OULGARET MUNICIPALITY
PUDUCHERRY

Name of Work: **Improvements to the road and drainage facilities to the 6th, 7th cross (east) 8th cross and 9th cross (East), Kurinji nagar in Lawspet constituency.**

NOTICE INVITING TENDER

(Through e-tender mode)

FORM – 6

Certified that this NIT contains 17 items serially numbered from 1 to 17 contains 54 pages and approved for an amount of **Rs.19,72,204/- (Inclusive GST) (Rupees Nineteen Lakhs Seventy Two Thousand Two Hundred and Four only)**

NOTICE INVITING TENDER

Tender for the work of	:	**Improvements to the road and drainage facilities to the 6th, 7th cross (east) 8th cross and 9th cross (East), Kurinji nagar in Lawspet constituency.**
Approximate cost put to Tender	:	**Rs.19,72,204 /- (Inclusive of GST)**
Earnest Money Deposit (to be returned after receiving PG)	:	**Rs.39,444/-**
Date and time of Tender opening	:	**25-10-2023 @ 4.00 P.M**
This tender contains	:	54 pages
Time allowed for the work	:	**(4) Four months** including monsoon period

COMMISSIONER
OULGARET MUNICIPALITY
PUDUCHERRY

OULGARET MUNICIPALITY
PUDUCHERRY

NOTICE INVITING TENDER for e-Tendering

1. Pe~~rcentage / I~~tem rate tenders are invited on behalf of the Oulgaret Municipal Council from eligible contractors/ firms for the work of **"Improvements to the road and drainage facilities to the 6th, 7th cross (east) 8th cross and 9th cross (East), Kurinji nagar in Lawspet constituency.**" through e-Tender in online.

1.1 The work is estimated to a cost of **Rs.19,72,204/- (Inclusive of GST)** This estimate, however, is given merely as a rough guide.

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

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

1.2 Tender can be downloaded from e-Tender website www.pudutenders.gov.in by the eligible contractors/firms. Contractors other than those registered in PWD., Puducherry should produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of having satisfactorily completed similar works of magnitude specified below during the last ***7 years*** **ending previous day of last date of submission of tenders**.

For the purpose of this clause "Similar works" means the works of "**Improvements to the road and drainage facilities to the 6th and 7th cross (east) 8th and 9th cross (east), Kurinji nagar in Lawspet constituency, Puducherry."**

1.2.1 Conditions for Non PWD contractors only

Three similar completed works costing not less than 40% of the estimated cost put to tender

(OR)

Two similar completed works costing not less than 60% of the estimated cost put to tender

(OR)

One similar completed work costing not less than 80% of the estimated cost put to tender

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

The Contractors (PWD/Non PWD) who are having **three works or more** on hand at the time of tendering are not eligible to participate in the tender. While tendering, the contractor should upload the declaration duly signed by them stating that, "I am not having three works or more in hand".

The Bidders should provide list of works under Execution or awarded duly signed along with the tender in **"Form D".**

Other than the Puducherry PWD registered contractors shall upload the **"Form C"** that the statement of detail of completed works as per the eligibility criteria specified in the NIT.

1.2.2 To become eligible for issue of tender, the tenderers shall have to furnish an affidavit as under:

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of this Municipality, then I/we shall be debarred for tendering in Oulgaret Municipality in future forever. Also, if such a violation comes to the notice of this Municipality before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. (Scanned copy to be uploaded at the time of submission of tender)

1.2.3 When tenders are invited from non PWD contractors as per provisions of clause 1.2.1 above, it will be mandatory for non PWD contractors to upload the work experience certificate(s) and the affidavit as per the provisions of clauses 1.2.1 & 1.2.2**.**

1.2.4. But for such tenders, registered contractors of PWD in Puducherry are eligible to submit the tenders without submission of work experience certificate and affidavit. Therefore, PWD registered contractors shall upload two separate letters for experience certificate and affidavit that these documents are not required to be submitted by them. Uploading of these two letters is mandatory otherwise system will not clear mandatory fields.

2. Agreement shall be drawn with the successful tenderer on prescribed Form No.6,7/8 which is available with Oulgaret Municipality, Puducherry. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

3. The time allowed for carrying out the work will be **4 (Four)** Months including monsoon period from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

4. (i) The site for the work is available.

OR

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

…….

(ii) The architectural and structural drawing for the work is available

OR

The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of work.

5. Tender, document consisting of plans, specifications, the schedule of quantities of various types of items to the executed and the set of terms and conditions of the contract to be

complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website www.pudutenders.gov.in at free of cost.

6. After submission of the tender the contractor can re-submit revised tender any number of times but before last time and date of submission of tender as notified.

7. While submitting the revised tender, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of tender as notified.

8. When tenders are invited in three stage system and if it is desired to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted then the tender submitted earlier shall become invalid.

9. Tenders shall be accompanied with Earnest money of **₹ 39,444/-** in cash (upto ₹ 10,000/-), through DIRECT DEBIT / NEFT / RTGS mode only through online in favour of the Commissioner, Oulgaret Municipality, which necessary challan will be available in the website.

A part of earnest money is acceptable in the form of bank guarantee also, when the amount of Earnest money is more than ₹ 5.00 Lakhs. In such case, minimum 50% of EMD or ₹ 20.00 Lakhs whichever is less will have to be deposited in shape prescribed above and balance amount of earnest money can be accepted in the form of Bank Guarantee issued by the scheduled bank having validity for 6 months or more from the last date of receipt of tenders which is to be scanned and uploaded by the intending tenderers.

The physical EMD of the scanned copy of EMD uploaded shall be deposited by the lowest tenderer within a week after opening of financial tender failing which the tender shall be rejected and enlistment of the agency shall be withdrawn by the enlisting authority. The agency shall be debarred from tendering in PWD.

The following undertaking in this regard shall also be uploaded by the intending tenderers:-

"The Physical EMD shall be deposited by me/us with the Commissioner calling the tender in case I/we become the lowest tenderer within a week of the opening of financial tender otherwise Oulgaret Municipality may reject the tender and also take action to withdraw my/our enlistment/debar me/us from tendering in Oulgaret Municipality".

