

CO-OPERATIVE ACADEMY OF PROFESSIONAL EDUCATION (CAPE)
College of Engineering, Muttathara Campus
St. Sebastian Church Road
Vallakadavu P.O
Thiruvananthapuram – 695 008
Tel No: 0471 2316236

TENDER DOCUMENT

File No.	W-4/2025/CAPE
Last date for bid submission	28.02.2025, 1.00 pm
Name of work:	Development works of existing playground in campus of College of Engineering Muttathara
Tender no	W-3/2024-25/CAPE

TABLE OF CONTENTS

- I.** GENERAL
- II.** DETAILS OF TENDER
- III.** FORM OF COVERING LETTER.
- IV.** CONDITIONS OF CONTRACT
- V.** ADDITIONAL CONDITIONS OF CONTRACT
- VI.** FORM OF AGREEMENT
- VII.** SCHEDULE OF QUANTITIES
- VIII.** DRAWINGS

FORM OF TENDER

Name of work : Development works of existing playground in
campus of College of Engineering Muttathara

Name of Tenderer :

Address :

:

I. General

Name of work : Development works of existing playground in
campus of College of Engineering
Muttathara

Time of Completion : **20 days**

All communications shall be addressed to the Director, CAPE in the following address by post/in person

Co-operative Academy of Professional Education (CAPE)
College of Engineering, Muttathara Campus
St. Sebastian Church Road
Vallakadavu P.O
Thiruvananthapuram – 695 008
Tel No: 0471 2316236

**Sd/-
DIRECTOR**

Thiruvananthapuram
Date:

II- DETAILS OF TENDER

Name of Work: Development works of existing playground in campus of College of Engineering Muttathara

Competitive percent rate tenders are hereby invited by Co-operative Academy of Professional Education for the above-referred work.

1. The contract documents consisting of Technical specification, Bills of Quantities to be duly signed on every page by the bidder shall be submitted to the Director.
2. The time allowed for the work is **20 days** from the date of execution of agreement
3. The tender shall be accompanied by Demand Draft towards Bid Security for Rs. 12,500/- and registration cost of Rs.590/-.
4. The successful tenderer shall furnish a security deposit calculated at 5 percent of the Accepted PAC in the form of DD drawn on any Nationalized Bank/State Co-operative Bank (at least 50%) in favour of the Director, CAPE payable at Thiruvananthapuram or the rest in the form of Bank Guarantee Valid up to the expiry of the Guarantee period (i.e., for a period of 24 months from the date of completion of the work).
5. The Tenderer shall submit his tender only after carefully examining the whole tender documents and the conditions thereof.
6. This notice, the conditions of tender and the duly completed form of tender will interalia form part of the agreement to be executed by the tenderer with the Director

**Sd/-
Director**

Co-operative Academy of Professional Education

Note:

1. *Detailed notice inviting tender deemed as part of Contract and agreement.*
2. *Guarantee period of the work is 24 months from the date of completion.*
3. *Defects if any noticed within the guarantee period from the date of completion will be got rectified by the Contractor at his own cost.*

III- FORM OF COVERING LETTER

To

The Director, CAPE
College of Engineering, Muttathara Campus
St. Sebastian Church Road ,Vallakadavu P.O
Thiruvananthapuram – 695 008
Tel No: 0471 2316236

Sir,

Sub: Development works of existing playground in campus of College of

Engineering Muttathara

I/We do hereby tender to execute the works enumerated in the Schedule accompanying in accordance with the terms in your limited tender Notification date and specifications and conditions of contract in the bidding document.

1. Copy of the signed specifications signed is also enclosed.
2. 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 piece-works, maintain the minimum rate or progress specified in the Tender Schedule.
3. I/We do/do not agree to accept and carry out such portion of the work included in my/our tender as may be allotted to me /us if the whole work be not given to me/us.
4. In consideration I/We being registered as a Bidder in the Kerala PWD and invited to tender, I/We agree to keep the tender open for acceptance 90 days from the date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to Government.
5. I/We agree that Arbitration shall not be a means of settlement of any disputes or claims arising out of the contract relating to the work. A sum of is hereby remitted as Earnest Money. If I/We fail to keep the tender open as aforesaid or make any modifications in that terms and conditions of the tender which are not acceptable to Government.

OR

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

Acc:

- i. Tender Schedule (submitted with Financial Bid):
- ii. Earnest Money
- iii. Signed copy of full tender/bid documents:
- iv. Signed copy of drawings:

Nationality:

Signature:

Full Name of Bidder:

Place of Residence:

NOTICE INVITING TENDER

Name of work : Development works of existing playground in campus of College of

Engineering Muttathara

Tender no. : W-3/2023-24/CAPE

Competitive bids (Percentage rate) are invited on behalf of Co-operative Academy of Professional Education (CAPE) (THE OWNER) for the Construction of green room, confidential room and toilet for multipurpose hall at CAPE, College of Nursing, Pathanapuram for multipurpose from contractors and agencies for executing this work. The details of contract together with the estimate cost are given under

Owner /Employer - Director, Co-operative Academy of Professional Education
Engineer - Project Director, CAPE
Consultant - Project Director, CAPE
Site Engineer - Assistant Engineer (Civil) College of Engineering, Muttathara

The Project contract mainly include the following

SL. No	Description of the work	Estimate cost
1	Development works of existing playground in campus of College of Engineering Muttathara	Rs. 4,99,612/-
2	Registration Cost	Rs.590/-
3	Bid Security	Rs.12500/-
4	Period of Completion	20 days
5	Last date and time for submission of bids	28.02.2025 1.00pm
6	Date and time of opening of tender	28.02.2025 3.00pm

Broad scope and salient features of work

The project is for Development works of existing playground in campus of College of Engineering Muttathara

Publication of Tender Details in the Website:

The tenders will be published in the www.capekerala.org website.

- (a) The general information on the project may be found from the bidding document. The information is only indicative. The tenderers must visit the site and familiarize themselves with the site conditions, nature of substrata, availability of materials, etc., before quoting. The drawings, conditions of contract, schedule of quantities and the specifications may be carefully studied before they offer their prices. No claims for extra compensation over and above the quoted rates will be entertained by THE OWNER on the ground that the tenderer have misjudged site conditions, nature of substrata, tender conditions or any item of tender. The tender documents will be available from the website www.capekerala.org from 21.02.2025
- b) The tender document(s), may be downloaded free of cost from **www.capekerala.org**. No payment is required for downloading the tender documents from the above website
- (c) Only having a valid registration
- (d) The bid shall be submitted within the time mentioned and submission of bids after the stipulated date & time will not be considered.
- (e) The bidders, who submit their bids for this tender accept that they have clearly understood and agreed the terms and conditions including the Form/ Annexures of this tender.
- (f) Mention of price details at any place other than the designated place, shall disqualify the bid and the bid shall be summarily rejected.
- 1.05).** 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 bidder 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, unless specifically so required.
- 1.06).** (a) All works shall be done in conformity with the specifications and conditions of contract in force in the P. W. D. In case of schedule rate contract, bidders must quote their own rates specifically for each item without reference to the departmental estimates or 'the current schedule of rates and for percentage rate contract only a single rate as an overall percentage above or below or at the rate given in the schedule by a single entry at the bottom of the schedule under, the head quoted rate may be made. The rates quoted shall be inclusive ones; covering all the operations contemplated in the specifications and tender schedules and all incidental work necessary for such operations such as shoring, bailing out work, scaffolding, etc. The rates quoted shall be inclusive of all taxes applicable.
- (b) The overall percentage rates accepted and specified in the agreement shall not be varied on any account whatsoever.
- (c) The bidders who quoted below estimate rate will remit performance guarantee with a view to curb the tendency to quote low rates and execute the works unsatisfactorily.
- i) If the quoted PAC differ Estimate PAC by more than 25 %, it will be rejected.
- ii) If the quoted PAC differs estimate PAC up to 25 %, the bidder will remit performance guarantee equal to the unbalanced price in the estimate P.A.C and quoted P.A.C. This will be released after satisfactory completion of the work.
- iii) No interest, in any circumstances, shall be payable by the department to the bidder for the EMD/ security deposit/ performance guarantee furnished.

1.07

- (a) Tender duly signed shall be submitted before on or before 1.00 pm on 28.02.2025. The bids will be opened at the office of the tender inviting authority on 28.02.2025, 3.00 pm at CAPE

Head office by Project Director, CAPE in the presence of those bidders or their authorized agents who wish to be present. In case it is not possible to open the tenders on the specified date due to any valid reason the revised time and date of opening of tenders will be published on CAPE website. The bidders shall check the position at CAPE web site regularly for such updates. The total amount of each tender will be read out. There is no provision for correction of bids once submitted. However, multiple bids can be submitted by the bidder, in case of corrections, till the last date & time of bid submission and the most recent/ latest bid submitted before the stipulated date & time of bid submission shall only be considered for further processing. Details of individual rates will be treated as confidential and will not be read out. Any tender received after the due time on this date will be summarily rejected. It may be noted that separate Submission of details, explanatory notes, any relevant documents etc. will not be entertained.

b) Bidders shall remit the tender document fees and EMD in the form of DD only.

