



UNIVERSITY OF KERALA

FORM OF TENDER

Name of Work _____

Name of Tenderer _____

Address of Tenderer _____

UNIVERSITY OF KERALA

SPECIFICATIONS

PART I - GENERAL

1. The rates tendered by a contractor for the work shall include the cost of :
 - (a) All labour and supervision thereof, all materials, tools, implements and plant of every description, ladders, cordage, tackle etc., as well as the provision of safe and substantial scaffolding required for the proper execution of the work in conformity with the specifications for the various items of work;
 - (b) Supplying the requisite agency with necessary equipments, to set out the work as well as to afford facilities for such examination of the work as the Departmental Officers may, at any time consider desirable, as also to count, weight and assist in the measurement, or check measurement of the work or materials;
 - (c) Providing and maintaining all temporary fences, shelters, lights watchmen and danger signals and such other precautions as are necessary, for the protection of the work or materials, as well as to protect the public and those connected with the work from accidents at the site of, or on account of the work:
 - (d) All sheds, mortar mills and mixing platforms of every kind required for proper execution of the work according to the specification
 - (c) All fees and royalties of materials ; and
 - (d) Finally clearing away of all rubbish, surplus materials, plant etc., on completion of the work and dressing and levelling off and restoring the site to a tidy condition, prior to handing over the work to the University Engineer or his authorised assistant and also its maintenance until so taken over.
2. In the case of supplies of materials such as rubble, broken stones, gravel, sand etc., which may have to be measured prior to being used on the work the Contractor must always stack or arrange them neatly on level ground or on ground cleared and levelled by him for the purpose in such a manner as may be ordered by the Officer-in-charge so that they may be easily susceptible of inspection and measurement, the cost of such clearing, levelling and stacking or arranging being included in the rates for work. Each stack must be straight and of uniform section throughout and of the dimension specified by Officer-in-charge Materials not stacked or arranged in accordance with instructions issued will not be measured and paid for.
3. The Contractor shall be bound to bear the expense of defence of any action or law proceedings that may be brought by person for an injury sustained owing to neglect of above precautions in connection with the execution of the work, and to pay any damages and cost which may be awarded in consequence.
4. The Contractor shall also help himself out of any difficulties of penalties arising from interference with private property in the execution of the contract.
5. All materials that are to be made over to the contractor by the University of Kerala shall be handed over to him at the Stores attached to the Engineering Unit at Thiruvananthapuram or Kariavattom and the charges, for their handling, loading and unloading, and conveyance to and fro for the respective works also for stacking the

materials neatly and in regular heaps on the ground or sheds to which they are brought shall be deemed to be included in the rates for the work.

6. Unless otherwise specifically provided for in the contract, the contractor shall at his own cost keep or portions of the work free from water whether due to springs, soakage, or inclement weather and in a neat and sanitary condition and shall also see that drainage and sewage are prevented from entering the site of work or accumulating therein.
7. The Contractor shall be responsible for the proper use and bear the cost of protection of materials made over to him by the Department for use on the work and bear any loss from deterioration or from faulty workmanship or any other cause. The cost of material thus allowed to deteriorate amounting as it does to an excess issue over sanctioned quantities, will be recovered at rate 20 per cent over the actual cost. The orders of the University Engineer in the matter shall be final and binding on the contractor.
8. The Contractor shall be responsible to see that the level or other pegs, profiles, bench marks, masonry pillars or other marks set up by the University of Kerala for guidance in the execution of the work are not disturbed, removed or destroyed. If any such marks are in the opinion of the University Engineer found disturbed, removed or destroyed, they will be replaced by the University of Kerala at the cost of the contractor.
9. Any materials brought to the site of work or any work done by the contractor but rejected by the Officer in-Charge being not up to the specifications shall in the case of materials supplied be then and there removed from or broken up at the site of work, and in the case of work done be dismantled or rectified at the expense of the contractor as may be ordered by the Office-in-Charge.
10. In all cases whether so specified in the contract or the work shall be executed in strict accordance with the contractor's accepted tender and these specifications and with such further drawings and specification and orders as may from time to time be issued by the University Engineer.
11. Whenever the contractor is ordered by the University Engineer or his authorized assistant or subordinate to execute any item of work which is not in the tender, it shall be the contractor's duty to get a special price arranged for the item and to see that it is written in the work spot order book (which shall be provided by the University Engineer and kept in the work by the subordinate in charge) and that this order is initialled and dated by the contractor and officer ordering that particular item or work. For any extra item executed by the contractor and not so entered in the work spot order book and initialled both by the contractor and the Department Officer ordering such extra item that contractor shall have no claim for extra payment.

