PUDUCHERRY DISTILLERIES LIMITED
(A Govt. of Puducherry Undertaking)
RS No. 144 & 145, Ariyapalayam, Villianur,
PUDUCHERRY, 605 110.
CIN : U15511PY1971SGC000113 Tel: **0413-2666844 / 0413-2667578**
Fax: **0413-2661556**
Web : https://pdlindia.in **email** : pdl@pdlindia.in

Notice inviting e-tender for the work of "Providing steel Frame work in the First Floor with Ladder arrangements inside the storage shed building in the Puducherry Distilleries Limited Campus Puducherry"

1. "E-Tenders" are invited only from the eligible/ PWD Registered Contractors of **Class IV** and above for the work of**. "Providing steel Frame work in the First Floor with Ladder arrangements inside the storage shed building in the Puducherry Distilleries Limited Campus Puducherry".**
Approximate estimated cost is Rs.11,51,309/-.

2. Tenderers should submit their tender online at the Government website **https://pudutenders.gov.in**. Payment of Tender Fee of Rs.2,500/- and EMD for an amount of Rs. 30,000/- are to be paid through Internet Banking or NEFT/RTGS mode only. The facility for the same is available in the tender portal itself. No other form of remittance shall be accepted.

3. The Tender details, and 'Terms and Conditions' may also be downloaded from the website **www.py.gov.in** and **http://pdlindia.in** for reference only. **Tenders will be processed online only.**

Sl. No.	Subject	Date and time
1	Pre Bid Meeting	19/09/2022 at 3.00 P.M.
2	Bid Submission Start Date	20/09/2022 at 10.00 A.M.
3	Last date of Submission of Tender online	30/09/2022 at 12.00 Noon
4	Date of opening of technical bid online by the Committee	30/09/2022 at 02.00 P.M.

Place & Date: Puducherry. 12-09-2022.

MANAGING DIRECTOR

ABBU: E4/2022

PUDUCHERRY DISTILLERIES LIMITED

(A Govt. of Puducherry Undertaking)
R.S. No. 144 & 145, Ariyapalayam, Villianur,
Puducherry 605 110.

NOTICE INVITING e-TENDER

Certified that:

1. This Notice Inviting for e-Tender Contains 12 (Twelve) items serially numbered from 1 to 12

2. This Notice Inviting for e-Tender Contains 1 to 47 (Forty Seven) Pages and Approved for an Amount of RS. 11,51,309/- (Rupees Eleven Lakh Fifty one Thousand Three hundred and Nine only)

MANAGING DIRECTOR

PUDUCHERRY DISTILLERIES LIMITED

(A Govt. of Puducherry Undertaking)
R.S. No. 144 & 145, Ariyapalayam, Villianur,
Puducherry 605 110.

NOTICE INVITING e-TENDER

Tender for the work of	: **"Providing steel Frame work in the First Floor with Ladder arrangements inside the storage shed building in the Puducherry Distilleries Limited Campus Puducherry."**
Approximate Cost put tender	**: Rs. 11,51,309/-**
Earnest Money Deposit (to be returned after receiving P.G)	**: Rs. 30,000/-**
Date of Tender	**: 30- 09- 2022**
This e-Tender Contains	: **12 (Twelve) items serially numbered from 1 to 12**
Time allowed to complete the work	**: 3 (Three) months** (including monsoon period)

MANAGING DIRECTOR

PUDUCHERRY DISTILLERIES LIMITED

ARRACK BLENDING AND BOTTLING UNIT

(A Government of Puducherry Undertaking)

R.S.No.144 **& 145, Ariyapalayam, Villianur, Puducherry 605 110.**

Phone No: 2667578 & 2666844. Fax: 0413-2667578 & 2661556

e-mail: pdl@pdlindia.in

NOTICE INVITING e-TENDER

1. GENERAL

Item rate tenders are invited from the the eligible/PWD registered contractors of Class IV and above for the work of **"Providing steel Frame work it the First Floor with Ladder arrangements inside the storage shed building in the Puducherry Distilleries Limited Campus Puducherry"**

through e-tender in online.