(c) The Bid documents duly filled, payment in DD form duly filled shall be brought in single envelope to the Tender Inviting Authority before the bid opening. Also, in this envelope, the bidder shall mandatorily enclose an attested copy of his/ her valid and active Registration Certificate. The bidder shall get the Registration Certificate attested only from any of the Superintending Engineers/ Executive Engineers of PWD, Kerala. The envelope, containing the tender document(s) & attested copy of the valid and active Registration Certificate, should reach the department on or before the bid opening date & time, failing which, the bid is liable to be rejected. The department shall not be responsible for any postal/ courier service delay or any other delay.

Selected bidder will be required to produce income-tax clearance certificates and GST IN No before final payment is made for the work, and before security deposits released.

The bidder must attach the scanned 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. The bidder shall produce the original copies of the above solvency certificates, in physical format, if required by the department for verification.

1.10. The bidder must attach the scanned copy of the recent return statement filed by the bidder before the appropriate Income tax authority along with their tenders. The bidder shall produce the necessary income tax documents, if required by the department for verification.

In the case of proprietary or partnership firm, it will be necessary to submit the scanned copy of the certificates aforementioned for the proprietor or proprietors and for each of the partners as the case may be.

All bids received without the scanned copy of certificates mentioned at point 1.09 & 1.10 above will be summarily rejected.

1.11 Tender forms and general specifications can be downloaded free of cost from the CAPE website. Tenders not submitted in such prescribed format or submitted incomplete in any respect whatever such as unattested errors and corrections in rates, quantities, units or amounts (figures not expressed in words), totals of contract not entered, etc., shall be summarily rejected.

1.12 The scanned copy of following documents shall be submitted along with the bid in cover specified:

- a. Tender Documents and BOQ/Tender Schedule duly filled and signed.
- b. Demand draft for EMD
- c. Preliminary Agreement on a Rs. 200/- stamp paper. Stamp paper charges to be borne by the

- bidder himself.
- d. Duly filled and signed copy of Affidavit as per this bid document in original.
 - e. PAN & TAN details
 - f. Copy of GST registration certificate
 - g. Bank Account no, Bank and IFSC code
 - h. Mobile no. of the contractor

THE OWNER reserves the right to reject any bid without assigning any reasons. Non- submission of documentary evidence to prove pre-qualification criteria will lead to rejection of tender.

- .02 Subject to THE Owner's right to accept any tender and reject any or all tenders; the work will be awarded to the tenderer whose bid has been determined to be substantially responsive to the tender documents and who has offered the lowest Evaluated Tender Price provided further that the tenderer has the capability and resources to carry out the contract effectively.
- .03 Prior to the expiry of the period of validity of the tender THE OWNER will notify the successful tenderers in writing their name the sum which THE OWNER will pay to the contractor in consideration of the execution, completion, operation, defect maintenance and guarantee of the work by the contractor as specified by the contract (hereinafter called the contract price) is letter of acceptance will constitute the formation of a contract.

The tenderer shall make a security deposit as given in clause 1.15 of this notice and furnish the same for the proper fulfilment of the contract and shall execute an agreement for the work in required non-judicial stamp paper in the format given as "Articles of Agreement" within 14 days (Fourteen days) from the date of acceptance of tender. Acceptance of tender rests with Technical Sanction authority. Further time of 10 days shall be allowed to execute agreement on realizing a fine of 1% of the PAC subject to minimum of Rs. 1000/- and maximum of Rs. 25,000/-. The tenders will be rejected if agreement is not executed within 24 days and work will be awarded to the next lowest tenderer as per rules.

- .04 If the tenderer fails to execute the agreement as stated above within the specified period, the earnest money deposit shall be forfeited to THE OWNER and the work will be arranged through the 2nd lowest tenderer or retendered.
- 06 Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions are susceptible shall be rejected.
07. The rate quoted by the bidder shall include all taxes duties and Construction Workers Welfare Fund Contribution etc. except the GST (Goods and Services Tax) and the Government will not entertain any claim whatsoever in respect of the same. However, in respect of GST, wherever legally applicable the same shall be paid by the contractor to the concerned Authorities as per the prevailing rules. The payment for any bills as per this contract shall be made for the total value of the works at the contract rate plus the applicable GST rate at the time of billing. Any variation in tax rate of GST (increase or decrease) after the last date of tender submission shall be adjusted at the time of settlement of bills. TDS and other deductions shall be made on payments excluding GST., etc.
- .08 If the tender is made by an individual, it shall be signed with his full name and his complete address shall be given. If it is made by partnership firm it shall be signed by the authorized signatory with name and seal of the firm. **No price preference will be allowed to any Corporation/Society/firm/individual for the finalization of financial bid due to paucity of funds since CAPE is executing projects by availing financial assistance from own fund and plan fund from Government of Kerala. There will not be any allowance to any Corporation /Society/firm/individual for the exemption of security deposit mentioned in the tender documents.**
09. Any further information necessary can be obtained at the office of the tender inviting authority on all working days during office hours

1.13 Instructions to applicant

- i. Tenders in all respect shall be submitted to CAPE head office on or before 1.00 pm on 28.02.2025.
- ii. No costs incurred by bidders in making this offer in providing clarification on attending discussions or site visits will be reimbursed by the employer or Engineer

- iii. If the offer is submitted by a bidder backed up by specialized sub-contractors, the bidder and each of the sub-contractors should fill in all the schedules completely. The responsibility of the contract is vested with the main bidder and the main bidder should be clearly identified and the extent of responsibility of each of the sub-contractors should be defined.
- iv. Financial rate, project value of work etc., should be given in equivalent Indian Rupees only.
- v. For any clarification the Project Director/Assistant Engineer (Electrical) CAPE Headquarters may be contacted.
- vi. If the application is made by a firm in partnership, it should be signed by all the partners of the firm, with their full name and current address or by a partner holding power of attorney for the firm by signing the application in which case a certified copy of the power of attorney shall accompany the application.
- vii. A certified copy of the partnership deed, current address of the firm and the full name and current address of the all the partners of the firm shall also accompany the application.
- viii. If the application is made by a limited company or a Ltd corporation, it shall be signed duly by authorized person holding the power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application of such Ltd. Company or Corporation will be required to furnish satisfactory evidence of its existences before the contract is awarded.
- ix. The language for submission of bid should be English/~~Malayalam~~.
- x. Copies of original documents defining the constitution of legal status, place of registration and principal place of business of the company of firm or partnership there to constituting the bidder.
- xi. Proposal for subcontracting elements of the works amounting to more than 10% of the tender amount for each element may be furnished.

1.14 EMD/ Bid security

- .01 Earnest Money Deposit/Bid security for the work is Rs. 12,500/-and shall be submitted in the form of DD.
- .02 EMD/ Bid security of the unsuccessful tenders will be refunded by Cheque/by online without any interest on finalization of the contract with the successful Tenderer.
- .03 EMD deposited with THE OWNER will be forfeited,
 - i) If a bidder withdraws his bid during the period of validity specified.
 - ii) If the successful bidder fails within the time limit to sign the contract document or fails to furnish the required security deposit.

1.15 Performance Security Deposit / Security Deposit

- .01 The successful tenderer on receipt of the letter of acceptance will deposit an amount equal to **5% of the value** of contract within 14 days from the date of award of work. At least fifty percent (50%) of the performance Guarantee will be in the form of demand draft drawn on any Nationalised / State Co-operative Bank in favour of Director, CAPE payable at Thiruvananthapuram and the rest in the form of Bank guarantee for a period of not less than 25 (Twenty five) months from the date of execution of the agreement.
- .02 E.M.D./ Bid security of the successful tender will be refunded without any interest on execution of agreement.
- .03 The SECURITY DEPOSIT/Performance Security will be released to the contractor after expiry of the defect liability period of 24 months from the date of completion.

1.16 RETENTION AMOUNT

- .01 In addition to Performance Guarantee, Security deposit (retention) for the work shall be collected by deduction from the running/final bill of the contractors @ 2.5% of the gross amount of each running and or final claim till expiry of defect liability period.
 - .02 Security Deposit (retention) will be released against bank guarantee on it accumulating to a minimum of Rs 5.00 Lakhs. The minimum amount of bank guarantee shall not be less than Rs. 5.0 Lakhs at a time.
 - .03 All kinds of deposits of E.M.D/ SECURITY DEPOSIT will not bear any interest whatsoever.
- 1.17.** All statutory payments in connection with the employment of the workmen for this work will be recovered from the bill.