SPECIFICATIONS

Part - II
Part - III

Materials
Work

(As current in the Kerala Public Works Department)

Signature of Tenderer
Date:

Sd/-
Registrar

NOTES

1. In measuring door and window work, only the clear external dimensions will be taken. Flat iron clamps should be painted 2 coats of black japan before fitting in position.
2. The quantities of reinforcement specified for RCC items may be varied during execution of the work. The rates quoted for such RCC items will be correspondingly modified by adding to or deducting from the quoted rates as the case may be.
3. No modification in the rate will be admissible in case size, shape or both of RCC Items are altered during execution as the rates per 10dm³ shall be binding in all cases,
4. For purposes of measurement of the Tee beams vertical leg of the beam below the bottom of the slab above will be reckoned for concrete, and for steel, the tension, compression and shear reinforcement will be included to arrive at the proportion of reinforcement in concrete.
5. Cement for all works should be taken as 1m³ = 1440 kg.
6. All RCC works include the cost of hire for form work including materials, fabrication, setting shifting and dismantling.
7. The rates for all the iron fittings should be inclusive of painting with approved paint two coats over a priming coat of red oxide.
8. Glass panes are to be fitted with teakwood fillets neatly planed and nailed.
9. All rates are for finished sizes and works only and include all incidentals.
10. Concrete mixers shall be used for all the major RCC works.
11. The contractor will provide his own store sheds to store his own materials as well as those supplied by the University Engineer and he will be entirely responsible for the safe custody of the later intact against loss or damage by theft, mishandling, weathering or any cause whatsoever.
12. The Contractor shall discharge any foreman or other employee who shall in the judgement of the University Engineer be unskilful or remiss in the performance of his work or guilty or riotous or otherwise improper conduct, and no person so discharged from this work shall be again employed by the contractor upon the work to be done under this agreement without the written consent of the University Engineer.
13. The University Engineer intends strictly enforcing a proportionate progress of the work during the period of construction. In case proportionate progress is not maintained, the University reserves the right to terminate the contract and to forfeit the security deposit. In case the loss sustained by the University in making alternative arrangements for the completion of the work is not fully covered by the security deposit, the University reserves itself the right to take such other steps as they may consider necessary to realise such additional amount from the contractor.
14. Forfeiture for overtime - Liquidated damages. It is expressly agreed that time is of the essence of this contract and the contractor agrees that the University is authorised to deduct and retain permanently out of the moneys which may be due or become due to the said contractor under this contract, the sum of Rs. 1000/- (One Thousand only) per days as liquidated damages and not as a penalty for each and every day that the work herein described remains in completed beyond the time stipulated.

