs.3.42 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. All the contractor should produce documents evidence in support of their having ESI & EPF & GST Code. Otherwise the tender will be rejected

Sl. No.	Name of Work	Approx. Estimated Cost (Rs.)	Earnest Money Deposit (Rs.)	Time	Eligibility of contractors
(1)	(2)	(3)	(4)	(5)	(6)
1.	Repair and Repainting works to the western side (front side) Compound wall of PPCL at T.R.Pattinam, Karaikal.	Rs 4,27,030/-	Rs. 8,541/-	Three (3) months	Class V Contractor and State & Central PSU

- |       |   |                   |      |
|-------|---|-------------------|------|
| (i)   | Last date & Time for receipt of applications for issue of tender schedules. | 19/ 01 /2024 4.00 | P.M. |
| (ii)  | Last date & Time for issue of tender Schedules.                             | 22/ 01 /2024 4.00 | P.M. |
| (iii) | Last date & Time for receipt of tenders                                     | 24/ 01 /2024 3.30 | P.M. |
| (iv)  | Date & Time of opening of tenders   | 24/ 01 /2024 4.00 | P.M. |

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

While applying for tender forms, the registered contractors shall submit the EMD, definite proof for independent code number for ESI&EPF&GST and attested copies of the registration/ renewal certificate. The State & Central PSU shall submit the EMD, definite proof for independent code number for ESI&EPF&GST and Work completion certificate

Tender forms and conditions of contract can be had from the office of the PPCL, T.R.Pattinam, Karaikal on payment of Rs.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 down loaded the cost of tender schedule is payable in the form of Demand Draft of a Scheduled Bank in favour of the Executive Engineer (Mech), PPCL, T.R.Pattinam, 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 Executive Engineer (Mech), PPCL, T.R.Pattinam, payable at Karaikal.

Tender schedule can also be down-loaded by the contractors from the web site <http://ppclgov.in>. But the contractors who had downloaded the NIT from the web site shall follow the procedures prescribed below:

1. The contractors who have downloaded 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 Tender, definite proof for independent code number for ESI&EPF&GST and the attested copies of the registration / renewal certificate / work completion certificate and the envelope shall be super scribed as "EMD / cost of schedule" and the other envelope shall be super scribed as TENDERSCHEDULE where in the duly filled NIT shall be placed and sealed.

2. The contractor who have purchased the tender schedule directly from the offices 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, definite proof for independent code number for ESI&EPF&GST and the attested copies of the registration/renewal certificate/ work completion certificate and the envelope shall be superscribed as 'EMD / Cost of Schedule' and in the other envelope super scribing "Tender Schedule" where in the duly filled NIT shall be placed and sealed.

3. On the scheduled date of opening, the tender schedules of the contractor 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, definite proof for independent code number for ESI&EPF&GST attested copies of the registration / renewal certificate/ work completion certificate as mentioned above, only the other envelope super scribing as 'Tender Schedule' will be opened. The contractor's 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 3(three) months from the tenth day after the date of written order to commence the work.

6. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.

  
28/12/2023  
EXECUTIVE ENGINEER(Mech)Plant

**PUDUCHERRY POWER CORPORATION LIMITED**  
**(A GOVT OF PUDUCHERRY UNDERTAKING)**  
**T.R. PATTINAM, KARAIKAL.**

ITEM RATE

**NOTICE INVITING TENDERS**

<b>Name of work</b>	<b>: Repair and Repainting works to the western side (front side) Compound wall of PPCL at T.R.Pattinam, Karaikal.</b>
<b>Estimate cost put to tender</b>	<b>: Rs 4, 27,030/-</b>
<b>Earnest Money Deposit</b>	<b>: Rs. 8,541/-</b>
<b>Performance Guarantee</b>	<b>: 5% of the Tendered Value.</b>
<b>Security deposit</b>	<b>: 5% of Tendered Value.</b>
<b>Cost of tender schedule</b>	<b>: Rs.500+GST @ 5%</b>
<b>Time Allowed</b>	<b>: Three (3) Months.</b>
<b>Total Number of pages</b>	<b>: (55) pages</b>
<b>Time &amp; date of opening of Tender</b>	<b>: 24/01/2024</b>

**EXECUTIVE ENGINEER (Mech)Plant**

**PUDUCHERRY POWER CORPORATION LIMITED**

**(A Govt. of Puducherry Undertaking)**

**T.R.Pattinam, Kariakal.**

**Name of the work:** Repair and Repainting works to the western side (front side)  
Compound wall of PPCL 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.