- .02 The contractor is the employer of all the workers engaged for this work and should therefore take all required registrations and pay premium correctly to labour welfare funds constituted by the Union Government and State Governments from time to time.

All statutory deductions shall be made from the amount eligible to the contractor in each part bill at current rates. The deduction towards the work contract tax shall be as per the prevailing rates of State Government.

PERIOD OF VALIDITY

The tender shall remain valid for acceptance for a period of 90 days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or makes any modifications in terms and conditions of the tender, then *THE OWNER* has the liberty to forfeit the said Earnest Money Deposit. Due to departmental or administrative reasons if it is found necessary to keep the tender open for a further period, prior consent of the bidder shall be obtained in writing for every further period of one month.

INSPECTION OF SITE

Every tenderer must inspect the site of the proposed work and acquaint himself with the site conditions of substrata, approaches, availability of raw materials, geological and weather conditions, etc., before quoting his rates. He must go through all the drawings, specifications and other tender documents. Any further clarifications in the drawings and documents can be had from *THE OWNER* at the above-mentioned address.

QUANTUM OF WORK

- .01 A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that THE OWNER does not accept any responsibility for the correctness or completeness of this schedule in respect of items and quantities and this schedule is liable to alteration by deletions, deductions or additions at the discretion of *THE OWNER* without affecting the terms of the contract.
- .02 *THE OWNER* reserves the right to increase or decrease the quantum of work at site without assigning any reason.
- .03 Variations in the quantities put to tender will not be the basis of any claim or disputes. The rates agreed by the contractor shall hold good for any amount of variation in the quantities and no claims whatsoever will be entertained on this amount. The contractor shall carry out all works as directed by THE OWNER at the same agreed rates.

ALL INCLUSIVE RATES

The contractor's rate must be firm and include the cost of transportation of material to the site, all taxes and the fixing or placing in position for which the item of work is intended to be operated. The rates quoted by the contractor shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the contractor for any reasons whatsoever. It should be clearly understood that any claims for Excise duty, construction tax or any additional tax, etc., shall not be entertained in any case whatsoever once the tenders are opened. No incidental charges will be paid other than the quoted rates for finished items.

INTERPRETING SPECIFICATIONS

- .01 In interpreting the specifications, the following order or decreasing importance shall be followed:
 - a. Specification mentioned in Schedule of Quantities
 - b. Special conditions of contract,
 - c. Unit Rate Specifications and Technical Specifications of CPWD
 - d. Drawings
- .02 Matters not covered by the specifications given in the contract, as a whole shall be covered by the relevant Indian Standard Codes. If such codes on a particular subject have not been framed, the decision of THE OWNER shall be final.

- 1.24.** No alterations shall be made by the tenderer in the Notice Inviting Tender, Instructions to the contractors, Contract form, conditions of the contract, special conditions, drawings and specifications and if any such alterations are made or any conditions attached, the tender is liable to be rejected.

The acceptance of a tender rests with the owner/ Authorized Representative of THE OWNER who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason(s) whatsoever.

The owner /authorized representative of THE OWNER reserves the right of accepting the whole or any of the tenders received and the tenderer shall be bound to perform the same at the rates quoted.

The work shall be carried out under the direction and supervision of THE OWNER or their representative at site. On acceptance of the tender, the contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instructions for carrying out the work.

THE OWNER decision with regard to the quality of the material and workmanship will be final and binding; any material rejected shall be immediately removed by the contractor and replaced by materials as per specifications and standards.

1.28. SUB-LETTING

No part or whole of the contract shall be sublet without the written permission of THE OWNER nor shall transfers be made by the Power of Attorney authorizing others to carry out the work or received payment on behalf of the tenderer.

DEFECTS LIABILITY PERIOD

Any defect developed within 'Defect Liability Period' of 36 months from the date of completion of work will have to be rectified by the contractor at their own cost failing which the OWNER/CONSULTANT or their representative shall get the work done at the risk and cost of the contractor or the amount required for the rectification work will be recovered from the security deposit of the work.

DELAYS IN COMMENCEMENT

The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause for such delays may be including delays in procuring Government Controlled or other materials.

OCCUPATION IN PART

If THE OWNER wants to occupy areas in part, the contractor shall complete the work of these areas in conjunction with THE OWNER and hand over the same to THE OWNER without affecting any of the clauses of contract agreement.

The contractor should inspect the source of materials, their quality, quantity and availability. All materials must strictly comply with the relevant B.I.S. specifications.

(a) The contractor must co-operate and co-ordinate with other contractors involved in other works at the site.

(b) The contractor should note that they shall have to clear the site of vegetation, debris, etc. before the commencement of the work. The contractor should also keep the premises clear during the execution for the inspection of the site

PERIOD OF WORK

Time is the essence of this contract. The work shall be completed by 20 days. For the period of completion, the Commencement of the work shall be considered from the date of execution of agreement. The contractor shall draw a detailed schedule of programme in the form of PERT CHART/ BAR CHART on whole work, within one week of award of work and submit to THE OWNER for their approval.

Handing over the Site

After executing the agreement, the contractor or his authorized persons should take over the site from the Assistant Engineer (Civil) within 10 days so as to commence the work.

LIQUIDATED DAMAGES

Liquidated Damages will be levied for every week of delay at the rate of 0.1% of the total contract value up to a maximum of 10% of the total contract value.

CONTRACTOR'S STORE AND SITE OFFICE

Suitable area in the site of work shall be allowed to the contractor at free of cost for constructing temporary structures for storing his tools and plants, materials, site office. However, the structure will be provided by him at his own expense and he will be solely responsible for guarding his property with requisite insurance against theft, fire, etc. The contractor however will have to dismantle the sheds and vacate the land of all debris, etc. at his own expense after completion of work. The responsibility for safe custody of materials at work site and during transit will be vested with the contractor.

1.38. Quality control of work

The contractor shall arrange the quality control test and the quality certificate shall be handed over to the Assistant Engineer (Civil) for confirmation. The Assistant Engineer (Civil) should certify the quality of the work done by the contractor while recommending the interim payment of the bills.

MEASUREMENT AND BILLING

- .01 The contractor or his representative shall accompany THE OWNER or their representative in taking measurements and shall agree to the measurements taken on spot. All necessary tapes shall be of steel and shall be supplied by the contractor. The contractor shall then present his bill based upon the agreed and recorded measurements and as per the directions of THE OWNER. If the contractor fails to accompany THE OWNER representatives for measurements, then he shall be bound by the measurements taken by THE OWNER or their representative.
- .02. The contractor shall be allowed to raise bills only for more than 10% of contract amount in each bill.
- .03 Payments towards all interim bills will be made by THE OWNER within 30 days on presentation by the contractor.
- .04 Period of final measurement shall be one month from the time of completion of the project.

EXTRA ITEMS

- .01 Any item of work that do not find a place in the schedule of quantities, in the original tender or in the accepted tender or contract as has been directed by THE OWNER to execute is deemed as an extra item of work. All such works that are necessary to be carried out under the direction of THE OWNER shall be carried out by the contractor. No such variation will violate the Contract.
- .02 Extra items of work thus carried out by the contractor will be paid at the rates worked out by THE OWNER in the following manner.
- .03 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.
- .04 In the case of extra items whether altered or substituted, for which similar items exists in the contract, the rates shall be derived from the original item by appropriate adjustment of cost of affected components with reference to the departmental estimated rates applied in deriving the rates for such items.
- .05 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 schedules of rates, the rates for such part of items not covered in the schedule of rates shall be determined by THE OWNER on the basis of the prevailing market rates giving due consideration to the analysis of the rate furnished by the contractor with supporting document including contractor's profit and overhead. Tender Excess will not be admissible for market rate components.
- .06 In the case of extra item whether additional, altered, substituted, for which the rates cannot be derived either from similar items of work in the contract or from the departmental schedule

or rates, the contractor shall within 14 days of the receipt of order to carry out the said extra item of work, communicate to the Engineer the rate which he proposes to claim for the item, supported by analysis of the rate claimed and THE OWNER shall be within one month thereafter, determines, the rate on the basis of the market rate giving due consideration to the rate claimed by the Contractor. Tender excess will not be admissible in such cases.

The contractor shall make his own arrangement for water and electricity required for the work. THE OWNER has no responsibility for the supply of either electricity or water for the work.

INSURANCE

The contractor shall be responsible for the safety of the labour employed by him and he shall be liable to pay necessary compensation in case of accidents as per the workman's compensation Act.

This Notice Inviting Tender will form part of the tender document and the agreement executed by the successful tenderer.