Signature of Tenderer
Name:
Address:

UNIVERSITY ENGINEER
University of Kerala

UNIVERSITY OF KERALA

FORM OF TENDER

Name of work:

To

The Vice-Chancellor,
University of Kerala
Thiruvananthapuram (Hereinafter referred to as University)

Sir,

1. I/We do hereby tender to execute the works enumerated in the Schedule accompanying is accordance with the terms in your tender notification dated and specifications and conditions of contract in force in Kerala P.W.D./ University of Kerala.
2. Copy of the specifications duly signed is also enclosed.
3. I/We further agree to complete the whole work in weeks/months from date of receipt of order to start work, and / or in the case of place work included in my/our tender a may be allotted to me/us if the work be not given to me/us.
4. I/ We do/do not agree to accept and carry out such portions of the work included in my/our tender a may be allotted to me/us if the work be not given to me/us.
5. In consideration of I/We being registered as contractor in the Kerala P.W.D. and invited to tender, I We agree to keep the tender open for acceptance days from the due date of submission there of and not to make any modification in its terms and conditions which are not acceptable to the University.
A Sum of Rs. (Rs.) is hereby forwarded in the from of Deposit receipt or Bank Draft of a Scheduled Bank as earnest money If/I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to University.

OR

If after the tender is accepted, If/We fail to execute as provided in Clause 13 of Tender Notification or to commence the execution of the works as Provided in the conditions. I/We agree that the University shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

- Acc:-
- (i) Tender Schedule (ii) cost of tender of Rsin the form of
 - (ii) Earnest money Rs/in
 - (iii) Signed copy of specification
 - (iv) Signed copy of plan
 - (v) Special condition

Signature of Tenderer

Full Name:
Nationality:
Place of Residence:
Date of Submission

UNIVERSITY OF KERALA

NOTICE INVITING TENDERS FOR THE WORK OF

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Form No. 83

UNIVERSITY OF KERALA
NOTICE INVITING TENDERS FOR WORKS
FORM No. 83

Sealed tenders are invited for and on behalf of the Vice-Chancellor, University of Kerala
from Registered Contractors of P.W.D./C.P.W.D/

1. The items and sub-heads of works to be done are enumerated in the subjoined schedule. Unless otherwise specified the tender must be for the whole or any individual work and part tenders are liable to rejection. A Contractor may tender for more than one work with the Earnest Money Deposit specified in each case, but shall not tender for any part of a work only, unless specifically so required.

2. All works shall be done in conformity with the specification and condition of contract in force in the P.W.D./University of Kerala. The tenderer shall quote only a single rate as an overall percentage above or below or at the rates given in the schedule by a single entry at the bottom of the schedule under the head "QUOTED RATE OF THE CONTRACTOR" by scoring out the irrelevant portion and attesting all the corrections. The rate quoted shall be inclusive once covering all the operations contemplated in the specification and tender schedules, and all incidental work necessary for such operations such as shoring, bailing, form work, scaffolding etc. "The rate quoted shall be inclusive of Sales Tax".

2a. The overall percentage rate accepted and specified in the agreement shall not be varied on any account whatever.

3. Tender sealed and endorsed such with the name of the work clearly written thereon should be delivered at the Office of the Registrar, University of Kerala, Thiruvananthapuram before 3.00 P.M. on or before the last date noted in the tender notice **by registered post/speed post only**. They will be opened at the Office of delivery by the Registrar or such officer as may be authorised in this behalf in the presence of

such of those tenders or their authorised agents as may be present.

The percentage rate of each tender will be read out, the tender and all corrections in the tender will be attested by the tender opening officer with dates and initials and by the tenderer, if present. A list of corrections which remain unattested by the tender will be made out and pasted to each tender. When the rates quoted for a particular item in figures and words disagree, the rates noted in words will be taken for the purpose of the settlement of the contract. The contractor is bound to accept this rates if the contract is awarded to him. Each tender should be accompanied by a receipt for an Earnest Money Deposit and cost of tender as noted against each work in the tender notice. The Earnest Money may be produced in one or other of the following forms:

- (a) Draft on a Scheduled Bank payable to the University Engineer, University of Kerala.
- (b) Deposit-at-call on a Scheduled Bank/ Nationalised bank assigned in favour of the University Engineer, University of Kerala duly stamped and signed by the tenderer.

Cost of tender form may be produced separately in the form of DD from a Scheduled/Nationalised in favour of University Engineer , University of Kerala.