<b>Sl.No.</b>	<b>For</b>	<b>Read</b>
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)Plant
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 **Repair and Repainting works to the western side (front side) Compound wall of PPCL 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. **Rs: 4,27,030 /-** 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 Three (3) 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 EE PPCL upto 19/01/2024 (4PM) and tender documents shall be issued by EE PPCL upto 22/01/2024 (4PM).

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 19/01/2024 to 24/01/2024 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 EE PPCL upto 03.30 P.M. on 24/01/2024 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. 8,541/- 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 EE 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 EE PPCL upto 3.30 P.M. on 24/01/2024 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: **Repair and Repainting works to the western side (front side) Compound wall of PPCL 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 7/8

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.)Plant***

.....  
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 :

SUB-DIVISION :



PPCL, T.R.Pattinam

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

(A) Tender for the work of:

Repair and Repainting works to the western side (front side) Compound wall  
of PPCL at T.R.Pattinam, Karaikal.

- (i) To be submitted by 03.30 p.m. on 24/01/2024  
to the Executive 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 24/01/2024  
in the Office of the Executive 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. 8,541/- 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 of 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 than 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.**

**“The Contractor /Service provider shall mandatorily furnish the following documents to the Commissioner, Commercial Tax:**

- i) Copy of the work order.**
- ii) HSN<sup>1</sup> Code of Goods and Service Accounts code of Services which shall be supplied during the execution of the Contract.**
- iii) GST Rate at which the GST would be paid to the commercial Tax Department against each of the items in (ii) above.**

**The information shall be submitted to the Commissioner, Commercial Tax , with a copy to the Procuring/Government Entity, within 15 calendar days of receipt of the Work Order.”**

**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	Name and particulars of Divn. Where work is being executed	Value of work	Position of works in progress	Remarks
(1)	(2)	(3)	(4)	(5)

**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.



<b>CONDITIONS &amp; CONTRACT</b>
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(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 1<sup>st</sup> 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.

**PROFORMA OF SCHEDULES**

**SCHEDULE 'A'**

Schedule of quantities

**Name of Work:** Repair and Repainting works to the western side (front side) Compound wall of PPCL at T.R.Pattinam, Karaikal.

Item No.	Description of items	Qty	Unit	Rate		Total
				In figures	In words	
1	CodeNo:2.6.1: Earth work in excavation by mechanical means (Hydraulic excavation) / manual means over areas (exceeding 30 cm in depth, 1.5m in width as well as 10sqm on plan) including getting out and disposal of excavated earth, lead upto 50m and lift upto 1.5m - all kinds of soil.	<b>19</b>	<b>Cum</b>			
2	CodeNo4.1.10 Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - all work upto plith level - 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40mm nominal size)	<b>6</b>	<b>Cum</b>			
3	CodeNo:6.12.2: Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 3.5 in foundations and plinth in - cement mortar 1:4 (1 cement :4 coarse sand)	<b>110</b>	<b>Sqm</b>			
4	CodeNo:13.4.1:  12 mm cement plaster of mix 1:4 (1 cement :4 coarse sand)	<b>120</b>	<b>Sqm</b>			

5	CodeNo:13.5.1: 15mm cement plaster on rough side of single or half brick wall of mix - 1:4 ( 1 cement : 4 coarse sand)	120	Sqm			
6	CodeNo:13.46.1 Finishing walls with acrylic smooth exterior paint of required shade - New work (two or more coat applied @1.67 ltr / 10 sqm over and including priming coat of exterior primer applied @ 2.20 kg / 10sqm)	1720	Sqm			
7	CodeNo:15.3 Demolishing R.C.C work manually / by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead	6	Cum			



## **SCHEDULE “B”**

Schedule of materials to be issued to the contractor

<b>S.No.</b>	<b>Description of item</b>	<b>Quantity</b>	<b>Rates in figures &amp; words at which the material will be charged to the contractor</b>	<b>Place of issue</b>
1	2	3	4	5
	-----Contractor's own arrangements -----			

## **SCHEDULE “C”**

Tools and plants to be hired to the contractor

<b>Sl.No.</b>	<b>Description</b>	<b>Hire charges per day</b>	<b>Place of issue</b>
1	2	3	4
	-----NIL-----		

## **SCHEDULE “D”**

Extra schedule for specific requirement/document for the work. if any.