DIRECTOR

Place: Thiruvananthapuram

Date:

SUMMARY OF NOTICE INVITING TENDER

Sl. No	item	Description
1	Date of Opening of Tender	28.02.2025, 3.00 pm
2	Firm period of the tender	90 days
3	EMD/Bid security of tender	Rs. 12,500/-
4	Security deposit	5% of contract amount
5	Date of Execution of agreement	Within 14 days from the date of acceptance of tender
6	Period of completion	20 days from Date of executing agreement
7	Site handover	Within 10 days after execution of agreement
8	Interim payment	Once in a month for minimum amount of 10% contract value
9	Retention	@2.5% of the gross amount of each running and or final bill
10	Final measurement	within 1 months from the date of completion
11	Defect liability period	24 months from the date of completion
12	Escalation	Not applicable
13	Liquidated damages	0.1% per week of delay with a maximum of 10% of contract value
14	Kerala workers welfare fund	1% of bill amount recovered during the payment of the bills

Sd/-
Director

Co-operative Academy of Professional Education (CAPE)
College of Engineering, Muttathara Campus
St. Sebastian Church Road
Vallakadavu P.O
Thiruvananthapuram – 695 008
Tel No: 0471 2316236

IV. CONDITIONS OF CONTRACT

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of Director, Co-operative Academy of Professional Education, College of Engineering, Muttathara Campus, St. Sebastian Church Road, Vallakadavu P.O, Thiruvananthapuram – 695 008 and the CONTRACTOR, together with the documents referred to therein including the 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. The works under the scope is all works up to basement level and all works of superstructure including masonry, concrete, finishing, plumbing and sanitary.
 - ii) The **Site** shall mean the land/building/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 of 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 **CONSULTANT** shall mean the individual, firm or company, whether incorporated or not, undertaking the architectural consultancy and supervision and Management of 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
 - v) The **Engineer-in-charge** means the Project Engineer or any other Engineer of Co-operative Academy of Professional Education who will supervise and be in-charge of the work on behalf of CAPE.
 - vi) **Accepting Authority** shall mean Director, CAPE
 - vii) **Owner shall mean the Director CAPE, TVM**
 - viii) **Excluded 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, damages from aircraft, acts

of God, such as earthquake, lightening and unprecedented floods, and other causes over which the CONTRACTOR has no control.

- ix) **Market Rate** shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus 15% to cover, all overheads and contractor's profits. Tender excess will not be allowed for Market rate Component
 - x) **Schedules(s)** referred to in these conditions shall mean mainly the relevant DSR with Cost index
 - xi) **Department** means Co-operative Academy of Professional Education which invites tenders.
 - xii) **Site Order book** is a book to be maintained by the Contractor at site and produced when demanded by the Engineer in-charge to record any instruction /comments by the Engineer in-charge).
 - xiii) Contract value means the value of entire work as stipulated in letter of award.
 - xiv) Estimate value means the value of entire work as stipulated in the tender schedule.
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 nor be taken into consideration in the interpretation or construction thereof or of the contract.
 5. The work to be carried out under the contract shall, except as otherwise provided in these conditions, includes 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 shall, unless otherwise stated, be held to include wastage of materials, carriage and cartage, carrying and return of empties, hoisting, 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.
 6. 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 obligation under the contract and all matters and things necessary for the proper completion and maintenance of the works.

7. The several documents forming the part of contract are to be taken as mutually explanatory of one another; detailed drawings being preferred to small scale drawing, figured dimensions being preferred to scale, special conditions in preference to General conditions.

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 condition, if any
- iii) Drawings.
- iv) C.P.W.D Specifications
- v) Indian Standard specifications of B.I.S.

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 documents and his decision shall be final and binding on the CONTRACTOR.

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.

Commencement and completion of work: The work shall commence within 10 days from the date of execution of agreement and complete the whole work within **20 days** from the agreement date

8. **Agreement-** The contractor, on acceptance of his tender by the Accepting Authority, shall sign the agreement within 14 days from the date of award of work and commence the work within 10 days from the date of agreement.

The tender conditions, all the documents including drawings, if any, forming the part of tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

Model Rules which are applicable to KPWD for the protection of health, arrangements for workers employed by CONTRACTOR at site

CONTRACTOR's Labour Regulations of the KPWD.

MEASUREMENT BOOKS:

Conventional measurement book shall be used for recording the measurements. The Assistant Engineer (Civil) designated for the charge of site of **Development works of existing playground in campus of College of Engineering Muttathara** will be the custodian of the M-Books. The pages of these measurement books shall be serially numbered and a record of these measurements book shall be

maintained in a separate register. The measurements shall be carried forward from the previous recorded measurement as per the existing procedure of Kerala PWD.

MODE OF MEASUREMENT:

Measurement of works shall be made as per principles adopted in Kerala PWD and ISI codes for measurement of works. The measurements shall be jointly taken by the CONTRACTOR or his representative and the Engineer –in charge or his representative i.e., Assistant Engineer (Civil) will recorded and entered in the M. Books by the Assistant Engineer (Civil). The Engineer-in-charge shall incorporate with signature changes or corrections, as may be done during the checks to the recorded measurements. Cuttings/over writing/insertions in the M. Books are not allowed after final checking.

EXTRA ITEMS:

If any extra item has to be executed at site which may be absolutely necessary for the work and which are not included in BOQ shall be executed on written orders from the Project Director of CAPE. The contractor shall bring to the notice of the concerned official in advance, the requirement of extra item to be executed. The rates shall be derived from parallel items or similar items if possible or shall be derived from the reasonable existing market price plus the cost of labour plus 15 percent for contractor's overheads and profits. The CONTRACTOR shall furnish the rate analysis with supporting statements to the Owner for approval. However, the CONTRACTOR shall not delay the work for finalization of the rates of the concerned item. Supplemental agreement for the extra item has to be executed for the same

BILL TO BE SUBMITTED BY THE CONTRACTOR:

Based on the quantities worked out as per the joint measurements recorded the CONTRACTOR shall submit his running and final bill in the appropriate format as followed in PWD. The CONTRACTOR shall submit as many copies of the bills as may be required for the purpose of reference and record. The bill shall be carried forward from the previous running account bill as per the existing procedure.

CONTRACTOR's Superintendence, Supervision, Technical Staff & Employees:

The CONTRACTOR shall provide all necessary superintendence during execution of the work and as long thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The CONTRACTOR shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. The Engineer-in-Charge shall within 3 days of receipt of such communication, intimate in writing his approval or otherwise of such representative(s) to the CONTRACTOR. Any such approval may at any time be withdrawn and in case of such a withdrawal, the CONTRACTOR shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the CONTRACTOR in this respect. Such a principal technical representative

and other technical representative(s) shall be appointed by the CONTRACTOR soon after receipt of the approval from Engineer-in-Charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all time when any contractual activity is in progress and also present himself /themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative and other technical representative(s) shall deemed to have the same force as if these for have been given of the CONTRACTOR. The principal technical representative(s) and other representatives shall be actually available fully during all stages of execution of work recording/checking/ test checking of measurement of work and wherever so required by Engineer-in-Charge and shall also note instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the order book and shall affix his/their signature in token of noting down the instructions and in of acceptance of measurements/ checked measurements/test checked measurements. The representative(s) shall not look after other work. Substitutes, duly approved by Engineer-in- Charge of the work in the manner as aforesaid shall be provided for absence of any of the representation for more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the CONTRACTOR, is convinced that no such technical representation is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the CONTRACTOR @ Rs.500/day of his absence and the decision of the Engineer-in-Charge as recorded in the "site order book" and measurements checked/test checked in Measurement books shall be final and binding on the CONTRACTOR. Further if the CONTRACTOR fails to appoint suitable Principal technical representative and other technical representative(s) or if such appointed persons are not effectively present or absent by more than two days without duly approved substitute or do not discharge their responsibility satisfactorily, the Engineer-in-Charge shall have powers to suspend the execution of the work until such date as suitable other representative(s) is/are appointed and the CONTRACTOR shall be held responsible for the delay so caused to the work. The CONTRACTOR should submit a certificate of employment of the technical representatives(s) and shall produce evidence if any time required by the Engineer-in-Charge.

ADDITIONAL CONDITIONS

1. The CONTRACTOR shall make arrangement for obtaining electric connections if required and make necessary payments for the same as per rules
2. Other agencies doing works related with this project will also simultaneously execute the works and the CONTRACTOR shall afford necessary facilities for the same. The CONTRACTOR shall leave such necessary holes, openings etc., for laying/burying in the work of pipes, cable, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies.

Conduits for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.