Tenders not accompanied by such deposits, for receipt will not be considered. Contractors who have deposited permanent Earnest Money and have secured exemption from individual payments, need not do this, except when special earnest money is asked to be deposited.

4. Selected contractor will be required to produce income tax and sales tax clearance certificates before final payment is made for the work, and before security deposits released.

5. The contractors submitting tender should produce copies of solvency certificates clearly indicating to what extent they are solvent from the Tahsildar of the Taluk where they reside along with their tenders.

6. Each tenderer must also send a certificate of income tax verification from the appropriate income tax verification from the appropriate income tax authority in the form prescribed therefore.

7. In the case of proprietary or partnership firm it will be necessary to produce the certificate above mentioned for the proprietor or proprietors and for each of the partners as the case may be.

If a certificate had already been produced by the tenderer during the calendar year in which the tender is made in respect of previous tender it will be sufficient if particulars regarding the previous occasion on which the certificate was produced are given.

All tenders received without a certificate as aforementioned will be summarily rejected.

8. The tenderer shall examine closely the Madras Detailed Standard Specifications, and also the Standard Preliminary Specification contained therein, and sign the Engineer's Office copy of the Madras Detailed Standard Specification and its addenda volume in token of such study before submitting his tender rate which shall be for finished work in site. He shall also carefully study the drawings and additional specifications and all the documents which form the part of the agreement to be entered into by the accepted tenderer. The Madras Detailed Standard Specifications and other documents connected with the contract such as specifications, plans, descriptive

specification sheet regarding materials, etc., can be seen at any time during office hours on office days in the Office of the University Engineer.

9. The Tenderer's attention is directed to the requirements for materials under the clause "Materials and workmanship" in the preliminary Specifications'. Materials conforming to the Indian Standard Specification shall be used on the work, and the tenderer shall quote his rate accordingly.

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

The University will not, however after acceptance of contract rate pay any extra charges for lead or for any other reasons, in case the contractor is found later on to have misjudged the materials available. Attention of the contractor is directed to the standard "Preliminary Specification" regarding payment of seigniorage, tolls etc.

11. The tenderer's particular attention is drawn to the Section and Clauses in the standard "Preliminary Specification" dealing with:-

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

The contractor should closely peruse all the specification clauses which govern the rate which he is tendering.

12. In consideration of the tenderer being allowed to quote for the work, he should keep the tender firm for a period of **4 months** from the date of opening the tender during which period or till the tenders are decided, whichever is earlier' he will not be free to withdraw the tender. Any such withdrawal will entail forfeiture of the earnest money deposited for the work.

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

13. Before commencing work or within a week after the date when the acceptance of the tender has been intimated to him, the tenderer shall deposit a sum sufficient to make up the balance of 5 percent of the probable value of contract for works upto 2 crore limited to a maximum of Rs 2.00 lakh and beyond 2 crores 10 % of the contract amount without limit which together with the amount of earnest money deposited shall be treated as security for the proper fulfilment of the same and shall execute an agreement for the work in the University Schedule form. If he fails to do this or to maintain a specified rate of progress (to be specified in each case in the tender schedule) the earnest money and security

deposit shall be forfeited to University and fresh tenders shall be called for, or the matter otherwise disposed off. If as a result of such measures due to the default of the tenderer to pay the requisite deposit, sign contracts or take possession of the work, any loss to University results, the same will be recovered from him as arrears of Revenue, but should it be a saving to University the original contractor shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to the contractor on this or any other subsisting contracts or under the Revenue Recovery Act or otherwise the University may decide.

Note: If the amount of contract does not exceed Rupees two crore the amount of security will be subject to 5 per cent subject to a maximum of 2 lakhs. If the amount of contract exceeds Rs. 2 crore the amount of security will be 10 per cent, of the contract amount without any limit.

14. The acceptance of the tender rates remains with the Registrar, University of Kerala, who does not undertake to accept the lowest or any particular tender.