Interested contractor who wish to participate in the tender has also to make following payments within the period of tender submission:

e-tender processing fee - **Rs.500/- + GST @ 5% (non refundable)** shall be payable using payment e-gateway of ICICI Bank through internet banking or RTGS/NEFT facility drawn in favour of the Commissioner, Oulgaret Municpality, Puducherry.

Copy of Enlistment Order and certificate of work experience and other documents specified in the press notice including GST Registration Certificate shall be scanned and uploaded in the e-Tendering website within the period of tender submission.

However, certified copy of all the scanned and uploaded documents as specified in Press Notice shall have to be submitted by the lowest tenderer only along with physical EMD within a week physically in the office of tender opening authority.

Online tender documents submitted by intending tenderers shall be opened only of those tenderers, who has deposited e-Tender Processing Fee with ICICI Bank and Earnest Money Deposit and other documents scanned and uploaded are found in order.

The tender submitted shall be opened at 4.00 PM on 25/10/2023.

10. The tender submitted shall become invalid and e-tender processing fee shall not be refunded if:

(i) The tenderer is found ineligible.

(ii) The tenderer does not upload all the documents (including GST registration) as stipulated in ~~the tender document including the undertaking about deposition of physical EMD of the scanned copy of~~ EMD uploaded.

(iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted *physically by the lowest tenderer* in the office of tender opening authority.

(iv) ~~The lowest tenderer does not deposit physical EMD within a week of opening of tender~~.

(v) The tenderer does not upload the declaration duly signed by them stating that, "I am not having in hand more than three works". In "Form D" that the statement of project under execution or awarded duly signed by the bidder should be furnished. (Copy enclosed)

(vi) The tenderer other than the Puducherry PWD registered contractors who does not upload the "Form C" that the statement of detail of completed works as per the eligibility criteria specified in the NIT.

11. The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tender amount within the period specified in Schedule F. This guarantee shall be in the form of Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Term Deposit receipt/ Pay order of any Scheduled Bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. The earnest money deposited alongwith tender shall be returned after receiving the aforesaid performance guarantee.

(a) If the tender amount quoted is below 15.00% and less, then an additional performance guarantee amounting to 50% of the difference between the quoted amount and estimate cost put to tender shall be remitted. Failure to furnish the additional performance guarantee over and above the normal performance guarantee of 5% within the specified period ***as indicated in Schedule "F"***, shall entitle cancellation of award and forfeiture of EMD furnished.

(b) This period can be further extended by the Engineer-in-charge for a maximum period ***as indicated in Schedule "F"*** at the written request of the contractor.

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

12. The description of the work is as follows:

Name of work: **Improvements to the road and drainage facilities to the 6th, 7th cross (east) 8th cross and 9th cross (East), Kurinji nagar in Lawspet constituency.**

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

13. The competent authority on behalf of the Oulgaret Municipal Council does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.

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

15. The competent authority on behalf of the Oulgaret Municipal Council reserves to himself the right of accepting the whole or any part of the tender and the tenderers shall be bound to perform the same at the rate quoted.

16. The contractor shall not be permitted to tender for works in the Oulgaret Municipality, Puducherry (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity, between the grades of Superintending Engineer and Assistant Engineer (both inclusive). He shall, also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Oulgaret Municipality, Puducherry. Any breach of this

condition by the contractor would render him liable to be removed from the approved list of contractors of this Municipality.

17. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in this Municipality is allowed to work as a contractor for a period of one year after his retirement from Municipal/Government service, without the prior permission of the Oulgaret Municipal Council in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Oulgaret Municipal Council as aforesaid before submission of the tender or engagement in the contractor's service.

18. The tender for the works shall remain open for acceptance for a period of ~~thirty/forty five/sixty/~~**ninety** (~~30/45/60/~~**90**) days from the date of opening of financial bid of tenders in case of single envelope system and two env~~elope system / Ninety (90) days from the date of opening of technical bid in case bids are invited on 2 bid/ envelope system/ One hundred twenty (120) days from the date of opening of technical bid incase bids are invited on 3 bid / envelope~~ system for specialized work (strike out as the case may be). If any tenderer withdraws his tender before the said period or issue of letter of acceptance whichever is earlier or make any modifications in the terms and conditions of the tender which are not acceptable to the Oulgaret Municipaity, then the Oulgaret Municipal Council without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

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

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

(b) Standard PWD Form 7/8 or other Standard PWD form as applicable.

Signature of the Commissioner,
Oulgaret Municipality

……
For and on behalf of the Oulgaret Municipal Council

OULGARET MUNICIPAITY

PER~~CENTAGE RATE TENDER / IT~~EM RATE TENDER AND CONTRACT FOR WORKS

(A)Tender for the work of **Improvements to the road and drainage facilities to the 6th, 7th cross (east) 8th cross and 9th cross (East), Kurinji nagar in Lawspet constituency...''**

(i) To be submitted / uploaded by **5.30 P.M** on **18/10/2023 to 25/10/2023** @ **3.30 P.M** / upload at **www.pudutenders.gov.in**

(ii) To be opened in presence of tenderers who may be present at **4.00 P.M** on **25/10/2023** in the office of the Commissioner, Oulgaret Municipality.

TENDER

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

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

We agree to keep the tender open for ~~thirty/forty five/sixty/~~**ninety** (~~30/45/60/~~**90**) **days** from the **date of opening of financial bid** in case of single envelope / two~~ envelope system / Ninety (9~~0) ~~days from the date of opening of technical bid in case tenders are invited on 2 bid envelope system / One hundred twenty (120) days from the date of opening of technical bid incase bids are invited on 3 bid envelope~~ system for specialized work (strike out as the case may be) and not make any modifications in its terms and conditions.

A sum of Rs. **39,444**/- has been deposited as earnest money in cas~~h (upto Rs.10,000/-) throug~~h DIRECT DEBIT / NEFT / RTGS mode through online in favour of the Commissioner,Oulgaret Municipality, Puducherry, for which necessary challen will be available in t~~he website. When the amoun~~t ~~Earnest Money is more than Rs.5.00 lakhs part of Earnest Money is acceptable in the form~~ of bank guarantee also.