3. (a) The building work will be carried out in the manner complying in all respects with the requirements of relevant bye-laws of the authorities under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra will be paid of this account.
- (b) The work of water supply, internal sanitary installations and drainage work etc. shall be carried out as per the existing regulations and the CONTRACTOR shall produce necessary completion certificate from such authorities after completion of the work, if required.
- (c) Water tanks, taps sanitary, water supply and drainage pipes, fitting and accessories should conform to specifications. The CONTRACTOR should engage licensed plumbers for the work and get the materials (fixtures/fittings) tested if required, by the authorities wherever required at his own cost.
4. The CONTRACTOR shall give a performance test of the installation(s) as per standing specification, before the work is finally accepted and nothing extra whatsoever shall be payable to the CONTRACTOR for the test.
5. Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been in built in the items and nothing extra shall be payable or extra cement considered in consumption on this account.
6. The CONTRACTOR shall furnish along with the tender his proposed methodology and programme of construction in comprehensive manner of executing and completing the work within the stipulated period. The programme shall consist of the various components for each part of the work stipulated to be completed and a bar chart may be submitted in this connection.
7. The CONTRACTOR shall take instructions from the Engineer-in-Charge for stacking of materials in any place. No excavated earth or building materials shall be stacked on areas where other buildings, roads, services compound walls are to be constructed.
8. Construction labour shall not be permitted (except staff for watch and ward if permitted) to stay inside the campus. The CONTRACTOR has to arrange for necessary photo identity passes for the labour for entry in to the campus. The labour movement should be restricted to the areas where work is carried out.
9. Royalty at the prevalent rates shall have to be paid by the CONTRACTOR on all the metals, shingles, sand, earth etc., collected by him for the execution of the work direct to the Revenue authority or authorized agent of the State Government concerned.

10. The CONTRACTOR should construct proper mortar bands of lean mix for flooding with water & proper curing. In case of columns wet gunny bags shall be used for a period of two weeks.
11. Tenderers are advised to study the drawing before tendering.
12. Sample of all materials, fixtures, fittings like Conduit, Junction Boxes, Wires, Cables, Switches, Switch Boxes etc., shall be got approved in advance from the Engineer-in-Charge before taking up the work.
13. The contractor should engage at his own cost at least a diploma holder (Civil Engineering) for the proper execution and supervision of work costing up to 20 Lakh and one Engineering graduate and one diploma holder (Civil) for works costing above 20 Lakh and one Engineering graduate and two diploma holders for Pre-Qualification works and sufficient no. of skilled and unskilled labour according to the tenure of contract.

TESTING OF MATERIAL

The CONTRACTOR shall produce all the materials in advance so that there is sufficient time for testing and approving the material and clearance of the same before use at works. The contractor should arrange for the mandatory tests and the cost of the same has to be borne by him. The mix designs for RCC work should be done from reputed firms like engineering colleges or KHRI under PWD.

PROGRESS REPORTS TO BE SUBMITTED BY THE CONTRACTOR

The CONTRACTOR shall submit weekly progress report of the work in a computerized form. The progress report shall contain the following.

1. Project information giving the broad features of the contract.
2. Introduction, giving a brief scope of the work under the contract and the broad structural or other details.
3. Construction schedule of the various components of the work through bar chart, showing the milestone targeted tasks and up to date progress.
4. Progress chart of the various components of the work through that are planned and achieved for the week as well as cumulative up to month with reasons for deviations, if any, in a tabular format.
5. Plant and machinery statement, indicating those deployed in the work, and their working status.
6. Manpower statement, indicating individually the names of all the staff deployed in the work along with their designations.
7. Financial statement, indicating the broad details of all the running account payments received up to date, such as gross value of work done. Advances taken, recoveries affected, amounts withheld, net payments, details of Cheque payments received, etc.
8. A statement showing the extra and substituted items submitted by the CONTRACTOR and the payments received against them, items pending for sanctions /decisions by the Owner, broad

details of the bank guarantees, indicating their validity period, board details of the insurance policies taken by the CONTRACTOR, if any, advances received and adjusted from the department etc.

9. Progress photographs in colour of the various items / components of the work done up to date to indicate visually the actual progress of the work.
10. Quality assurance and quality control tests conducted during the week with results thereof.
11. Other details asked for by the engineer in charge.

The CONTRACTOR has to furnish weekly progress report, both physical and financial, as per proforma given below;

PHYSICAL

Sl. no	Name of Item	Quantity as per Agreement	Quantity executed during the week	Total up to date quantity executed	Anticipated balance quantity

FINANCIAL

Total tendered amount	Amount of work done during the week	Total amount of work done up to date	Anticipated amount of balance work

The CONTRACTOR has to submit the progress report to the Engineer in-charge in triplicate by the first working day of every week as per the above proforma along with photographs of the work done during that week.

SPECIAL CONDITIONS

1. No plot rent shall be charged for materials stocked in the specified land during the course of construction with the prior approval the engineer provided all such materials are removed after the works are completed.
2. Royalty or charges due for use of private quarries and private land shall be paid by the CONTRACTOR.

3. No labour camps shall be permitted inside the Site. Workers should be made to confine themselves to the work areas and should not wander in to the nearby areas / buildings/ forests.
4. If night work is required to be carried out to fulfill the agreed rate of progress, all arrangement shall be made by the CONTRACTOR inclusive of lighting the area, necessary charges has to be paid to the concerned authority for power utilization and necessary safety measures are taken.
5. The works shall be carried as per specifications and as per best Engineering practice.
6. No variations from, additions to and omissions from in the items of work shall vitiate the contract. All such variations, additions, substitutions etc. shall be decided as per the terms of the contract agreement.
7. Child Labour is strictly prohibited in the work.

8. Water and Electricity:

The Contractor shall have to make his own arrangement at his own cost for adequate supply of water and for electric power that may be required for in connection with the works.

9. The work shall be carried out with least hindrance to the adjoining building and offices and the CONTRACTORS will be responsible for any damages, caused to the existing fixtures, electric fitting, etc. in the course of execution and the CONTRACTOR shall make good any such, damages without any claim for extra.
10. The debris / construction waste and other waste generated from the work spot should not be thrown inside the site. All waste material should be taken out of the site or should be dumped at a place earmarked by the Engineer in charge.
12. All construction material should be stored only at places earmarked by the engineer in charge. Material like cement, aggregate, steel etc. should not be stored in buildings that are in use. If any material stored in un-authorized location the same shall got removed at the cost of CONTRACTOR.
13. Preparation of concrete, mortars in the roads, pavements etc. is strictly prohibited.
14. The useful vegetation inside the campus should not be damaged.
15. Drinking water requirement of the labour should be arranged by the CONTRACTOR.
16. The labours should be instructed not to misuse any facilities available in the various buildings.
17. While transporting the materials along the road, spillage of material should be avoided. If any spillage occurs the same should be got cleaned immediately without waiting for any notice from the department.

Any violation of above will attract levy of compensation on the CONTRACTOR.

Sub-Contractor's conditions:

Subcontracting:

It is preferred for the contractor not to engage in sub-contracting or subletting the work to others. In any case or so subcontracting may be allowed prior to the condition that the profile as well as the credibility of the contractor should be approved by the Architect, the Client and the project in-charge.

The client will have no direct financial dealings or commitments with the subcontractor. Moreover, the sub-contractor should abide with the technical instructions issued by the Architect/Consultant/Engineer-in-charge. The Principal contractor will be completely be responsible for any technical anomalies or deviations in the work executed.

Special conditions for Safety at the Site

1. No workmen below 18 years and above 70 years of age shall be engaged for a job at the site. sick and unhealthy persons should be avoided.
2. All the workmen shall undergo Safety Induction, screening before engaging them on the job. Physical fitness of the person to certain critical jobs like working at height or other dangerous locations to be ensured before engaging the person on work.
3. Smoking is strictly prohibited at the workplace.
4. Sub-contractors shall ensure adequate supervision at workplace. They shall ensure that all persons working under them shall not create any hazard to self or to co-workers. Details of Sub-Contractors engaged shall be intimated to the Project Director/Engineer-in-charge in writing.
5. Nobody is allowed to work without wearing safety helmet. Chinstrap of safety helmet shall be always on.
6. No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level.
7. No one is allowed to enter into workplace and work at site without adequate foot protection.
8. Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas-cutting. For other jobs as and when site safety co-coordinator insists eye protection has to be provided.
9. All excavated pits shall be barricaded & barricading to be maintained till the backfilling is done. Safe approach to be ensured into every excavation.
10. Adequate illumination at workplace shall be ensured before starting the job at night.