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

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

17. The Earnest Money Deposit of the unsuccessful tenderers will be refunded immediately after tabulating the tenders, keeping only the earnest money of the first three lowest tenderers.

The earnest money deposit of the remaining unsuccessful tenders will also be refunded within a week from the date of acceptance of the tender.

18. Sobcitor's fee, if any, to be paid to the Law Officer of University for scrutinising or drawing up of agreements, be paid and the same recovered from the successful tenderer.

19. Tenderer must also state in their tenders if they are prepared to carry out at their tendered rates such portion or portions of the work as may finally be allotted to them by the Officer deciding tenders.

20. Any further information necessary can be obtained at the Office of the University Engineer on all working days during office hours.

21. The work should be completed in all respects within the stipulated time as mentioned in each work in the tender notice from the date of the order to start work is issued or from the date of handing over of site as the case may be indicated in the work order.

22. Tender forms and tender schedule can be downloaded from the University website in A4 size plain paper. Duly filled up tender form signed by the contractor in all pages along with required EMD and cost of tender form should be send to the Registrar, University of Kerala, Thiruvananthapuram by Regd. Post/speed post so as to reach on or before the prescribed date and time.

23. The Contractor shall not without the previous sanction in writing of the authority accepting the tender, execute any power of attorney in respect of any matter, touching this contract, and any such power of attorney executed without such sanction shall not be recognised by or to be binding upon University or their Officers. It shall be

entirely within the discretion of the authority accepting the tender either to grant such sanction or to refuse it or to revoke a sanction once given.

24. No part of the contract shall be subject without written permission of the University Engineer nor shall transfer be made by power of attorney authorising other to receive payment on the contractor's behalf.

25. The University Engineer or other sanctioning authority reserves the right to reject any tender or all the tenders without assigning any reason therefore.

26. Any materials available in Department Stores, if issued to the contractor will be recovered at book value of issue rate 20% supervision charge or market value or date rate whichever is higher. The fixing of market rate will be governed as per prevailing rules.

27. In making payment the total amount of the bill will be rounded off correct to the nearest rupee if the amount is above Rs. 25/- and to the the nearest paise if the amount is below 25/-

28. Value of quantities of the departmental materials issued for the work either allowed to deteriorate or unaccounted for amounting as it does to an excess supply over the sanction requirements shall be recovered at book value or issue rate plus 20% supervision charges of market rates whichever is higher with sales tax and in addition, specific penalty rate stipulated by the Department. Market value will be the retail selling price of the materials in the locality of the work or the nearest market town current on the day of issue, or recovery whichever is more. The University Engineer shall obtain the information and record within 7 days of such issue, sending a copy to the contractor. The decision of the Registrar regarding the current market rates shall be binding on the contractor.

29. Tenderers should declare that they are not related to any University servant,

who is in charge of or having control of the work. Relationship in this will be restricted to father, mother, son, daughter, brother, sister, direct uncle, nephew, father-in-law, brother-in-law, mother-in-law, sister-in-law and first cousin of the officer concerned. If the above condition is found to have been contravened, when they tender the earnest money / security deposit of the tenderer / tender will be forfeited and the contract entered into will stand cancelled.

30. The contractor will provide his own tools and plant, store sheds to store his own materials as well as those supplied by the Department and will be entirely responsible for proper use and safe custody of the later and also for any loss, damage, their mis-handling, weathering or any cause what-so-ever.

31. If different rates are quoted for the same specification of work at the same site/in different appendices of the schedule and the lowest quoted rate will be accepted for the items in all the appendices.

32. The contractor shall be responsible for the safety of the labour employed by him and he shall be liable to pay the necessary compensation in case of accidents, as per the workmen Compensation Act.

The contractor will also be liable to abide by the fair wage clause condition attached separately.

33. Empty bags of cement used on the work need not be returned to the departmental store. Value of empty cement bags will be recovered at rates fixed by the Department from time to time if cement is supplied by the department.