-----NIL-----

## **SCHEDULE “E”**

**Reference to General Conditions of contract:**General Conditions of Contract for

PWD works (2014)

<b>Name of Work</b>	Repair and Repainting works to the western side (front side) Compound wall of PPCL at T.R.Pattinam, Karaikal.
<b>Estimated cost of work</b>	Rs <b>4,27,030/-</b>
<b>(i) Earnest money</b>	<b>Rs.8,541 /-</b> <del>(to be returned after receiving performance guarantee)</del>
<b>(ii) (a) Performance Guarantee</b>	5% of tendered value.
<b>(b) <del>Additional Performance Guarantee (in case of tender which is below 15.00% and more than 15.00% below)</del></b>	<del>50% of difference in cost between the quoted amount and estimate cost put to tender</del>
<b>(iii) Security Deposit</b>	<p><del>2.5% of the tendered value</del></p> <p>(or)</p> <p>5% of tendered value</p>

## SCHEDULE “F”

### GENERAL RULES & DIRECTIONS

<b>Officer inviting tender</b>	Executive Engineer,(Mech)Plant, PPCL, T.R.Pattinam.
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
<b>Definitions:</b>	
<b>2(v) Engineer-in-Charge</b>	Executive Engineer,(Mech)Plant, PPCL, T.R.Pattinam.
<b>2(viii) Accepting Authority</b>	Executive Engineer,(Mech)Plant, PPCL, T.R.Pattinam.
2(x) Percentage on cost of materials and Labour to cover all overheads and profits.	15%
<b>2(xi) Standard Schedule of Rates</b>	Puducherry Schedule of Rates for the year 2020-21 and addendum applicable to Karaikal region
<b>2(xii) Department</b>	PPCL
<b>9(ii) Standard PWD contract Form</b>	GCC 2014 (PWD Form 7/8) as modified & corrected upto date.

bv

<b>Clause 1</b>	<b>(i)</b>	Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	<b><u>15</u>days</b>
	<b>(ii)</b>	Maximum allowable extension with late fee @0.1% per day of performance Guarantee amount beyond the period provided in (i) above....	<b><u>15</u> days</b>  (1 to 15 days to be filled by NIT approving authority)
<b>Clause 2</b>		Authority for fixing compensation under clause 2	<b>The Managing Director, PPCL, T.R.Pattinam.</b>
<b>Clause 2A</b>		Incentive for early completion of work	<b>Deleted</b>
<b>Clause 5</b>		Number of days from the date of issue of letter of acceptance for reckoning date of start	<b><u>10</u> days</b>



Mile stone(s) as per table given below:

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.			
4.			

Time allowed for execution of work .**Three (3) months**

(Or)

Sl. No.	Financial Progress	Time allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
1.	1/8 <sup>th</sup> (of the whole work)	1/4 <sup>th</sup> (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 automatically for failure of each milestone.without any notice to the contractor.
2.	3/8 <sup>th</sup> (of the whole work)	1/2 (of the whole work)	
3.	3/4 <sup>th</sup> (of the whole work)	3/4 <sup>th</sup> (of the whole work)	
4.	Full	Full	

**Authority to decide:**

- (i) **Extension of time** : **Executive Engineer,(Mech)Plant, PPCL, T.R.Pattinam.**
- (ii) **Rescheduling of mile stone** : **Executive Engineer,(Mech)Plant, PPCL, T.R.Pattinam.**

(iii) Shifting of date of start in case

of delay in handing over of site: Executive Engineer,(Mech)Plant, PPCL,  
T.R.Pattinam.

Clause 6 (or) 6A	Measurement of work done (or) Computerised Measurement Book	6/6A
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	<u>Rs:1,42,343/-</u>

Clause 10A

List of testing equipment to be provided by the contractor at site lab:

---NIL---

Applicable /

Clause 10B(ii)

: Mobilisation Advance

Not applicable

Clause 10C : ~~Applicable / Not applicable~~  
 Component of labour  
 expressed as percent of value 25 %  
 of work

Clause 10CA : ~~Applicable / Not applicable~~

S.N.	Materials covered Underthis clause	Nearest Materials (other than cement, reinforcement bars, the structural steel and POL) for which All India Wholesale Price Index to be followed	Base Price and its corresponding period of all the materials covered under Clause10 CA*
1.	Cement	---	As per PSR 2020-21 applicable to Karaikal region.
2.	Steel reinforcement bars	---	
3.	Bitumen	---	
4.	POL	---	

\* Includes Cement component used in RMC brought at site from outside approved RMC plants,if any.

\*\* Base price and its corresponding period of all the materials covered under Clause10 CA is to be mentioned at the time of approval of NIT. In case of recall of tenders, the base price may be modified by adopting latest base price and its corresponding period.