A copy of earnest money through <u>DIRECT DEBIT / NEFT / RTGS</u> <u>mode through online</u> /bank guarantee issued by a scheduled bank is scanned and uploaded (strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Commissioner, on behalf of the Oulgaret Municipal Council or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that the Commissioner on behalf of the Oulgaret Municipal Council or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clauses 12.2 and 12.3 of the tender form.

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

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice

of Oulgaret Municipality, then I/We shall be debarred for tendering in Oulgaret Municipality in future forever. Also, if such a violation comes to the notice of Oulgaret Municipality before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee

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

I provide list of works in hand with relevant details in the format along with the tender. I hereby upload the declaration duly signed by me stating that, "I am not having in hand three works or more." In "Form D" that the statement of project under Execution or awarded duly signed by the bidder should be furnished (Copy enclosed). (To be submitted by all contractors)

<u>Other than the Puducherry PWD registered contractors</u>

I hereby upload the "Form C" that the statement of detail of completed works as per the eligibility criteria specified in the NIT

Dated…… Signature of Contractor

Postal address :

Witness :

Address :

Occupation :

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Oulgaret Municipal Council for a sum of **Rs.**..…… (Rupees……

……)

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

(a)

(b)

(c)

For and on behalf of Oulgaret Municipal Council

Signature…….

Dated…… Designation……..

OULGARET MUNICIPAL COUNCIL
OULGARET MUNICIPAITY

GENERAL RULES AND DIRECTIONS

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in newspapers or posted on website as the case may be. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit and Performance Guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specification, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

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

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

APPLICABLE FOR ITEM RATE TENDER ONLY (PWD-8)

4. Any person who submits a tender shall fill up his name in the appropriate field of the BOQ (Bill of Quantity template uploaded), stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one. In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of LAD, EE(s) in-charge, AE(P) of the Municipality and the lowest contractors those who have quoted equal amount of their tenders.

In case all the lowest contractors those who have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.

Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his tender shall not be allowed to participate in the retendering process of the work.

APPLICABLE FOR PERCENTAGE RATE TENDER ONLY (PWD - 7)

4.A. In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if-

1. The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.

2. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.

3. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender.

Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

4B. In case the lowest tendered amount (estimated cost $\pm$ amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal , the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the LAD, EE(s) in-charge AE(P) of the one and the lowest contractors those have quoted equal amount of their tenders. In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor. Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

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

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

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

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

APPLICABLE FOR ITEM RATE TENDER ONLY (PWD - 8)

9. In the case of item rate tenders which are called through e-Tender, only rates quoted shall be considered. Rates quoted by the contractor in item rate tender in figures shall be accurately filled in so that there is no discrepancy in the rates written in figures.

APPLICABLE FOR PERCENTAGE RATE TENDER ONLY (PWD - 7)

10 **.** In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.

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

APPLICABLE FOR ITEM RATE TENDER ONLY (PWD-8)

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

APPLICABLE FOR PERCENTAGE RATE TENDER ONLY (PWD - 7)

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

13.(i) The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tender amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. The earnest money deposited alongwith tender shall be returned after receiving the aforesaid performance guarantee.

(a) If the tender amount quoted is below 15.00% and less, then an additional performance guarantee amounting to 50% of the difference between the quoted amount and estimate cost put to tender shall be remitted. Failure to furnish the additional performance guarantee over and above the normal performance guarantee of 5% within the specified period ***as indicated in Schedule "F"***, shall entitle cancellation of award and forfeiture of EMD furnished.

(b) This period can be further extended by the Engineer-in-charge for a maximum period ***as indicated in Schedule "F"*** at the written request of the contractor.

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

(ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 2.5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

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

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

16. The contractor shall give a list of both Gazetted and Non-Gazetted Oulgaret Municipality employees related to him.

17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who; may and has/have tendered for the same work.

18. Failure to observe this condition specified in para 17 above would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summarily rejection.

19. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer/Executive Engineer may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

20. The issues for which contractors seeking arbitration shall be referred to the Dispute Redressel Committee (DRC) which was constituted vide Circular No: 604/PW/CE/W/EE(P)/AE(P)1/56/2013-14, dt. 16/05/2013 at the first instance and then, the proposal shall be settled to the contractor within the time frame as concluded by the Committee. If aggrieved, the Contractor may seek Arbitration as per the additional Arbitration Clause issued by the Finance Department O.M.No. 726/FD/F3/2022 dt.10.08.2022 are indicated in Schedule'F'. Also the authority to appoint Sole Arbitrator is modified as Secretary (Works) and Secretary (Law) Government of Puducherry in lieu of the Chief Engineer as mentioned in Clause 25 of PWD Form 7/8.

21. The contractor/firm must obtain necessary prior permit from ***Pondicherry Ground Water Authority,*** for the water requirement of the proposed construction/road works which will be meet out either from tube well or transportation through tanker lorries before commencement of the construction work.

22. As per the Central Vigilance commissioner guidelines and GFR rules negotiation with the “L1” tenderer may be conducted at the discretion of the Competent Authority as prescribed in the rule 173 (xiv) of GFR2017. However the tenderes are expected to quote their rates within permissible limit of variation.

23. The contractor must study the plans appended with the tender and quote the rate accordingly.

23 A i) The contractor / contracting firm should have enrolled his /her name / company with the “Employees Provident Fund Organisation” and shall comply with the conditions of relevant EPF Act including, maintaining, producing and submitting various documents when demanded showing details of employees / labour engaged, duration of their engagement, amount of wages paid to such labours / employees for the relevant period, amount of EPF contribution (both emplolyer’s/labour’s contriburtion) for the duration of engagement and proof of payment of the same to concerned EPF authority.

ii) The Contractor/contracting firm should enclose a copy of the certification of registration issued by the “Employees provident provident fund Organization” along with EMD in the technical bid, in the form of scanned copy otherwise no payment will be made to the bill under consideration.

For any clarification the contractors are free to contact the Executive Engineer, Oulgaret Municipality, Puducherry.

SCHEDULES

SCHEDULE 'A'

SCHEDULE OF QUANTITIES

NAME OF WORK : Improvements to the road and drainage facilities to the 6th, 7th cross (east) 8th cross and 9th cross (East), Kurinji nagar in Lawspet constituency.