34. If the department under takes to supply particular materials no claim for extra payment on account of delay in the supply of these materials will be entertained.

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

36. The contractor should take a licence under the current explosive rules to enable him to manufacture and possess the quantity of gun powder required by him for blasting, if necessary.

37. The contractor shall employ Engineering personnel as detailed below for a period of one to two years according to the tenure of the contract paying emoluments.

Cost of work	No of person
10 lakhs-20 lakh	One diploma holder
20 lakhs-200 lakhs	One degree holder

For pre qualification/ post qualification works- One degree holder and one diploma holder.

38. Tenders which are not in conformity with the tender notice are liable to rejection.

39. This tender notice with the conditions stated herein will form part of the contract documents.

Sd/-

UNIVERSITY ENGINEER
For and on behalf of the Vice- Chancellor
University of Kerala

CONDITIONS

1. The overall percentage rate accepted and specified in the agreement shall not be varied on any account whatever, and that it shall hold good for all items done under the contract irrespective of variations in quantities and or substitution of extra items shall also be included in the tender documents and agreements.

2. The rates quoted by the Contractor shall be inclusive of sale tax to be paid to the Sales tax Department.

3. The work should be completed in all respects within the stipulated date from the date of the issue of order/ date of handing over of site as the case may be

4. Intending tenderers are expected to inspect the site before tendering and ascertain the exact nature of the work to be done. No claim for extra rates of any kind over and above the rates quoted by them will be considered.

5. The Contractor will provide his own tools and plant and store shed to store his own materials as well as those supplied by the Department if any and will be entirely responsible for the proper use and safe custody of the later and also any loss, damage, theft, mis handlings, wheathing or any cause what so ever.

6. The material if supplied by the department shall remain the property of University though in the contractors custody and shall not be removed without the written permission of the authority not less than the rank of an Assistant Engineer.

7. The work should be done in conformity with the specifications and conditions of contract in force in the Department.

8. The payments items involving earth work levelling site will be made

based on levels taken approved and checked before and after execution of work.

9. Unused balance materials if any at the time of completion or determination of the contract will not be accepted by the Department. The cost of such materials amounting as it does to an excess supply over the sanctioned requirements, shall be recovered at book value + 20 % or current market rate which ever is higher, and in addition specific penalty rates may be fixed by the University Engineer in the from of Department circular orders from time to time shall also be recovered at the discretion of the University Engineer.

10. Extra items

The Contractor is bound to carry out items or works which are not included in the tender schedule and agreement but which are found necessary for the proper completion of the work during execution. Payment for such extra items will be made on the basis of the Departmental data rates, current at the time of ordering the extra items after applying the tender deduction except on cost of departmental materials.

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

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

(i) There shall be an order in writing to execute the extra item of work duly signed by an Engineer not below the

rank of an Assistant Engineer, before its commencement.

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

3. Extras items may be classified as additional substituted or altered items depending on their relation or otherwise to the original item or items of work.

4. The rates for extra items shall be worked out as below:

(i) In the case of all extra items whether additional altered or substituted if accepted rates for identical items are provided for in the contract, such rates shall be applicable.

(ii) In the case of extra items whether altered or substituted, for which similar items exist in the contract, the rates shall be derived from the original item by appropriate adjustment of cost of affected components. The percentage excess or deduction of the contract rate for the original item with reference to the departmental estimated rate shall be applied in deriving the rates for such items.

(iii) In the case of extra items, whether altered or substituted and for which similar items do not exist in the contract and rates exist in the schedule of rates, the rate shall be arrived at on the basis of the departmental data rate current at the time of ordering the extra item, after applying the tender deduction except on cost of departmental material. Tender excess, if any, will not be applied.

(iv) In the case of additional items, the rates shall be arrived at on the basis of the departmental data rates current at the time of ordering the extra item or the date of commencement of the

extra item, whichever is earlier, after applying the tender deduction except the cost of departmental material. Tender excess, if any, will not be applied.