Clause 10CC : ~~Applicable~~ / Not applicable

<b>Clause 10CC</b>  <b>Schedule of component of other materials, Labour etc. for price escalation.</b>	Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column	.....month s
	Component of materials covered by construction material	Xm..... %
	Component of Labour expressed as percent of total value of work	Y..... %

**Note:** Xm.....% should be equal to (100) - (materials covered under clause 10 CA i.e. Cement, Steel, POL and other material specified in clause 10 CA + Component of Labour)

<b>Clause 11</b>	Specifications to be followed for execution of work	C.P.W.D. specifications 2009, MOST, MORTH, IRC & CPHEEO specifications and manuals (with correction slips and subsequent publications)
<b>Clause 12</b>	Type of work	<b>Maintenance work</b>  <b>Original work</b>

\*\*\* To be filled by NIT approving authority either Project and original work or Maintenance works including works of upgradation, aesthetic, special repair, addition/alteration in buildings.

The items related to road work like upgradation/improvement of footpath & central verge, improvement of carriage way by patch repair or

annual/periodical repairs of road surface and A/R &M/O works pertaining to road shall be treated as maintenance work.

New road construction works and the strengthening of road surface shall be considered as original works.

<b>Clause 12.2 &amp; 12.3</b>	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work	30 %
<b>12.5 (i)</b>	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead in PSR and related items)	100 %
<b>(ii)</b>	Deviation Limit for items mentioned in earth work subhead of PSR and related items	100 %
<b>Clause 16</b>	Competent Authority for deciding reduced rates	<b>The Managing Director, PPCL, T.R.Pattinam.</b>

#### **Clause 18**

#### **List of mandatory machinery, tools & plants to be deployed by the contractor at site:**

1. Central Hot Mix Plant of 40 TPH to 60 TPH capacity with compatible electronic control system. - 1 no.
2. Hydrostatic Paver finisher with sensor control - 1 no.
3. Vibratory Roller - 1 no.
4. Power Roller 8-10 T - 1 no.
5. Tandem Rollers of 8 to 10 MT Capacity - 2 nos.
6. Water tanker and Tipper / dumper 6 T - 6 Nos.
7. Concrete Mixer - 1 No.
8. Vibrator - 1 No.
9. Motor Grader 75-120 HP - 1 No.
10. Bitumen Sprayer - 1 No.
11. Front loader and sufficient earth moving machineries. End

## Clause 25

**Constitution of Dispute Redressal Committee (DRC) will be notified if required.**

1. **Chairman** : Chief Engineer, PWD
2. **Member** : Superintending Engineer, Circle-III, PWD, Karaikal
3. **Member** : Superintending Engineer (Not concerned)
4. **Member Secretary** : Executive Engineer, BRK, PWD, Karaikal

## Clause 36(i)

### 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	Civil	Principal Technical Representative	5	1	Rs. 25,000 /- p.m.	Rupees twenty five thousand per month
2	Graduate Engineer (or) Diploma Engineer	Civil	Project Engineer / Site Engineer	2 5	2 2	Rs. 15,000 /- p.m.	Rupees fifteen thousand per month
3							

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

Diploma holder with minimum 10 year relevant experience with a reputed construction company can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.



<b>Clause 42 (i) (a)</b>	Schedule / statement for determining theoretical quantity of cement & bitumen on the basis of Puducherry	Puducherry Schedule of Rates 2020-21 applicable to Karaikal region printed by P.W.D.
<b>(ii)</b>	Variations permissible on theoretical quantities	
<b>(a)</b>	Cement:  For works with estimated cost put to tender not more than Rs.5lakh	3% plus/minus
	For works with estimated cost put to tender more than Rs.5 lakh	2% plus/minus
<b>(b)</b>	Bitumen:  All works	2.5% plus & only & NIL on minus side
<b>(c)</b>	Steel Reinforcement and structural steel; sections for each diameter, section and category	2% plus/minus
<b>(d)</b>	All other materials	NIL

## RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No.	Description of item	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond 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**

- (1) The work shall in general be carried out in accordance with CPWD specifications for works 2009 with correction slips and issued from time to time. Revised CPWD Specification 2009 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 latter 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.
- (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 thereto or revision thereof if any, upto 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 be restored to original and or acceptable condition and to the satisfaction of the Engineer-in-charge.
- (8) The contractor shall give to the Municipality, 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. 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) 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.

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 weatherproof roofs and walls. Each godown shall be provided with a single door with two locks. The keys 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 stocks shall be in row of 2 and 10 high with a minimum of 0.6 meter clear space around. The bags would be placed horizontally continuous in each line as shown in the sketch of C.P.W.D. specification 2009.

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

### **MATERIALS OBTAINED FROM DISMANTLEMENT**

- I. 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** property and issued to the contractor (if they require the same for their own use) at rates approved by Government. If these materials are not required by them, they will dispose of to the best advantage of **Corporation**.