Item No.	Description of Items	Quantity	Rate in Figures Rs.	Rate in words Rs.	Unit	Amount Rs.
1.	Code No. 2.8.1 Earth work in excavation by mechanical means (Hydraulic excavator)/manual means in foundation trenches or drains (not exceeding 1.5m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms , lift upto 1.5m, including getting out the excavated soil and disposal of surplus excavated soil as directed , within a lead of 50m -All kinds of soil.	7.00 cum			1cum (One cubic Metre)	
2.	Code No.4.1.3 Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering all work upto pliehlevel - 1:2:4 (1 cement: 2 coarse sand 4 graded stone aggregate 20mm nominal size)	6.00 cum			1cum (One cubic Metre)	
3.	Code No.4.1.5 Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering all work upto pliehlevel - 1:3:6 (1 cement: 3 coarse sand 6 graded stone aggregate 20mm nominal size)	49.00 cum			1cum (One cubic Metre)	
4.	Code No. 4.1.10 Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - all work upto plinth level - 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40mm nominal size)	8.00 cum			1cum (One cubic Metre)	

5.	Code No. 4.3.1 Centring and shuttering including strutting, propping etc. and removal of form work for - foundations, footings, bases for columns.	188.00 sqm			1 Sqm (One square Metre)	
6.	Code No. 10.25.1 Steel work welded in built up sections / framed work , including cutting,hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required - in stringers, treads, landings etc. of stair cases, including use of chequered plate wherever required all complete.	1932.00 kg.			1kg. (One Kilogram)	
7.	Code No. 11.3.1 Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement including cement slurry, but excluding the cost of nosing of steps etc. complete. 40mm thick with 20mm nominal size stone aggregate.	8.00 Sqm			1 Sqm (One square Metre)	
8.	Code No. 13.16.1 6mm cement plaster of mix - 1:3 (1cement : 3 fine sand)	466.00 Sqm			1 Sqm (One square Metre)	
9.	Code No.15.2.1 Demolishing cement concrete manually / by mechanical means including disposal of material within 50 metres lead - nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	46.00 Cum			1cum (One cubic Metre)	
10.	Code No.15.3 Demolishing R.C.C work manually / by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead.	9.00 Cum			1cum (One cubic Metre)	

11.	Code No.15.7.4 Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead - in cement mortar.	2.50 Cum			1cum (One cubic Metre)	
12.	Code No. 5.5 Providing, laying and rolling of built-up spray grout layer over prepared base consisting of a two layer composite construction of compacted crushed coarse aggregates using motor grader for aggregates. Key stone chips spreader may be used with application of bituminous binder after each layer and with key aggregates placed on top of the second to serve as a base conforming to the line, grades and cross-section specified ,the compacted layer thickness being 75mm. (As per MoRTH specification, 4th Revision)	2020.00 Sqm			1sqm (One Square Metre)	
13.	Code No. 6.2MO Cleaning of the existing black topped surfaces with brooms, soft brushes and finally dusting with old gunny bags and/or compressed air to receive bituminous treatment. As per clause no 503.3.1 of MOST specification.	4040.00 Sqm			1sqm (One Square Metre)	
14.	Code No. 6.5E.1.MO Providing and applying tackcoat on the prepared surface, heating bitumen in boiler and spraying the bitumen with sprayset fitted on bitumen boiler - on black topped surface bitumen @ 5kg/10sqm.	4040.00 Sqm			1sqm (One Square Metre)	
15.	Code No. 6.11B.MO Providing and laying open graded premix carpet of 20mm thick on prepared surface in a single course as wearing course composed of specified size of stone aggregates premix with a bituminous binder in mini hot mix plant 6-10 tonne laying manually and rolling with power roller 8-10 tonne but excluding cost of primer/tack coat. As per clause no 509 of MOST specification.	2020.00 Sqm			1sqm (One Square Metre)	

16.	Code No. 6.17.MO Providing and applying premixed seal coat type `B' comprising of thin application of fine aggregate premix with bitumen binder in mini hot mix plant, carriage manually of mixed material and laying and rolling with power roller 8 to 10 tonne. As per clause no 513 of MOST specification.	2020.00 Sqm			1sqm (One Square Metre)	
17.	NPSR Fabrication, supply and fixing of village/informatory name board of size 1.06mts x 0.61mts. The width of the board is tapered at 0.80mts upto 1.06mts to give the triangular shape at one end with high intensity reflective sheeting of required color encapsulation on aluminium sheet of not less than 2mm thick suitably supported and framed with 25mmx 25mmx 3mm AISI 316 grade stainless steel angle and the board frame is supported alround with AISI 316 grade stainless steel pipe of 38.10mm dia (outer dia & 2mm wall thickness). The Village names/street names, lettering and symbols will be provided by High Intensity grade white sheeting. The board is supported by Two Nos. of 63.5mm dia post S.S pipes for 2.0mts height with same dia Dummy plate arrangement at the top. The board frame and post pipes are welded by Tig welding with necessary polishing etc, and M.S pipe of 50mm dia for a length of 35cm well be welded at the bottom of the posts and fixed in a ground pit of size 0.45x045x0.55mts with P.C.C 1:2:4. Rate including all the materials, S.S welding, Grinding, Polishing, fabrication charges, conveyance etc expect Earth work and P.C.C charges, complete.	4.00 Nos.			1No. (One Number)	

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

Sl. No.	Description of Item	Quantity	Rates in figures and words at which the materials will be charged to the contractor	Place of issue
(1)	(2)	(3)	(4)	(5)
1	Cement --------	Contractor's own arrangements	----------	

SCHEDULE 'C'

Tools and plants to be hired to the contractor.

Sl. No.	Description	Hire charges per day	Place of Issue
(1)	(2)	(3)	(4)
1	Road roller --------	Contractor's own arrangements	----------

SCHEDULE 'D'

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

SCHEDULE 'E'

Schedule of component of materials, labour, etc. for escalation-----.