(v) In the case of extra items, whether additional altered or substituted, for which the rates cannot be derived from similar items in the contract, and only partly from the departmental schedule of rates. The rates of such part or parts of items as are not covered in the schedule of rates shall determined by the Engineer on the basis of the prevailing market rates giving due consideration to the analysis of the rate furnished by the contractor with supporting documents, including Contractor's profit. This shall be added on to the departmental rate (including Contractors profit) current at the time of ordering or executing the extra item, whichever is earlier for the other part of the item, for which rates can be derived from the schedule of rates.

(vi) In the case of extra items, whether additional altered or substituted, for which the rates cannot be derived either from similar item of work in the contract or from the departmental schedule of rates, the contractor shall within 14 days of the receipt of the order to carryout the said extra item of work, communicate to the Engineer the rate which he proposes to claim for the item supported by the analysis of the rate claimed, and the department shall within one month thereafter, determine the rate on basis of the market rate giving due consideration to the rate claimed by the Contractor.

(vii) In the case of percentage rate contract, the rate for extra item shall be arrived at by applying the percentage excess or deduction to the departmental data rate as per the original schedule on which the tenders were invited.

5. Wherever the term "Departmental Data Rate" appears, it shall mean the rate derived from the Departmental schedule of rate shall include conveyance charges and contractor's profit.

11. The quantities provided for in the schedule may vary widely at the contractor should be prepared to do any excess over the schedule quantities at his quoted rates for the work.

12. The selected contractor should produce a certificate to the effect that the sales tax and income-tax due by him have been paid to Government as per Circular before F.C.C. paid for the work.

13. No modifications in the rates will be admissible in case the size or shape or both R.C.C. items are modified during execution as the rate per Unit shall be binding in all cases.

14. All the rates quoted for finished works only and include all incidental charges such as watering, scaffolding etc.

15. All paints, varnish, wood oil etc, obtained by the Contractor at his own cost must be got approved by the Departmental authorities before using on the work.

16. Special attention of the Contractor is invited to the attached A4 Schedule.

17. If there is no rate for any particular size of door, windows, ventilators, collapsible gate, almarah and weld mesh screens in the particular block or appendix the corresponding agreed rate of any other appendix will be allowed.

18. The Contractor should take out a license under the explosive rules 1940 to enable him to manufacture and possess the quantity of gun powder required by him for blasting if necessary.

19. The Contractor should clear all debris from the site and dump the same in valley.

20. Only approved colour and brand paints will be allowed for all works. The contractor before commencing the work

should get approved the colour and brand of paints by University Engineer.

21. If the amount of contract exceed Rs. 10 lakhs, contractor should be prepared to engage Engineering Diploma Holder for the proper execution of the work.

22. The tenderers tendering for University works should declare that they are not related to any University servant, who is in charge of or having control of the work for which they are tendering relationship in this will be restricted to father, mother, son, daughter, brother, sister, direct uncle, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law and first cousin of the Officer concerned. It at any stage the above condition is found to have been contravened the earnest money/security deposit of the tenderer/contractor will be forfeited and the contract entered into will stand cancelled.

23. The Contractor shall be responsible for the safety of the labour employed by him and he shall be liable to pay the necessary compensation in case of accidents as per section 12 (2) of the Workmen's compensation Act.

24. If the department undertake to supply the controlled materials, no claim for extra payment on account of delay in the supply of these materials will be entertained.

25. a) Fine for Extension of time of completion of works. First 3 months - 1% of the PAC subject to a minimum of Rs. 300/- and maximum of Rs. 15000/-.

For every 3 months thereafter - 2% of the PAC subject to a minimum of Rs. 600 and maximum of Rs. 30000/-.

b) For feature for overtime - Liquidated damage. It is expressly agreed that time is of the essence of this contract and the contractor agrees that the University is authorised to deduct and retain permanently out of the moneys which may be due to the said contractor under this contract, the sum of Rs. 1000/-

(one thousand only) per day as liquidated damages and not as a penalty for each and every day that the work herein described remains in completed beyond the time stipulated.