## **DELAY IN OBTAINING MATERIALS BY THE DEPARTMENT**

II. Owing to difficulty in obtaining certain materials in the open market, the PPCL have undertaken to supply materials specified in schedule 'B' of the tender forms at rates stated therein. There may be delay in obtaining the materials by the Department and the contractor 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 their work that their 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 color 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 proofness 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 failing which, Engineer-in-charge shall get the defects repaired at the contractor's risk and cost.

## **WATER SUPPLY AND SANITARY WORK**

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

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 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 kiln 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 other 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 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 **PPCL T.R.Pattinam** works, may be allowed by the Executive Engineer to be disposed of 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 **PPCL T.R.Pattinam** works.

The debris should be removed from the site on day to day basis without affecting the public in general.

The mixing of concrete should be done at a separate site avoiding stacking of material at road side.

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.W.D. 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 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.
- b) Measure 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 by working painters during whole of the working period.
- f) Suitable arrangements shall be made to prevent clothing put off during working hours being soiled by painting materials.
- g) Cases of lead poisoning and suspected lead poisoning shall be subsequently verified by a medical team appointed by the competent authority.
- h) The department may require when necessary 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.



- j) The standard section weights referred to as standard table of 5.4 in the CPWD specification 2009 be considered for conversion of length of various size of steel bars into weights are as under:-

<b>Nominal size mm</b>	<b>Cross sectional area Sq.mm.</b>	<b>Mass per metre run Kg.</b>
6	28.3	0.222
8	50.3	0.395
10	78.6	0.617
12	113.1	0.888
16	201.2	1.58
20	314.3	2.47
25	491.1	3.85
28	615.8	4.83
32	804.6	6.31
36	1018.3	7.99
40	1257.2	9.86

Issue of steel diameter above 10mm will be regulated on sectional weights basis, weight being calculated with the help of the above tables. However, for bars TMT 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 of steel received at site. The actual weight 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.

## **SPECIAL CONDITIONS APPLICABLE FOR ROAD WORKS/BRIDGE WORKS**

### **(1) Construction Equipment:**

- 1.1 The methodology and equipment to be used on the project shall be furnished by the Contractor to the Engineer well in advance of commencement of work and approval of the Engineer obtained prior to its adoption and use.
- 1.2 The Contractor shall give a trial run of the equipment for establishing its capability to achieve the laid down specification and tolerance to the satisfaction of the Engineer before commencement of work, if so desired by the Engineer.
- 1.3 All equipment provided shall be proven efficiency and shall be operated and maintained at all times in a manner acceptable to the Engineer.
- 1.4 No equipment or personnel will be removed from site without permission of the Engineer.

### **(2) Work Program and Methodology of Construction:**

The Contractor shall furnish his program of construction for execution of the work within the stipulated time schedule together with methodology of construction each item of work and obtain the approval of the engineer prior to actual commencement of work.

### **(3) Revised Programme of Work in case of Slippage:**

In case of slippage from the approved work programme at any stage, the Contractor shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approval of the Engineer to the revised programme.

### **(4) Action in case of Disproportionate Progress:**

In case of extremely poor progress of the work or any item at any stage of work which in the opinion of the Engineer cannot be made good by the Contractor considering his available resources, the Engineer will get it accelerated to make up the lost time through any other agency and recover the additional cost incurred, if any, in getting the work done from the Contractor after informing him in writing about the action envisaged by him.

### **(5) Setting out:**

Setting out the work as spelt out in clause 109 of Ministry's Specifications for Road and Bridge Works 5<sup>th</sup> Revision will be carried out by the Contractor.

### **(6) Public Utilities:**

Action respect of public utilities will be taken by the contractor as envisaged in Clause 110 of Ministry's Specifications for Road and Bridge Works 5<sup>th</sup> Revision.

**(7) Arrangement for traffic during construction:**

Action for arrangement for traffic during construction will be taken by the contractor as envisaged in the contract documents and spelt out in clause 112 of Ministry's Specifications for Road and Bridge Works 5<sup>th</sup> Revision.

**(8) Quality Control:**

The onus of achieving quality of work will be on the contractor who will take action as stipulated in the Ministry's for Road and Bridge Works 5<sup>th</sup> Revision.

**(9) Ministry's specification for Road and Bridge Works (5<sup>th</sup> Revision):**

Ministry's specification for Road and Bridge Works 5<sup>th</sup> Revision will form part of the contract documents and the contractor will be legally bound to the various stipulations made therein unless and otherwise specifically relaxed or waived wholly or partly through a special clause in the contract document.