SCHEDULE 'F'

Reference to General conditions of contract: General Conditions of Contract for PWD works (2014)

Name of Work	**Improvements to the road and drainage facilities to the 6th, 7th cross (east) and 8th cross and 9th cross (East) Kurunji nagar in Lawspet constituency.**
Estimated cost of work	Rs.19,72,204 /- (Inclusive of GST)
(i) Earnest money	Rs.39,444/- (to be returned after receiving Performance Guarantee)
(ii) (a)Performance Guarantee (b) Additional Performance Guarantee (in case of tender which is below 15.00% and more than 15.00% below)	5% of tendered value. 50% of difference in cost between the quoted amount and estimate cost put to tender
(iii) Security Deposit	2.5% of tendered value ~~(or)~~

	~~2.5% of tendered value plus 50% of PG for contracts involving maintenance of the building, roads, bridges and services/other works after construction of same building, roads, bridges and services /other works.~~

GENERAL RULES & DIRECTIONS

Officer inviting tender	The Commissioner, Oulgaret Municipality, Puducherry.
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3	See below
Definitions:	
2(v) Engineer-in-Charge	Executive Engineer, Oulgaret Municipality, Puducherry.
2(viii) Accepting Authority	The Oulgaret Municipal Council / The Director, LAD.
2(x) Percentage on cost of materials and Labour to cover all overheads and profits.	15%
2(xi) Standard Schedule of Rates	Puducherry Schedule of Rates for the year 2020-21 (excluding GST) and SE approved rate applicable to Puducherry region plus GST @ 18%.
2(xii) Department	Oulgaret Municipality
9(ii) Standard PWD contract Form	GCC 2014 (PWD, Puducherry Form 7/8) as modified & corrected upto date as available.

Clause 1 (i)	Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	15 days
(ii)	Maximum allowable extension beyond the period provided in (i) above in days....	7 days
Clause 2	Authority for fixing compensation under clause 2	The Superintending Engineer, LAD, Puducherry.
Clause 2A	Incentive for early completion of work	Deleted (Incentive not applicable)
Clause 5	Number of days from the date of issue of *letter of commencement* for reckoning date of start	10 days

Mile stone(s) as per table given below: (Strike out which is not applicable)

Sl. No.	**Description of Milestone(Physical)**	**Time allowed in days (from date of start)**	**Amount to be with-held in case of non achievement of milestone**
1.			
2.			
3.			
4.			

Time allowed for execution of work: - 4 (Four) months (including monsoon period)

(or)

Sl. No.	Financial Progress	Time allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
1.	1/8th (of the whole work)	1/4th (of the whole work)	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld automatically for failure of each milestone .without any notice to the contractor.
2.	3/8th (of the whole work)	1/2 (of the whole work)	
3.	3/4th (of the whole work)	3/4th (of the whole work)	
4.	Full	Full	

Authority to decide:

(i) Extension of time : The Commissioner, OM on the advice of the Executive Engineer,OM/Superintending Engineer, LAD, Puducherry.

(ii) Rescheduling of mile stone: Superintending Engineer, LAD, Puducherry

(iii)Shifting of date of start in case of delay in handing over of site : Superintending Engineer, LAD, Puducherry.

Clause 6 (or) 6A	Measurement of work done (or) Computerised Measurement Book	a) Hand recorded M. Books for works upto 15 lakhs (Clause 6) (or) b) Computerised M. Books for works above 15 lakhs lakhs (Clause 6A)
Clause 7	Gross work to be done together with net payment/ adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment	Rs. 4,93,100/-

Clause 10A
List of testing equipment to be provided by the contractor at site lab:

(Applicable for works costing more than Rs. 10 Crores)

The list of testing equipments for all types of Civil works, as per the Annexure-I & II (Page No. 317 & 318) of CPWD Works Manual 2014 may be provided by the Contractor at site lab.

Note: The Engineer-in-charge may further list out the testing equipments if required to be provided by the Contractor at the site lab in addition to the above list.

Clause 10B(ii)	: Mobilisation Advance	~~Applicable~~ / Not Applicable

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

Payment on Account of Increase in Prices / Wages due to Statutory Order(s)	Component of labour expressed as percent of value of work	5 %

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

Sl. No	Materials covered under this clause	Nearest Materials (other than cement*, steel reinforcement bars and bitumen) for which All India Wholesale Price Index to be followed	Base Price of all the materials covered under Clause10 CA** (latest price for 10CA issued by CE, PWD to be entered).	Corresponding base cost index (Cio/Sio/Bio) and its period.(for February 2023)
1.	Cement *	----------	276.04/per bag(50 kg) (excluding GST)	77.94
2.	Steel reinforcement bars	----------	67.07/ kg (excluding GST)	99.14
3.	Bitumen 60/70 (VG-30)	----------	46,468.67/MT (excluding GST)	116.93
4.	Bitumen 80/100 (VG-10)		45,668.67/MT (excluding GST)	117.27
5.				

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

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

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

Clause 10CC Schedule of component of other materials, Labour etc.for price escalation.	Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column	12 months
	Component of civil (except materials covered Under Clause 10 CA) /Electrical construction	Xm…… %
	Component of Labour Expressed as percent of total value of work	Y…… %

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

(b) Where provisions of clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable.

(a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.

Clause 11	Specifications to be followed for execution of work	C.P.W.D. specifications 2009, MOST, MORTH, IRC & CPHEEO specifications and manuals (with correction slips and subsequent publications)
Clause 12	Type of work	**ORIGINAL WORK**

**** To be filled by NIT approving authority* ***<u>either Project and Original work or Maintenance work</u>*** *including works of upgradation, aesthetic, special repair, addition/alteration in buildings.*
The items related to road work like upgradation/improvement of footpath & central verge, improvement of carriage way by patch repair or annual/periodical repairs of road surface and A/R &M/O works pertaining to road shall be treated as maintenance work.
New road construction works and the strengthening of road surface shall be considered as original works.

Clause 12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work	30 %
12.5 (i)	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead in PSR and related items)	50 %
(ii)	Deviation Limit for items mentioned in earth work subhead of PSR and related items	100 %
Clause 16	Competent Authority for deciding reduced rates	The Commissioner, Oulgaret Municipality on the advice of the EE/SE, LAD.
Clause 17 Contractor liable for damages, defects during defect liability period	Enhancement of Maintenance Period	**(12) Months**

Clause 18
Contractor should own the following machineries for the work and should produce original documentary evidence of the ownership.