26. The earnest money deposit of the unsuccessful tenders will be refunded immediately after tabulating the tender keeping only earnest money of the first three lowest tenderers. The earnest money of the remaining unsuccessful tenderer will also be refunded within a week from the date of acceptance of the tender.

27. The bill above alluded to shall be submitted in exact accordance with the form supplied by the University Engineer and the rates at which the value of the work is calculated shall be those entered in the attached in schedule or rates. To allow of a guarantee fund being formed on the part of the University, a deduction of 10 percent from all payments to the contractor is to be made by the University Engineer at the time of payment. But the amount so held as a retention plus the security deposit of 5 per cent, as per clause (1) shall not at any time exceed 10

per cent of the contract amount. This retention amount will not be released before the expiry of 3 months (six months in the case of road works) after the issue of certificate final or otherwise of completion of work or till final bill has been prepared and passed whichever is later.

28. If the Contractor or his work people break, deface or injure any part of a building they may be working in or any building, road, fence, enclosure or grass land or cultivated ground or if any damage, shall happen to the work while in progress from any cause whatever or any imperfection become apparent it within 3 months (six months in case of road works) after its certificate final or otherwise of completion shall have been issued by the Engineer in charge as aforesaid, he shall make the same good at his own expense or in default the University Engineer may cause the same to be made good and deduct the expense from any sums that may be then, or at any time thereafter, due to the Contractor.

29. Electricity and water charge for the depth current and water used be charged as per prevailing rate.

FAIR WAGE CLAUSE

(a) The Contractor shall pay not less than FAIR WAGE to labourers engaged by him on the work. "FAIR WAGE" means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been on notified, the wage prescribed by the Central P.W.D. for the District in which the work is done.

(b) The Contractors shall not withstanding the provisions of any contract to the contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his subcontractor in connection with the said work as if the labourers had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the works for the performance of the contractors part of this agreement the contractor shall comply with or cause to be compiled with (the central P.W.D. Contractors labour) regulations made by Government in regard to payment of wages, wage period deductions from wages recovery of wages not paid and other deductions unauthorisedly made maintenance of wage register other terms of employment inspection of scales of wages and return and all other matters of a like nature.

(d) The University Engineer or Assistant Executive Engineer concerned shall have the right to deduct from the moneys due to the contractor any sum

required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers non-payment of wages or deductions made from him or their wages which are not justified by their terms of the contract or non-observance of the regulations.

(e) Vis-à-vis the Central Government, the Contractor shall be primarily liable for all payments to be made under the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub contractors.

(f) The regulations aforesaid shall be deemed to be apart of his contract and any breach there shall be a breach of this contract.

Contractor

University Engineer

ADDITIONAL SPECIAL CONDITIONS

- A. Purchase Tax :** Purchase tax at prevailing rate will be deducted towards purchase tax from every payment.
- B. Guarantee period of works (G.O. (M.S.) 86/92 PW & T Dtd. 21-11-'92**

The guarantee periods of various works are as follows:

1. Bridge works – Three years from the date of completion.
2. Building works – Two years from the date of completion.
3. (a) New Roads : one and a half years from the date of completion.
(b) Renewal and resurfacing of Roads : One year from the date of completion.

Note:

1. The security deposit of works having guarantee periods of six months and one year will be released after the expiry of the respective guarantee periods.
2. For works having guarantee period of more than one year the security deposit will be released after one year but after execution of an indemnity bond in the specified form for an equal amount for the remaining guarantee period.
3. 1% of the bill amount will be deducted towards the Employer's contribution to the Kerala Construction Workers' Welfare Fund

CONTRACTOR

UNIVERSITY ENGINEER

K.U.P. 583/2001-'02 2,000