**(10) Documentation:**

The Contractor will prepare drawing (s) of the work as constructed and will supply original with three copies to the Engineer who will verify and certify these drawings. Final as constructed drawing(s) shall then be prepared by the Contractor and supplied in triplicate along with a micro film of the same to the Engineer for record and reference purposes.

**(11)** The contractor shall make his own arrangement 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.

**(12)** The use of rubber modified bitumen shall be as per the guide lines of "IRC SP 53-99"

**(13)** The Contractor shall use "Hydrostatic paver with sensor control" for this work.

**(14)** Regarding bearings, the MORTH letter No.RW/NH-34057/1/2008-S & R (B) dated 22.7.2009 and its Corrigendum No.RW/NH-34057/1/2008-S & R (B) dated 09.09.2009 shall be adhered.

**(15)** The Pile shall be terminated at a depth as per the direction of Engineer-in-charge.

**(16)** The bearing capacity of 450mm dia 500mm dia and 600mm dia Piles shall be not be less than 36, 40.5 and 51 MT respectively.

(17) The defect liability period is Three Years where scope of work involves provision of structural layer i.e. strengthening where the total thickness of bituminous layer is 30 mm and above.

(18) The payment for the quantity of Road Work such as Bituminous Macadam (BM/DBM), Bituminous Concrete / Semi Dense Bituminous Concrete, Wearing Course shall be made based on the physical measurement of finished work in position in cum. or sqm. at a specified thickness or based on level measurements, whichever is less.

### **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 bill 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 abbreviated 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 door 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 I of IS: 1868-1968 together with reference to IS: 5523-1969.

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 taxes and levies payable under the respective status. However pursuant to the constitution (46<sup>th</sup> Amendment) Act 1982, if any further tax or levy is imposed by the statute 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 Public Works Department and further shall furnish such other information/document as the Engineer-in-Charge may require.

(c) The contractor shall within a period of 30 days of imposition of any further tax or levy pursuant to the Constitution (46<sup>th</sup> 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 POL as indicated in para 3 of sub-clauses 10(CC) have been pre determined as below;

(a) Material :           percent

(b) Labour :           percent

**DELETED**

(c) P.O.L :           100 percent

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 foam concrete blocks, precast RCC pipes etc., stipulated materials shall not be issued by the Department.

10. While execution of the work, the contractor shall organise his work 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 claim shall be made good by the contractor at his own cost and no extra claim shall be entertained on this account.

12. The contractor must see the site before participating the tender and his viability for executing the work.

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

14. Rates should be quoted for the items specified in the NIT and shall not be compared with the analysis of rates.

15. Rates for all items should be quoted based on the availability of construction Materials in accordance to BIS/CPWD specifications.
16. Rates should also be quoted inclusive of testing charges of all construction materials both at laboratory and in the field. No payment will be made for material testing.
17. The contractor should arrange for shifting of construction materials / concrete etc., near to the work site at his own cost. No extra rate shall be considered for shifting of materials etc.
18. For construction of Buildings /drain/canals/channel/bridges and culverts etc., rates should be quoted inclusive of pumping and de-watering etc. No separate claim like EIS/SIS/DIS will be admitted towards the dewatering etc. during the execution of work.
19. The Contractors themselves have to identify the place of disposal of un-serviceable materials like debris, waste mud, etc arises in the site. No extra lead and lift shall be considered for such disposal.
20. The Contractor must do their own arrangements at their own cost for signage/barricading etc. for the safety of Public during construction in the construction site of building/road/drain/canal/bridge/culverts etc. No separate claim will be admitted in this regard.

#### **CONDITIONS FOR STEEL:**

21. The contractor shall make his own arrangements to provide the steel required for the work from SAIL / IISCO / TISCON / VIZAG / JSW STEEL PLANT and produce the paid voucher to the Engineer-in-Charge. The materials so procured shall be got tested before use.
22. The contractor shall procure 43 grade OPC cement having ISI mark from reputed firms having annual turn over of not less than one million MT and stores it in the site godown as per the guidelines specified in the CPWD specification 2009 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.
23. 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.
24. Necessary test certificates should be produced from the approved laboratory for the quality of materials.
25. Defective materials will be rejected and the same have to be reparably by the contractor at his own cost.

26. 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.

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

28. 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 tonne or part thereof for each size/dia.

29. 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 Highways 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 roughness 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**

The Puducherry Schedule of Rates Abbreviated Nomenclature for buildings and road works shall be adopted in recording of measurements and preparation of running account bills, etc., wherever applicable as per CPWD Works Manual 2014.