1. Central Hot Mix Plant of 40 TPH to 60 TPH capacity with compatible electronic control system. – 1 no.
2. Hydrostatic Paver finisher with sensor control – 1 no.
3. Vibratory Roller – 1 no.

List of mandatory Machinery, Tools & Plants to be deployed by the contractor at site:	✓ Tick whichever is required
1. Excavators (various sizes)	
2. Concrete batching plant	
3. Concrete mixer (Diesel)	
4. Concrete mixer (electrical)	
5. Needle vibrator (electrical)	
6. Needle vibrator (Petrol)	
7. Bar cutting machine	
8. Drilling machine	
9. Cube testing machines	
10. M.S. Pipes	
11. Steel shuttering	
12. Steel scaffolding	
13. Grinding / polishing machines	
14. De-watering equipment	
15. Pump (Diesel)	
16. Power equipment	
17. Diesel Generators	
18. *	
19. *	

* Note: In addition to the above, further list of Machinery, Tools & Plants if required may be included by the Engineer-in-Charge.

Clause 25 Settlement of Dispute & Arbitration

(i) In addition to the arbitration clause 25 in standard agreement form 7/8
(ii) the Arbitration agreement incorporated as per Finance Department O.M.No. 726/FD/F3/2022, dt.10.08.2022 also forms a part of this agreement.

(iii) Authority to appoint the Sole Arbitrator:
Secretary to Council (Works) and Law Secretary to the Council, Puducherry.

(iv) All Legal Proceedings arising out of and in connection with this agreement shall be subject to the jurisdiction of the courts of Puducherry and the High Court of Madras, Chennai, irrespective of the place of performance / execution of the agreements.

Clause 36 (i)

Requirement of Technical Representative(s) and Recovery Rate:

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.	Graduate Engineer	Civil	Principal Technical Representative	5	1	₹ 25,000 /- p.m.	Rupees twenty five thousand per month
2	Graduate Engineer (or) Diploma Engineer	Civil	Project Planning / Site / Billing Engineer	2 5	1 1	₹ 15,000 /- p.m.	Rupees fifteen thousand per month

Note: *(i) Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.*
(ii) Diploma holder with minimum 10 year relevant experience with a reputed construction company can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree Engineers.

Clause 37

Levy / Taxes payable by the Contractor

During the course of execution, the contractor is liable to pay all taxes (GST, Income Tax, CESS, Service Tax or any other tax) as per Statutory orders issued by the concerned Departments.

CESS

(i) During the course of contract period, deduction of 'CESS' to provide social security and various welfare benefits through the Puducherry Buildings and Other Construction Workers Welfare Board under Section - 18 of Buildings and Other Construction Workers (RECS) Act, 1996 and as per Section-3 of the Buildings and Other Construction Workers Cess Act, 1996 shall be made at the rate of 1% (One Percent) of the gross amount of each bill or as per the advice of the Government of Puducherry.

(ii) Contractors are liable to register themselves and submit returns to the Registering Officer viz. Labour Office (Enforcement), Puducherry for Puducherry, Mahe & Yanam Regions and Labour Office (Karaikal) in respect of Karaikal Region in compliance to the provisions of Buildings and Other Construction Workers (RECS) and Buildings and Other Construction Workers Cess Act, 1996 and Rules issued by Government of Puducherry from time to time.

GST

As per Circular No.673/FD/F.3/2022-23 dt.24.08.2022 insertion of Clause in the Tender/Bid/RFP Document towards mandatory furnishing of GST Particulars by Contractors/Service Providers.

"The Contractor/Service Provider shall mandatorily furnish the following documents to the Commissioner, Commercial Tax:

i). Copy of the Work Order

ii). HSN[1] Code of Goods and Service Accounts Code of Services which shall be supplied during the execution of the Contract.

iii). GST Rate at which the GST would be paid to the Commercial Tax Department against each of the items in (ii) above.

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

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

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

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

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

CONDITIONS FOR ISSUE OF MATERIALS

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

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

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

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

The cement shall be stacked on proper floors consisting of two layers of dry bricks laid on well-consolidated earth at a level of at least 0.3 meters above ground level. These stocks shall be in row of 2 and 10 high with a minimum of 0.6 meter clear space around. The bags would be placed horizontally continuous in each line as shown in the sketch at page 398 of C.P.W.D. specification 20029

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

MATERIALS OBTAINED FROM DISMANTLEMENT

I. The contractors, in course of their work, should understand that all materials (e.g. stone and the other materials) obtained in the work of dismantling, excavation etc. will be considered Oulgaret Municipality property and issued to the contractor (if they require the same for their own use) at rates approved by Oulgaret Municipal Council. If these materials are not required by them, they will dispose of to the best advantage of Oulgaret Municipal Council.

DELAY IN OBTAINING MATERIALS BY THE OULGARET MUNICIPALITY

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

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

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

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

WATER SUPPLY AND SANITARY WORK

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

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

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

INCONVENIENCE TO PUBLIC

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

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

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

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

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

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

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

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

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

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

Wherever fine sand has been mentioned in the schedule of quantities, it should be conforming to the grading Zone-I or Zone-V as mentioned in the C.P.W.D. specifications.

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

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

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

(b) Measure shall be taken in order to prevent danger arising from application of paint in the form of spray.

(c) Measure shall be taken wherever practicable against danger arising from dust caused by dry rubbing down and scraping.

(d) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

(e) Overalls shall be worn by working painters during whole of the working period.

(f) Suitable arrangements shall be made to prevent clothing put off during working hours being soiled by painting materials.

(g) Cases of lead poisoning and suspected lead poisoning shall be subsequently verified by a medical team appointed by the competent authority.

(h) The Oulgaret Municipality may require when necessary medical examination of workers.

(i) Instructions with regard to the special hygienic precautions to be taken in the painting trade shall be distributed to working painter.