11. All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.
12. Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.
13. Erection zone and dismantling zone shall be barricaded and nobody will be allowed to stand under suspended loads.
14. Contractor should spray water using Water sprayer periodically in the site to reduce the dust arising due to wind.
15. Horseplay is completely prohibited at workplace. Running at the site is completely prohibited, except in the case of emergency.
16. Material shall not be thrown from the height. The area shall be barricaded if required and one person shall be posted outside the barricading for preventing the tress-passers from entering the area.
17. Other than electricians with red helmet no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
18. All electrical connections shall be made using 3 or 4 core cables, having a earth wire.
19. Proper Earthing pits at site to be constructed. And the sensitivity must be maintained less than 1 ohm.
20. Main panel boards should have MCB's and RCCB / ELCB's (30 mA sensitivity).
21. Inserting of bare wires for tapping the power from electrical sockets is completely prohibited.
22. All major, minor accidents in the premises and to be recorded and reported to the Engineer- in-charge.
23. Scaffoldings used should be of proper construction. No inferior quality Casuarinas pole /bamboo scaffolding is permitted. It should be inspected by competent person(s) before use/concreting.
24. All tools and tackles shall be inspected before use. Defects to be rectified immediately. No lifting tackle to be used unless it is certified by the competent authority.
25. Good housekeeping to be maintained. Passages shall not be blocked with materials. Materials like bricks shall not be stacked to the dangerous height at workplace.

26. Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work every day.
27. Adequate firefighting equipment shall be made available at workplace and persons are to be trained in firefighting techniques with the co-ordination of site safety coordinator.
28. All the unsafe conditions, unsafe acts identified by CONTRACTOR, reported by site supervisors and / or safety personnel to be corrected on priority basis.
29. No children shall be allowed to enter the workplace.
30. All the lifting tools and tackles shall be stored properly when not in use.
31. Clamps shall be used on Return cables to ensure proper earthing for welding works.
32. Return cables shall be used for earthing.
33. All the pressure gauges used in gas cutting apparatus shall be in good working condition.
34. Connectors and hose clamps are used for making welding hose connections.
35. Proper warning boards and caution notices to be displayed at required areas inside the site.
36. All underground cables for supplying construction power shall be routed using conduit pipes.
37. Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.

Workmen's Insurance

Owner shall not be liable for any payment in respect of any damages or compensation payable according to law in respect or in consequence of any accident or injury or loss of life to any workman or other person in the employment of the CONTRACTOR or any sub-contractor. The CONTRACTOR shall insure against such liability with an insurer for sum of the established norms during the entire period till completion of work.

Recovery from the CONTRACTOR

Without prejudice to the other rights of THE OWNER against the CONTRACTOR in respect of such default, HE OWNER shall be entitled to deduct from any sums payable to the CONTRACTOR the amount of any damages, compensation costs, charges and other expenses paid by the Owner and which are payable by the CONTRACTOR under this clause.

Delay, Compensation for Delay and Extension of Time

Time is the essence of this contract and CONTRACTOR shall complete the Work in all respects as per the contract within the date/period of completion specified. Should the CONTRACTOR feel that he will not be able to complete the work in time, he may apply for extension of Time to the Owner along with reasons and justifications there to for delays, if any.

If the contractor fails to execute the work within agreed /extended period as per the specification agreed, THE OWNER will arrange the balance through other agencies at risk and cost of the contractor.

If in the opinion and absolute discretion of THE OWNER. whose decision shall be final, conclusive and binding, the work is delayed on account of valid reasons not within the control of the CONTRACTOR; THE OWNER shall make a fair and reasonable Extension of Time for completion of the Contract subject to agreement condition and supplemental agreement for the same to be executed. The CONTRACTOR shall not make any claim for compensation or damage in relation thereto.

Defect Liability Period

The defect liability period shall be 36 months after the date of issue of virtual completion certificate to the CONTRACTOR.

The CONTRACTOR shall be responsible to make good and remedy at his own expense any defects which may appear within the Defects Liability Period arising in the opinion of THE OWNER who shall be the final authority.

In case of default, THE OWNER may employ and pay other persons to amend and make good such defects and expenses consequent thereon or incidental thereto and shall be made good and borne by the CONTRACTOR and shall be recoverable from him.

Arbitration

No arbitration of any disputes on contracts will be allowed under any circumstances.

Law Governing the Contract

The Indian laws shall govern this contract for the time being in force.

ADDITIONAL CONDITIONS
ADDITIONAL & PARTICULAR SPECIFICATIONS

GENERAL

The quoted rates for various items in the tender shall be inclusive of all the additional conditions and particular specifications and for adherence to all these conditions and specifications, no extra payment shall be made to the contractor. Any infringement and/or breach of these specification and condition(s) etc. shall render the contractor liable to action(s) under various clauses of the contract and such action stipulated in conditions therein.

“A” ADDITIONAL CONDITIONS

1. The Contractor shall maintain safe custody of materials brought to the site. The Contractor shall also employ necessary watch and ward establishment for the work and other purposes as required at his own cost.
2. For Cement and Steel and other materials, as prescribed, the quantities brought at site shall be entered in the respective material accounts at site and shall be treated as issued for maintenance of daily consumption.
3. The procurement of Cement and Reinforcement Steel, and, their issue and consumption shall be governed as per conditions laid down hereunder.
4. The contractor shall engage licensed plumber for sanitary, water supply, drainage work and also get all the materials and system (including the materials supplied if any, by the department) tested by the Municipal Authority, whenever required at his own cost including all testing fees, transport etc. according to Municipal by Laws. The contractor shall produce necessary certificate from the Municipal Authorities after completion of work. Nothing extra will be paid on this account. The Contractor shall execute the guarantee for removal of defects after completion in respect of water supply and sanitary installation.
5. The water supply sanitary installation and drainage work shall be carried out in a manner complying in all respects with the requirement of relevant by laws of the local municipal authority of the place at no extra cost of the department.
6. The rate for every item of work to be done under this contract shall be for all heights, depths, lengths and widths of the structure (except where specially mentioned in the item) and nothing extra will be paid on this account.
7. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards such as day and night boards, speed limit boards and flags, red lights and providing barriers etc. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work. No extra payment shall be paid on this account.

8. The contractor will work in close liaison, during the works, with other contractors of water supply, sanitary, drainage arrangements, electrical installation and any other works and adjust his work plan accordingly.

B. ADDITIONAL SPECIFICATIONS

1. GENERAL

Should there be any difference between the specifications mentioned above and the specifications given in the schedule of quantities, the later shall prevail.

If the specifications for any item are not available in the CPWD Specifications cited above, relevant BIS Specifications should be followed.

In case BIS Specifications are also not available, the decision of Engineer-in-Charge given in writing based on acceptable good engineering practice and local usage shall be final and binding on the contractor.

Articles classified as first quality by the manufacturer shall be used unless otherwise specified.

The work will be carried out in accordance with the architectural drawings and structural drawings to be issued by the Engineer-in-Charge. The structural and architectural drawings shall have to be properly correlated before executing the work.

In case of any difference noticed between Architectural and Structural drawings, the contractor shall obtain final decision in writing of the Engineer-in-Charge.

In case of any discrepancy in the item given in the schedule of quantities appended with the tender and architectural drawings relating to the relevant item, former shall prevail unless otherwise given in writing by the Engineer-in-Charge

For items where so desired, samples shall be prepared before starting the particular items of work for prior approval of the Engineer-in-Charge and no extra payment shall be made on this account.

Materials brought at site of work shall not be used in the work before getting satisfactory Mandatory test results. For details, relevant provisions in CPWD specification shall be referred to.

Wherever it is desired to procure factory-made materials, such factory-made materials shall be procured from reputed and approved manufacturers or through their authorized dealers. The contractor shall obtain the approval from the Engineer-in-Charge of such firms prior to procurement of such factory-made materials. The Engineer-in-charge may, at any

stage, inspect such factories/ manufacturing units. The contractor shall have no claim if the factory-made materials brought to the site are rejected by the Engineer-in-charge in part or in full due to bad workmanship/ quality etc. even after the inspection of the manufacturing units.

The manufactured materials brought at site of work shall, in general, conform to the relevant specifications. The source for supply of the manufactured materials shall be approved by the Engineer-in-charge. The contractor shall have no claim if the manufactured materials brought to the site are rejected by the Engineer-in-charge in part or in full due to bad workmanship/ quality etc.

The preference amongst the various alternative materials available shall be as follows.

1. The materials shall be as per the Brand specified to be used in the work.
2. If the Brand specified material is not available then the material shall be ISI marked.
3. If ISI marked item is not available then it should be from ISO certified Company.
4. If the ISI marked or ISO certified items are not available then the best available items in the market to be procured.

Equivalents for the various materials and the materials of approved make shall be got approved from the Engineer-in-Charge of work in writing before using them on the work.

The contractor shall maintain register for cement, paint and other registers as required by the Engineer-in-charge and those should be signed by the contractor or his authorised agents and the Asst. Engineer in charge of the work.