### **PARTICULAR SPECIFICATIONS**

1. The work executed shall be measured as per metric dimensions given 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 2009 (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 approved quarries. 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 in the work shall have ISI/BIS mark. In case of materials for which no manufacturer has been licensed to manufacture the materials with ISI marking, the materials shall conform to the provisions of C.P.W.D./MORTH/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.
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 submission 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 specifications 2009.

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.



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 shall 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 percent.).

16. Shahabad 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 C.P.W.D. specifications. The rigid P.V.C. threaded pipes shall confirm 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. ....

19. 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.

20. For aluminium doors, fixed glazing, fixed windows, sliding windows, louvered 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.

21. The weight of stays given in C.P.W.D. specifications 2009 shall be for cast brass stays only.

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

<b>Casement stays (Straight peg type)</b>	<b>Mild steel with tolerance of plus or minus %</b>	<b>Anodized aluminium with tolerances of plus or minus %</b>
(a) 300 mm long	0.13 Kg/each	0.06 Kg/each
(b) 250 mm long	0.10 Kg/each	0.05 Kg/each
(c) 200 mm long	- The casement window fasteners	0.04 Kg/each 0.155 kg/each

## **Form of Earnest Money Deposit**

### **Bank Guarantee Bond**

**WHEREAS**, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated ..... (date) for the construction of..... (name of work) (hereinafter called "the Tender")

**KNOW ALL PEOPLE** by these presents that we ..... (name of bank) having our registered office at ..... (hereinafter called "the Bank") are bound unto ..... (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. .... (Rs. in words ..... ) for which payment well and truly to be made to the said Engineer-in- Charge the Bank binds itself, his successors and assigns by these presents. **SEALED** with the Common Seal of the said Bank this ..... day of ..... 20... .

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;

OR

- (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date\* ..... after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in- Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE .....

SIGNATURE OF THE BANK

WITNESS .....

SEAL

(SIGNATURE, NAME AND ADDRESS)

\*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

## **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 an 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.

1. We,.....(hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. ....

(Rupees ..... Only) on demand by the **Corporation**.

2. We, .....(indicate the name of the 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 as 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 the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any 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 a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, ..... (indicate the name of the 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 Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till **Corporation** on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, ..... (indicate the name of the Bank) further agree with the Government that the **Corporation** shall have the fullest liberty without our consent and without affecting 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 Government against the said contractor(s) and to forbear 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 the 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.

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees ..... ) 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 the Bank)

## **SPECIAL CONDITIONS - I**

### **(a) General Terms and Conditions:**

1. This work is covered under ESI & EPF Act, **and it is responsibility of the contractor to ensure compliance of ESI and EPF norms.** Hence the contractors are requested to quote the rates including the effect of ESI & EPF. Additional/Separate claim for ESI & EPF will not be entertained on any account after the award of work.
2. **The contractor should have independent code number for ESI & EPF and the contractor shall make pay make payment for ESI & EPF iin own code number other than PPCL code. No permission shall be given for PPCL code.**
3. **PAYMENT: 80%** Payment for the completed work will be made within 30 days for the running bills as well as final bill and the balance **20%** Payment will be made after submission of ESI&EPF etc.documents.
4. The **balance 20%** Payment will be made only after submission of the following.
  - **For EPF:**

To be generated from the EPF website for the specific month for the manpower deployed to PPCL and the same to be enclosed separately with a covering letter.

    - i. Combined challan of account no.01, 02, 10, 21 & 22 with TRRN number.
    - ii. EPF – Electronic challan cum Return (ECR).
    - iii. EPF Challan summery / EPF- TTRN details.
  - **For ESI:**

To be generated from the ESI website for the specific month for the manpower deployed to PPCL and the same to be enclosed with a covering letter.

    - i. ESI challan number
    - ii. ESI monthly contribution – online challan status (Transanction details)
    - iii. ESI montly contribution (Contractor wise) for the month of.....
5. Party should obtain all permits and licenses under the laws or regulations applicable and in connection with the work carried out and shall comply with and discharge all statutory obligations/liabilities under the various laws such as Factory Act/Workmen's Compensation Act/ Employee's State Insurance Act/ Employee's Provident Fund Act / Payment of Wages Act/Contract labour ( Regulation &Abolition) Act/ Minimum Wages Act etc., or any modification thereof.