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

Nominal size mm	**Cross sectional area Sq.mm.**	**Mass per metre run Kg.**
(1)	(2)	(3)
6	28.3	0.222
8	50.3	0.395
10	78.6	0.617
12	113.1	0.888
16	201.2	1.58
20	314.3	2.47
25	491.1	3.85
28	615.8	4.83
32	804.6	6.31
36	1018.3	7.99
40	1257.2	9.86

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

Addition to the Arbitration Clause (Agreement)

(As per Finance Department- O.M.No.726/FD/F3/2022, dt.10.08.2022)
The parties agree that any mutual dispute with regards to terms of this contract shall be handled through Arbitration, as per the following terms, between them)

I. THAT, the parties agree that any dispute of difference whatsoever arising between the parties out of/ under or in connection with or relating to the construction, meaning, scope, operation, or effect of the contract or the validity or the breach thereof shall be referred to a Sole Arbitrator as appointed under Clause (IV) herein below, and that the award made in pursuance thereof shall be binding on the parties.

II. AND THAT, the parties agree that in respect of those matters, as are not defined in the terms and conditions of the main contract, or in this Arbitration Agreement, the same shall be decided and settled by the Sole Arbitrator in accordance with the Arbitration and Conciliation Act, 1996 and the amendments thereof as in operation on the date of execution of the contract.

III. AND THAT, the parties agree that the place of Arbitration shall be at Pondicherry in the Union Territory of Puducherry.

IV. AND THAT, whenever the parties decide to resort to Arbitration for dispute resolution, the Secretary to the Government of Puducherry... (Name of concerned Department) and the Law Secretary to the Government of Puducherry shall be the authority to appoint the Sole Arbitrator from amongst a panel of Arbitrators maintained by the Government of Puducherry, and such appointment shall be binding on both the parties:

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

V. AND THAT, all costs relating to the Arbitration proceedings, shall be borne equally by both the parties.

VI. AND THAT, the parties agree that the language for making all submissions and evidence will be presented in ENGLISH during the proceedings.

VII. AND THAT, it is agreed between the parties that they shall extend their fullest support and co-operation to the Sole Arbitrator and not seek adjournment of the Arbitration proceedings, without explaining the reasons therefor, in writing, in advance, for seeking of such adjournment, and further that there shall not be more than two such adjournments granted, even when there exists a valid reason for seeking such adjournment. And it is further agreed that the parties should cooperate in completing the arbitration process and the broader dispute resolution within 6 months or at most with an extension, on mutual consent, of another 6 months;

VIII. AND THAT, it is agreed by the parties hereto that, in so far as there is an arbitral award for payment of money, the Sole Arbitrator may include in the sum for which the award is made, interest at the RBI repo rate, as on the date on which the cause of action arose, plus 2%, on the whole, or any part of the money, for the whole or any part of the period, between the date on which the cause of action arose and the date on which the award is made:

Provided that, on the sum so directed to be paid by an arbitral award, there shall be no interest payable for three months commencing from the date of award, but thereafter, interest shall be payable at RBI repo rate plus 4% for such period of delay, till the date of payment;

IX. The Arbitrator shall record, in writing, the arguments of the two parities on each of the points of dispute and pass a speaking order thereon.

X. The fees payable to the Sole Arbitrator as agreed upon by the Parties to the contract shall be as prescribed in the Annexure appended to this contract, which forms part and parcel of this contract.

Annexure

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

SPECIAL CONDITIONS APPLICABLE FOR ROAD WORKS / BRIDGE WORKS

(1) Construction Equipment:

1.1 The methodology and equipment to be used on the project shall be furnished by the Contractor to the Engineer well in advance of commencement of work and approval of the Engineer obtained prior to its adoption and use.

1.2 The Contractor shall give a tail run of the equipment for establishing its capability to achieve the laid down specification and tolerance to the satisfaction of the Engineer before commencement of work, if so desired by the Engineer.

1.3 All equipment provided shall be proven efficiency and shall be operated and maintained at all times in a manner acceptable to the Engineer.

1.4 No equipment or personnel will be removed from site without permission of the Engineer.

(2) Work Program and Methodology of Construction:

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

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

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

(4) Action in case of Disproportionate Progress:

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

(5) Setting out:

Setting out the work as spelt out in clause 109 of Ministry's Specifications for Road and Bridge Works 4th Revision will be carried out by the Contractor.

(6) Public Utilities:

Action respect of public utilities will be taken by the contractor as envisaged in Clause 110 of Ministry's Specifications for Road and Bridge Works 4th Revision.

(7) Arrangement for traffic during construction :

Action for arrangement for traffic during construction will be taken by the contractor as envisaged in the contract documents and spelt out in clause 112 of Ministry's Specifications for Road and Bridge Works 4th Revision.

(8) Quality Control :

The onus of achieving quality of work will be on the contractor who will take action as stipulated in the Ministry's for Road and Bridge Works 4th Revision.

(9) Ministry's specification for Road and Bridge Works (5th Revision):

Ministry's specification for Road and Bridge Works 4th Revision will form part of the contract documents and the contractor will be legally bound to the various stipulations made therein unless and otherwise specifically relaxed or waived wholly or partly through a special clause in the contract document.

(10) Documentation:

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

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

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

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

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

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

(16) (a) The Defect Liability Period (DLP) for the structural works and structure involved road works of Minor bridge, Major bridge, Culvert, Retaining wall, Drain works and works like Formation / Strengthening / Improvements of road including metalling and black topping, shall be 3 years (Three Years) after the completion of the work.

(b) The Contractor shall be responsible to make good and remedy at his own cost any defect which may develop or may be noticed and intimation of which has been sent to the contractor by a Notice being issued by the Engineer-in-charge during the Defect Liability Period, sent by hand delivery or by registered post or by email, within the time specified in the said notice.

(c) During the Defect Liability Period of 3 years (Three years), the contractor is fully responsible for any loss or expenditure incurred to rectify any defect noticed due to faulty workmanship by the contractor or substandard materials used by the contractor shall be repaired / restored at the cost of the contractor within the time specified in the Notice being issued by the Engineer-in-charge. If the contractor fails to comply with the notice, the Engineer-in-charge reserves the right to carry out the repairs / restoration by employing other agencies and any expenditure incurred to rectify / restore, shall be set off from the deposit and / or any money due to the contractor.

(d) In the event of the contractor failing to rectify the defect or damages within the period specified by the Engineer-in-charge, in his notice aforesaid, the Engineer-in-charge may rectify or remove and re-execute the work and / or remove and replace with other materials or articles complained of, as the case may be, by or other means at the risk and cost of the contractor and the same will be reflected in the performance rating of the contractor.