1.1. The work is estimated to cost of Rs**11,51,309/-** This estimate however, is given merely as a rough guide.

1.2. The Tender can be downloaded from the e-tender website **https://pudutenders.gov.in** and also in government website **www.py.gov.in** and PDL web site **https://pdlindia.in** for reference only.

1.3. In the following clauses of this tender the expression "Company" means Puducherry Distilleries Ltd., "Managing Director" means the Managing Director of Puducherry Distilleries Ltd., "PDL" means Puducherry Distilleries Ltd, "RS" means Rectified Spirit, "SS" means Stainless Steel, "MS" means Mild Steel, "M" means metre/metres, "mm" means Milli Metre, "NB" means nominal bore.

1.4 The Tender is hereby floated without prejudice to the Company's right to participate in the Tenders floated by other State Governments or their Authorities for the work of "Replacing the Existing Damaged and Leaky A.C.Sheet Roof of the Storage Shed Building with Galvalume Sheet in the Puducherry Distilleries Limited Campus, Puducherry".

1.5. The Contractor shall not be permitted to tender for the work in PDL, Puducherry (responsible for award and execution of Contracts) in which his near relative is posted as an officer in any capacity, he shall also intimate the name of persons who are working in PDL in any capacity or are subsequently employed by PDL who are relative to any officer in the PDL. Any breach of this condition by the contractor, the tender will be rejected.

1.6. Agreement shall be drawn with the successful tenderers on prescribed PWD Form No. PWD 7/8. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

1.7. The time allowed for carrying out the work will be 3 (three) 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.

2. SCOPE OF WORK

2.1. The Company proposes to carry out the work of '' Replacing the Existing Damaged and Leaky A.C.Sheet Roof of the Storage Shed Building with Galvalume Sheet in the Puducherry Distilleries Limited Campus, Puducherry".

2.2 Before submitting the tender, the tenderer is advised to visit the existing site, and acquaint himself with availability of space for carrying out the work.

2.3 He shall make a careful study of the existing site including quality, type, character and workmanship of machinery or material and fully acquaint himself with the location.

2.4. Proforma schedules **- Schedule 'A'** – Bill of Quantities is attached

PROFORMA OF SCHEDULES

SCHEDULE – A

""SCHEDULE OF QUANTITIES

NAME OF WORK : **"Providing steel Frame work in the First Floor with Ladder arrangements inside the storage shed building in the Puducherry Distilleries Limited Campus Puducherry"**

Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	7	8	10
1	Reinforced Cement Concrete work In Beams Suspended Floors Roofs having slope upto 15 degree Landings Balconies Shelves Chajjas Lintels Bands Plain Window Sills Stiar scases and Spiral Stair Cases upto floor five levels Excluding the cost of Centering Shuttering Finishing and Reinforcement with 1:2:4 (One Cement Two Sand and Four graded Stone Aggregate 20mm nominal size).	5.3	0.30	cum		**0.00**	INR Zero Only
2	Centering and Shuttering including Strutting Propping and removal of form work for Lintels Beams Plinth beams, Girders Bressuumers and Cantilevers	5.9.5	3.00	sqm		**0.00**	INR Zero Only
3	Centering and Shuttering including strutting propping etc. and removal of form for - Weather Shade, Chajjas, Corbels etc. , including edges	5.9.19	3.00	Sqm.		**0.00**	INR Zero Only

4	Steel Reinforcement for R.C.C work including straighting , Cutting , bending , placing in position and binding all complete upto plinth level – Mild Steel and Medium Tensile Steel Bars	5.22.1	60.00	Kgm.		**0.00**	INR Zero Only
5	Supplying and fixing Rolling shutters of approved make, made of required size M.S laths, interlocked together through their entire length and jointed together at the end by end locks, mounted on specially designed pipe shaft with brackets, side guides and arrangements for inside and outside locking with push and pull operation complete, including the cost of providing and fixing necessary 27.5 cm long wire springs manufactured from high tensile steel wire of adequate strength conforming to ISS: 4454-part 1 and M.S. top cover of required thickness for rolling shutters - 8X 1.25mm M.S laths with 1,25mm thick top cover.	10.6.1	8.00	Sqm.		**0.00**	INR Zero Only
6	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 gratings , frames , guard bar , ladder, railings , brackets , gates and similar works.	10.25.1	8340.00	kgm		**0.00**	INR Zero Only