The following modifications to the above specifications shall, however, apply.

Earth Work

During excavation and trenching work etc., the contractors shall ensure compliance to the guidelines in such matters laid down by the local body / bodies to ensure that there is minimum hazard to the operating personnel and users, minimum inconvenience to the users, minimized damage to the underground plant/services of other utilities in a coordinated way, in the interest of public convenience and overall safety.

Any trenching and digging for laying sewer lines/ water lines/ cables etc. shall be commenced by the contractor only when all men, machinery's and materials have been arranged and closing of the trench(s) thereafter shall be ensured within the least possible time.

Surplus excavated earth which is beyond the requirement of the CAPE shall have to be disposed of by the contractor beyond the municipal limits or at places identified by the

local bodies or as directed by the Engineer-in-Charge after obtaining written permission of the Engineer-in-Charge for such disposal of this surplus excavated earth.

The contractor shall, at his own expense and without extra charges, make provision for all shoring, pumping, dredging or bailing out water, if necessary, irrespective of the source of water. The foundation trenches shall be kept free from water while all the works below Ground Level are in progress.

Reinforced Cement Concrete Work & Plain Cement Concrete- General

Stone Aggregate. Stone aggregate to be used in the work shall be of hard broken stone to be obtained from source approved by Engineer-In-Charge and shall conform to the relevant provisions in the CPWD Specifications.

Fine Sand / Coarse Sand: Fine sand / Coarse sand to be used in the work shall be obtained from sources approved by Engineer-In-Charge and shall conform to the relevant provisions in the CPWD Specifications.

- 1.3.11.1 Where only one variety of sand is available, the sand will be sieved for use in finishing work to achieve the required particle size distribution as per CPWD Specifications in order to obtain smooth surface and nothing extra shall be paid to the contractor on this account.

Water: - It shall conform to requirements laid down in IS: 456-2000

R. C. C. work (Design Mix Concrete) - Wherever the RCC work is specified to be done with Design Mix Concrete, the particular specifications, as applicable, shall apply.

R.C.C. Work (Nominal mix concrete)- Water-Cement Ratio: - For RCC Works, wherever nominal mix of concrete is stipulated in the items for work, for maintaining proper quality and durability requirements of the structure, maximum water-cement ratio shall be restricted to 0.55. If in normal course of work, the required workability is not achieved; suitable plasticizers/ admixtures may be used for improving the workability of concrete with the approval of Engineer-in-Charge for which nothing extra shall be paid.

Centering and Shuttering for R.C.C Work: - The concrete surface shall be free from honey combing, offsets, superfluous mortar, cement slurry and foreign matter. The formwork shall be assembled in such a way as to facilitate removal of their parts in proper sequence without any damage to the exposed cement concrete surfaces and corners etc. The contractor shall keep skilled staff for special care and supervision to check the formwork and concreting so that every member is made true to its size, shape, level and alignment so that it does not result in any deformation, snag, bulges etc. The contractor shall also take suitable precautionary measure to prevent breaking and chipping of corners and edges of completed work until the building is handed over. The size of shuttering plates for slabs shall not be less than 0.6m x 0.9m in general. However, contractor has to provide tape or wooden fillets or rubber gaskets to seal

the joint properly to get smooth surface. Further shuttering shall be of such quality that there are no undulations and surfaces will be fairly even and no extra thick ceiling plaster shall be permitted to make the surface even. Any honey-combed or poorly formed concrete shall be repaired with polymer concrete of any suitable design by the Contractor at his own cost.

BRICK WORK: - Bricks used in the work shall be of class designation specified to be obtained from kilns approved by Engineer-In-Charge. In all other respects they shall conform to the provisions in CPWD specifications.

STONE WORK: Stone used for stone masonry work shall be hard granite/ basalt/ quartz stone/sand stone to be obtained from quarries approved by Engineer-In-Charge and shall conform to the relevant provision in the CPWD specifications.

All above materials like stone aggregates, coarse sand, fine sand, Bricks, Surkhi, Stone etc. conforming to the CPWD specifications to be brought from the sources approved by Engineer-In-Charge. In case, at any stage during execution of work, the material from the approved source being not available or otherwise, and, is required to be arranged from other sources conforming to relevant CPWD specifications and duly approved of Engineer-in-charge, involving extra lead etc. no extra payment made shall be on this account.

WOOD WORK: Timber required for manufacture of chowkhats and shutters for doors, windows, ventilators, and partitions etc. in the work shall be kiln seasoned and preservative treated. The Timber shall be kiln seasoned before applying preservative treatment. The rate quoted for various items shall be inclusive of kiln-seasoning and preservative treatment of wood. The wood used in the work shall conform to the provisions in the CPWD Specifications

STEEL WORK: All steel doors, steel windows, steel ventilators, wire gauge, steel glazing, steel grill shall be according to the Architect's detailed drawings and factory made and obtained from approved suppliers.

In the case of composite steel windows, the rates shall include the cost of coupling mullion and transom etc. Where windows with inside openable shutters are fixed along-with windows with shutters openable outside, such inside openable windows shall be fitted with suitable friction hinges and openable outside with box type hinges, lever handles or otherwise as approved by the Engineer-in-Charge of the work. For such windows, cement concrete blocks of size 15cm x 10cm x 10cm shall be provided.

In the case of steel windows and doors, steel glazing, wire gauge steel ventilators, rolling shutters, grills etc. an approved quality-priming coat of zinc chromate shall be applied over and above shop coat of primer. No extra payment shall be made for providing shop-coat primer.

Pre-cast concrete cobbles for floor: Concrete cobbles to be used in flooring shall be of hard, made out of 1:2:4 mix.

Sanitary and Water supply installations

The contractor shall engage licensed plumber for sanitary, water supply, drainage work and shall be carried out in a manner complying in all respects with the requirement of relevant by rules of the local municipal authority. The Contractor shall give a guarantee to the effect that the work shall remain structurally stable and shall guarantee against faulty workmanship, finishing, manufacturing defects of materials and leakages etc.

Approval of sample work of repetitive/ typical nature prior to general execution of work shall be as enumerated hereafter.

Samples of typical portion of the works of repetitive nature such as typical room, toilet room, or any other work shall be prepared by the contractor under the directions and to the satisfaction of Engineer-in-Charge and got approved from him in writing before the commencement of these items for the entire work.

The work shall be so arranged to be carried out that the requirement for preparation of samples are observed and fulfilled without any detriment to the general progress of work. In other words, this will not be allowed to have any effect on the general progress of work or on any of the terms and conditions of the contract. No claims of any kind whatsoever including the claim of extension of time will be entertained due to the incorporation of this requirement.

Measurement: As per KPWD norms.

Tolerance: As per KPWD norms

Rate: The rate includes the cost of materials and labour involved in all the operations described above including the cost of centering, shuttering curing, placing and fixing in position which are not specially mentioned

Part VI- FORMS and DECLARATIONS

1. PRELIMINARY AGREEMENT FORMAT

PRELIMINARY AGREEMENT

(To be executed on stamp per Rs. 200/-)

Preliminary Agreement entered into on this day of Two thousand and between Co-operative Academy of Professional Education (CAPE) College of Engineering, Muttathata Campus, St. Sebastian Church Road , Thiruvananthapuram – 695 008, Tel No: 0471 2316236 represented by The Director (hereinafter called for the Owner) of the one part and Sri.

..... (here enter full name and address of the Bidder) hereinafter called the Bidder of the other part for the execution of the agreement as well as for the execution of the work

WHEREAS the Government invited tenders for the work of (here enter name of the work) by Notification No Dated in the

I/We undersigned hereby offer to construct the proposed work in strict accordance with the contract/bid document for the consideration to be calculated in terms of the priced schedule of quantities.

I/We undertake to complete the whole of the works as per the attached schedule from the date of issue of intimation by you that our tender has been accepted and upon being permitted to enter site.

I/We further undertake that on failure, subject to the conditions of the contract relating to extension of time, I/We shall pay agreed 'Liquidated Damages' for the period during which the work shall remain incomplete.

I/We hereby deposit with you as Earnest money Rs. /- (Rupees. only)

[carrying no interest] by means of payment in favour of..... and I/We agree that this sum shall be forfeited in the event of the Employer accepting my/our tender and I/We fail to take up the contract when called upon to do so as per clause 3.6.6 and 7 of ITB of the bid document.

I/We further agree for the deduction of 2.5% from the 'Interim Payment/RA Bill' and up to a maximum of 2.5% of the contract value towards the 'Performance Security Deposit', which will be returned as per the relevant clauses in the agreement.