(e) After completion of main work, necessary certificates shall be issued with necessary photographic evidences for Defect Liability Period as per Annexure-A for every Half year by the Engineer-in-charge, after verification at work site, after obtaining necessary approval of the concerned Superintending Engineer.

(f) After obtaining approval of the concerned Superintending Engineer, the Security Deposit available with the Department may be refunded year wise proportionately at the rate of 30%, 30% and 40% of security Deposit amount respectively during each year (upto 3rd year)

CERTIFICATE

1	1st Half year	Certificate for DLP
2	2nd Half year	Certificate for DLP
3	3rd Half year	Certificate for DLP
4	4th Half year	Certificate for DLP
5	5th Half year	Certificate for DLP
6	6th Half year	Certificate for DLP

NIL DEFECTS CERTIFICATE SHOULD BE FROM THE EXECUTIVE ENGINEER

ANNEXURE – A

CERTIFICATE TO BE FURNISHED DURING THE DEFECT LIABILITY PERIOD

Name of work :

Half Year :

It is certified that NIL defects found in the work in the …….half year as on this day of ……

EXECUTIVE ENGINEER
OULGARET MUNICIPALITY

ADDITIONAL CONDITIONS

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

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

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

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

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

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

6. For works where items of aluminium doors, windows etc., are specified, the grade of anodic coating to be provided in accordance with table I of IS: 1868-1968 together with reference to IS: 5523-1969.

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

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

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

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

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

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

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

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

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

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

15. Rates for all items should be quoted based on the availability of construction materials in accordance to BIS/CPWD specifications.

16. Rates should also be quoted inclusive of testing charges of all construction materials both at laboratory and in the field. No payment will be made for material testing.

17. The contractor should arrange for shifting of construction materials / concrete etc., near to the work site at his own cost. No extra rate shall be considered for shifting of materials etc.

18. For construction of Buildings /drains/canals/channels/bridges and culverts etc., rates should be quoted inclusive of de-watering and pumping out any type of water encountered during execution. No separate claim/ cost (like Extra/Substituted/Deviated items) will be admitted towards the dewatering etc. or any form of claim at any stage during the execution of work. No extra claim will be admitted for working under foul condition encountered during execution.

19. The Contractors themselves have to identify the place of disposal of un-serviceable materials like debris, waste mud, etc arises in the site. No extra lead and lift shall be considered for such disposal.

20. The Contractor must do their own arrangements at their own cost for signage/barricading etc. for the safety of Public during construction in the construction site of building/road/drain/canal/bridge/culverts etc. No separate claim will be admitted in this regard.

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

22. The contractor shall procure 43 grade OPC / PPC cement having ISI mark from reputed firms having annual turn over of not less than one million MT and stores it in the site godown as per the guidelines specified in the CPWD specification 2002 under double lock system. The paid voucher of the cement procured shall be produced to the Engineer-in-Charge. The cement procured shall be got tested before use.

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

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

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

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

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

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

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

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

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

ADDITIONAL CONDITIONS II

ADOPTION OF PSR ABBREVIATED NOMENCLATURE

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

PARTICULAR SPECIFICATIONS

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

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

3. The work shall be executed as per the C.P.W.D. specifications 2002 (with correction slips and subsequent publications). In case of discrepancies between the specifications of a particular item as indicated in the C.P.W.D. specifications mentioned above and as indicated in the nomenclature of the item the latter shall prevail.

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

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

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

7. Bricks shall have crushing strength of class designation.

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

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

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

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

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

Use and testing of all the manufactured materials used in the work shall be regulated as per specifications 2002.

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

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

FACTORY MADE PANELLED SHUTTERS FOR DOORS

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

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

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

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

18. The specification in respect of laying and jointing rigid P.V.C. threaded pipes both internal and external shall be as per para 19.7.1 to 19.7.7 and 19.9.1 to 19.9.2 of C.P.W.D. specifications 1996 & Vol-II and 2002. The rigid P.V.C. threaded pipes shall confirm to relevant ASTM standard and shall be ORIPLAST or equivalent.

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

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

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

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

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

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

Form of Earnest Money Deposit
Bank Guarantee Bond

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

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

SEALED with the Common Seal of the said Bank this ..... day of ..... 20... . THE CONDITIONS of this obligation are:

(1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;

(2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;

OR

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

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

DATE ..... SIGNATURE OF THE BANK

WITNESS ..... SEAL

(SIGNATURE, NAME AND ADDRESS)

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

FORM OF PERFORMANCE SECURITY (Guarantee)

BANK GUARANTEE BOND

In consideration of the Oulgaret Municipal Council (hereinafter called “Council”) having offered to accept under the terms and conditions of the proposed agreement made between the Commissioner, Oulgaret Municipality and …… (hereinafter called “the said contractor”) for the work …… (hereinafter called “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs……(Rupees ……..…….……..Only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We **…….. (hereinafter referred to as “the Bank”) hereby undertake to pay to the Municipality an amount not exceeding Rs. …… (Rupees……only) on demand by the Council.

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

3. We, the said bank further undertake to pay to the Council any money so demanded not with standing any dispute or disputes raised by the contractor(s)in any suit or proceeding pending before any court or Tribunal relating thereto, out liability under this present being absolute and unequivocal.The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

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

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

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

7. We **…… lastly undertake not to revoke this (** Indicate the name of the Bank). guarantee except with the previous consent of the Council in writing.

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

Dated this ……. day of ……for……. ……. (indicate the name of bank).

FORM "C"

DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH OF

Sl. No.	Name of Work / Project and location	Owner or sponsor in Organization	Cost of Work in crores of Rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / arbitration cases pending / in progress with details *	Name & address/ telephone number of officer to whom reference may be made	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

* Indicate gross amount claimed and amount awarded by the Arbitrator.

SIGNATURE OF BIDDER(S)

FORM "D"

PROJECT UNDER EXECUTION (OR) AWARDED

Sl. No.	Name of Work / Project and location	Owner or sponsoring Organization	Cost of Work in crores of Rupees	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow progress if any and reasons thereof	Name & address telephone number of officer to whom reference may be made	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

SIGNATURE OF BIDDER(S)