7	Providing and fixing hand rail of approved size by welding etc. to steel ladder railings, balcony railing, staircase railing and similar works, including applying priming coat of approved Steel primer M.S tube.	10.26.1	6740.00	Kgm.		**0.00**	INR Zero Only
8	Cement Concrete flooring 1:2:4 (One Cement: Two Coarse Sand: Four graded stone aggregate) finished with a floating coat of neat cement, including cement slurry, but excluding the cost of nosing of steps etc. complete – 40 mm thick with 20mm nominal size stone aggregate	11.3.1	155.00	sqm		**0.00**	INR Zero Only
9	Painting steel work with deluxe multi surface paint to give an even shade, two or more coat applied @0.90lit/10sqm. over an under coat of primer applied @ 0.80lit/10sqm.of approved brand and manufacture	13.48.3	235.00	sqm		**0.00**	INR Zero Only
10	Repaires to plaster of thickness 12mm. in patches of area 2.50 Sq.metres and under including cutting the patches in proper shape, raking out joints and preparing and plastering the surface of the walls complete including disposal of rubbish to the dumping ground within 50 meters lead- with cement mortar 1:4 (One cement: Four Fine Sand)	14.1.1	70.00	sqm		**0.00**	INR Zero Only

11	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade one or more coats on old work	14.54.1	240.00	sqm		**0.00**	INR Zero Only
12	Finishing the walls with textured exterior paint of required shade – old work Two or More coats on existing cement paint surface applied at 3.28 Ltr. / 10Sqm.	14.65.1	615.00	Sqm.		**0.00**	INR Zero Only

SCHEDULE "B"

Schedule of materials to be issued to the contractor

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

SCHEDULE "C"

Tools and plants to be hired to the contractor

S.No.	Description of item	Hire charges per day	Place of issue
1	2	3	4
…….. NIL …….			

SCHEDULE "D"

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

SCHEDULE "E"

Reference to General Conditions of contract: General Conditions of Contract

Name of Work	**"Providing steel Frame work it the First Floor with Ladder arrangements inside the storage shed building in the Puducherry Distilleries Limited Campus Puducherry"**
Estimated cost of work	Rs. **11,51,309/-**
(i) Earnest money	**Rs.30,000/-(**To be returned after receiving performance gurantee)
(ii) (a)Performance Guarantee	5% of the value of the contract

(b) Additional Performance Guarantee (in case of tender which is below 15.00% and more than 15.00% below)	50% of difference in cost between the quoted amount and estimate cost put to tender.
(iii) Security Deposit	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.

SCHEDULE "F"
GENERAL RULES & DIRECTIONS

Officer inviting tender	The Managing Director, Puducherry Distilleries Ltd
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) PDL Authority	The Deputy Manager (M)/ Consultant (Civil)
2(viii) Accepting Authority	The Managing Director, Puducherry Distilleries Ltd
2(x) Percentage on cost of materials and Labour to cover all overheads and profits.	As admissible
2(xi) Standard Schedule of Rates	Puducherry Schedule of Rates for the year 2020-21 (excluding GST) applicable to Puducherry region
2(xii) Company	Puducherry Distilleries Ltd, Villianur, Puducherry
9(ii) Standard PWD contract Form	PDL Form as modified and form corrected up to date

Clause 1 (i)	Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	10 days
(ii)	Maximum allowable extension with late fee @ 0.1% per day of performance Guarantee amount beyond the period provided in (i) above	10 days (1 to 15 days to be filled by NIT approving authority)
Clause 2	Authority for fixing compensation under clause 2	The Managing Director, Puducherry Distilleries Ltd
Clause 2A	Incentive for early completion of work	Deleted