I/We will furnish the Performance Guarantee Bond as per the approved format, if our bid is accepted. Bid Security deposited shall be treated as security for the proper fulfilment of the same and shall execute an agreement for the work in the prescribed form. If I/We fails to do this or maintain a specified rate of progress (as specified in the Milestone details of contract data in the bid document), the performance guarantee(both treasury fixed deposit and irrevocable bank Guarantee) and Performance Security Deposit if any deducted from the RA Bills shall be forfeited to Government 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 Bidder to pay the requisite deposit, sign contract or take possession of the work any loss to Government due to the same will be recovered from me/us as arrears of revenue, but should it be a saving to Government. I/We 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 us on this or any or other subsisting contracts or under the Revenue Recovery act or otherwise the Government may decide.

I/We further agrees that, in the case of becoming the lowest bidder in this tender and in the event of failure on part of me/us to produce any of the original documents, or submit the performance guarantee, or enter into agreement with the first part within the specified time limit, the first part may take appropriate action as provided in the bid document. Recoveries on this or any other account will be made from the sum that may be due to us on this or any or other subsisting contracts or under the Revenue Recovery act or otherwise the Government may decide.

NOW THEREFOR IN THE PRESENCE OF WITNESS it is mutually agreed as follows.

- a. 6.1) The terms and conditions for the said contract having been stipulated in the said tender document and forms to which the I/We have agreed and a copy of which is here to be appended which forms the part of this agreement, it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extent to which they are abrogated or altered by express terms and conditions herein agreed to and in which respect the express provisions herein shall supersede those of said tender form.
- a. 6.2) The I/We hereby agreed and undertake to perform and fulfil all the operations and obligations connected with the execution of the said contract work
..... (hereinafter the name of the work if awarded in favour of the me/us.)
- a. 6.3) If the Bidder does not come forward and to execute the original agreement after the said work is awarded and selection notice issued in his favour or commits breach of any of the conditions of the contract as stipulated in clause of the notice inviting tenders as quoted above, within the period stipulated then the Government may rearrange the

work otherwise or get it done departmentally at the risk and the cost of the Bidder and the loss so sustained by the Government can be realized from the Bidder under the Revenue recovery Act as if arrears of land revenue as assessed quantified and fixed by an adjudicating authority consisting of the Secretary Cooperation, Registrar of Cooperative Societies or any other officer or officers authorized by Government in this behalf, taking into consideration the prevailing P.W.D rates and after giving due notice to the Bidder. The decision taken by such authority officer or officers shall be final and conclusive and shall be binding on the Bidder.

a. 6.4) The Bidder further agrees that any amount found due to the Government under or by virtue of this agreement shall be recoverable from the Bidder from his EMD and his properties movable and immovable as arrears of Land Revenue under the provision of the Revenue Recovery Act for the time being in force or in any other manner as the Government may deem fit in this regard.

a.6.5) The Bidder further assures that it is clearly understood that the settlement of claims either by part bills or by final bills will be made only according to the availability of budget provision and allotment of funds made with the Divisional officer in charge of the work under the respective heads of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claims for interest or for damages whatsoever shall be made for the related settlement of claims of bills.

IN WITNESS THERE OF Sri.
..... (here-enter the name of the officers of the Department) for on behalf
of the Governor of Kerala State and
..... the Bidder have set their hand on the day and year first above written

Signed by (officer / Officers of CAPE)

In the presence of witnesses:

- 1.
- 2.

Signed and delivered by (Bidder) in the presence of

- 1.
- 2.

2. Format for Integrity Pact

(Certificate to be furnished by the bidder with the tender document downloaded from e-GP Website)

CERTIFICATE

I/We
..... undertake that the tender submitted by us is downloaded from Website and is same in content and form (verbatim), and any deviation, if detected, at any stage, would entitle the Employer to reject our bidding/ offer without assigning any reason or recourse to any penal action and would be legally binding on us.

.....
Signature (of tenderer)
Seal

3. Format for Affidavit
Non-Judicial Stamp Paper

AFFIDAVIT

I/We.....,
bidder/Partner/Legal Attorney/Accredited Representative of M/s.
..... solemnly declare that:

1. I/We are submitting Tender for the Work
..... against Tender Notice No Dated
.....
2. None of the Partners of our firm is relative of employee of
..... (Name of the Employer) who is involved with the
arrangement and execution of this work.
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification
information of this Tender is complete, correct and true.
4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
5. I/we undertake to deploy all plant and machinery, tools and tackles, man and materials etc. as
required for execution of the work.
6. I/We hereby declare that I/We have perused in detail and examined closely the Central Public Works
Department Specifications, Revised Kerala PWD Manual-2012, Kerala PWD Quality Manual and
Laboratory Manual, before I/We submit the tender/ bid and I/We agree to be bound by and comply
with all such specifications and requirements.
7. If any information and document submitted is found to be false/incorrect at any time, department
may cancel my/our Tender and action as deemed fit may be taken against us, including termination
of contract, forfeiture of all dues including Earnest Money, revoking of Bank Guarantees and
banning/delisting of our firm and all partners of the firm etc.

Signature of the Tenderer,

Seal of Notary

Dated

4. Form of Performance Guarantee by Bank

- 1) This deed of Guarantee made on the day of
..... (month & year) between Bank of
..... (hereinafter called the
“Bank”) represented by
(name of authorised signatory) of the one part, and the
..... (hereinafter called “the Employer”) represented by
..... (name) of
the other part.
- 2) Whereas Employer has awarded the contract for
..... (Name of work as per Notice Inviting Tender)
(hereinafter called the contract) to
(Name of the Contractor) hereinafter called the “Contractor”.
- 3) AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a
Performance Guarantee for a total amount of
..... (Amount in figures and words).
- 4) Now we the Undersigned
..... (Name of the Bank and Branch) being fully authorized to sign and to
incur obligations for and on behalf of and in the name of
..... (Full name of Bank), hereby declare that the said
Bank will guarantee the Employer the full amount of Rs.
..... (Amount in figures and Words) as stated
above.
- 5) This Guarantee is valid till
..... (valid till 28 (twenty-eight) days from the completion of defects liability
period as per clause of bidding document).
- 6) At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant
a time extension to the Contractor or if the Contractor fails to complete the Works within the
time of completion as stated in the Contract, or fails to discharge himself of the liability or

damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

- 7) The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
- 8) The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
- 9) The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.
- 10) Notwithstanding anything contained herein:
 - a) Our liability under this Bank Guarantee shall not exceed (Rupees.)
 - b) This Bank Guarantee shall be valid up to

IN WITNESS WHEREOF I/We of the bank have signed and sealed this guarantee on the day of (Month & year) being herewith duly authorized.

For and on behalf of the Bank.

Signature of Authorized Bank official

Name:

Designation:

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1.
Signature
Name
Address

Witness 2.
Signature
Name
Address

5. SAMPLE GUARANTEE BOND for termite-proof/water and leak-proof work.

This AGREEMENT made this day of two thousand..... between M/s. (Hereinafter called the Guarantor/Contractor of the one part) and the..... (Employer on behalf of the Hon. Governor of Kerala hereinafter called the Government of the other part).

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

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

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

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

IN WITNESS WHEREOF these presents have been executed by the Obligor and by for and on behalf of the Governor of Kerala on the day, month and year first above written.

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

- 1.
- 2.

Signed for and on behalf of THE GOVERNOR OF KERALA by

.....

in the presence of witnesses

1.

Name of work : Development works of existing playground in campus of College of Engineering Muttathara

QUOTED RATE OF THE CONTRACTOR

I/We agree to undertake to execute the work

- 1. At Estimate rate

- 2. % below estimate Rates

- 3. % above estimate rates

Note: Score out of which is not applicable
The rates may be quoted in words and figures

Date :

Signature of Tenderer

(Name, Title and position)
Address:

Development works of existing playground in campus of College of
Engineering Muttathara

Quotation Schedule

Specification of item	Quantity	Unit	Rate	Amount
Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. Hot finished welded type tubes	1080	kg	168.81	1,82,314.80
Providing and fixing HDPE net (sports net) including all cost of labour charges etc complete as per the direction of Engineer in charge.	602	sqm	139.38	83,906.76
Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared	1849	sqm	14.78	27,328.22
Solid block masonry using pre cast solid blocks (factory made) of size 40x20x20cm or nearest available size confirming to IS 2185 part 1 of 1979 for foundation and plinth with thickness 20 cm and above in: CM 1:6 (1 cement : 6 coarse sand) etc complete	3.481	cum	5,908.32	20,566.86
Filling with contractor own earth (excluding rock) in open areas in layers not exceeding 20 cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5 m as per direction of site Engineer-in-charge.	369.8	cum	295.52	1,09,283.30
			Total	4,23,400
			ADD 18% GST	76,211.99
			Grand Total	4,99,612