## **SPECIAL CONDITIONS - II**

**The tenderers may furnish, within a week of time, the related shortfall documents, to the pre existed documents at the time of opening of the tender, failing which their tender will be rejected.**

**CORRECTION SLIP TO CLAUSE 25 OF TENDER FORM PWD 7/8**

	<b>For</b>	<b>Read</b>
<b>Clause 25 (ii)</b>	<b>Chief Engineer, Public Works Department or if there be no Chief Engineer, the Administrative Head of the said PWD</b>	<b>Secretary (Power)</b>

**CONTRACTOR**

**EXECUTIVE ENGINEER**



## **Chapter ..... : Arbitration**

[as a separate chapter in the contract agreement itself]

The parties agree that any mutual dispute with regards to terms of this Contract shall be handled through Arbitration, as per the following terms, between them:

- (I) THAT, the parties agree that any dispute or difference whatsoever arising between the parties out of/under or in connection with or relating to the construction, meaning, scope, operation, or effect of the contract or the validity or the breach thereof shall be referred to a Sole Arbitrator as appointed under clause (IV) hereinbelow, and that the award made in pursuance thereof shall be binding on the parties;
- (II) AND THAT, the parties agree that in respect of those matters, as are not defined in the terms and conditions of the main contract, or in this Arbitration Agreement, the same shall be decided and settled by the Sole Arbitrator in accordance with the Conciliation Act, 1996 and the amendments thereof as in operation on date of execution of the Contract;
- (III) AND THAT, the parties agree that the place of Arbitration shall be at Puducherry in the Union Territory of Puducherry;
- (IV) AND THAT, whenever the parties decide to resort to Arbitration for dispute resolution, the Secretary to the Government of Puducherry (Power) shall be the authority to appoint the Sole Arbitrator from amongst a panel of Arbitrators maintained by the Government of Puducherry, and such appointment shall be binding on both the parties:

Provided that before approaching the authorities for appointing of Sole Arbitrator, the parties shall make a sincere attempt to resolve their dispute, within a time period of 3 months, through mutual conciliation, and if so felt necessary by the parties under the supervisory guidance of the Secretary (Power)

- (V) AND THAT, all costs relating to the Arbitration proceedings, shall be borne equally by both the parties;

- (VI) AND THAT, the parties agree that the language for making all submissions and evidence will be presented in ENGLISH during the proceedings;
- (VII) AND THAT, it is agreed between the parties that they shall extend their fullest support and co-operation to the Sole Arbitrator and not seek adjournment of the Arbitration proceedings, without explaining the reasons therefore, in writing, in advance, for seeking of such adjournment, and further that there shall not be more than two such adjournments granted, even when there exists a valid reason for seeking such adjournment. And it is further agreed that the parties should cooperate in completing the arbitration process and the broader dispute resolution within 6 months or at most with an extension, on mutual consent, of another 6 months;
- (VIII) AND THAT, it is agreed by the parties hereto that, in so far as there is an arbitral award for payment of money, the Sole Arbitrator may include in the sum for which the award is made, interest at the RBI repo rate, as on the date on which the cause of action arose, plus 2%, on the whole, or any part of the money, for the whole or any part of the period, between the date on which the cause of action arose and the date on which the award is made:
- Provided that, on the sum so directed to be paid by an arbitral award, there shall be no interest payable for three months commencing from the date of award, but thereafter, interest shall be payable at RBI repo rate plus 4% for such period of delay, till the date of payment;
- (IX) The Arbitrator shall record, in writing, the arguments of the two parties on each of the points of dispute and pass a speaking order thereon.
- (X) The fees payable to the Sole Arbitrator as agreed upon by the Parties to the Contract shall be as prescribed in the Annexure appended to this Contract, which forms part and parcel of this Contract.

**ANNEXURE**

<b>Sum in Dispute</b>	<b>Fee fixed for Arbitrator</b>
Upto Rs.5,00,000/-	Rs.45,000/-
Above Rs.5,00,000 and upto Rs.20,00,000/-	Rs.45,000/- plus 3.5 percent of the claim amount over and above Rs.5,00,000/-
Above Rs.20,00,000 and upto Rs.1,00,00,000/-	Rs.97,500/- plus 3 percent of the claim amount over and above Rs.20,00,000/-
Above Rs.1,00,00,000 and upto Rs.10,00,00,000/-	Rs.3,37,500/- plus 1 percent of the claim amount over and above Rs.1,00,00,000/-
Above Rs.10,00,00,000 and upto Rs.20,00,00,000/-	Rs.12,37,500/- plus 0.75 percent of the claim amount over and above Rs.10,00,00,000/-
Above Rs.20,00,00,000/-	Rs.19,87,500/- plus 0.5 percent of the claim amount over and above Rs.20,00,00,000/- with a ceiling of Rs.30,00,000/-

#### DECLARATION TO BE SUBMITTED BY THE CONTRACTOR

I have carefully read all the pages / conditions of this Tender Document and inspected the site before quoting the rates for this tender and accordingly quoted the rates to suit the site condition.

CONTRACTOR