Clause 5	Number of days from the date of issue of letter of acceptance for reckoning date of start	10 days

Mile stone(s) as per table given below:

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

Time allowed for execution of work. 3 (Three) months (including monsoon period)

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)	1/2h (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 Managing Director, Puducherry Distilleries Ltd

(ii) Rescheduling of mile stone : The Managing Director, Puducherry Distilleries Ltd

(iii) Shifting of date of start in case of delay in handing over of site : The Managing Director, Puducherry Distilleries Ltd

Clause 6 (or) 6A	Measurement of work done (or) Computerised Measurement Book	6 (or) 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	11.51 Lakhs

Clause 10A

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

---NIL---

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

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

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, reinforcement bars, the structural steel and POL) for which All India Wholesale Price Index to be followed	Base Price and its corresponding period of all the materials covered under Clause10 CA*
1	Cement	……	As per PSR 2020-21 (Excluding GST) applicable to Puducherry region.
2	Steel reinforcement bars	……	
3	Bitumen	……	
4	POL	……	

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

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

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

Clause 11	Specifications to be followed for execution of work	C.P.W.D. specifications 2019, 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 either Project and original work or Maintenance works including works of upgradation, aesthetic, special repair, addition/alteration in buildings.

The items related to road work like upgradation/improvement of footpath & central verge, improvement of carriage way by patch repair or annual/periodical repairs of road surface and A/R &

M/O works pertaining to road shall be treated as maintenance work New road construction works and the strengthening of road surface shall be considered as original works.

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)	100 %
(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 Managing Director, PDL

Clause 18
List of mandatory machinery, tools & plants to be deployed by the contractor at site: Applicable (To be decided by thePDL Authority)

Clause 25 Settlement of Dispute & Arbitration

(i) Addition to the Arbitration Clause is incorporated as per Finance Company

O.M.No.4571/FD/US(FIN)-I/2022,dt.21.04.2022.

(ii) Authority to appoint the Sole Arbitrator: The Secretary to Government

(Ind. & Com.), Puducherry.

(iii) Constitution of Dispute Redressal Committee (DRC)

1. Chairman : The Managing Director, PDL
2. Member : Manager , PDL

Clause42 (i) (a)	Schedule / statement for determining theoretical quantity of cement & bitumen on the basis of Puducherry	Puducherry Schedule of Rates 2020-21, 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	2% plus/minus

	diameter, section and category	
(d)	All other materials	NIL

Clause 47

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

3. GENERAL CONDITIONS

3.1. The work shall in general be carried out in accordance with CPWD specifications for works 2019 with correction slips and issued from time to time. Revised CPWD Specification 2019 for cement mortar, cement concrete & RCC.

3.2. 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.

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

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

3.5. 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.

3.6. 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.

3.7. 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 PDL Authority.

3.8. 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 company on this account.

3.9. 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.

3.10. 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.

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

CONDITIONS FOR ISSUE OF MATERIALS

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

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

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 Company Junior PDL Authority of the work and that of the other lock with authorized agent of the contractor at the site of work so that the cement is removed from the godown accordingly to the daily requirements with the knowledge of both the parties.

The cement shall be stacked on proper floors consisting of two layers of dry bricks laid on well-consolidated earth at a level of at least 0.3 meters above ground level. These stocks shall be in row of 2 and 10 high with a minimum of 0.6 meter clear space around. The bags would be placed horizontally continuous in each line as shown in the sketch of C.P.W.D. specification 2019.

The day today receipts and issue accounts of cement shall be maintained by the PDL Authority 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 PDL property and issued to the contractor (if they require the same for their own use) at rates approved by Government. If these materials are not required by them, they will dispose of to the best advantage of Government.

DELAY IN OBTAINING MATERIALS BY THE COMPANY

II. Owing to difficulty in obtaining certain materials in the open market, the PDL 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 Company and the contractor is, therefore required to keep himself in touch with the day to day position regarding the supply of materials from the PDL Authority 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 Puducherry Distilleries Ltd 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 PDL Authority at his Companyal 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 PDL Authority failing which, PDL Authority 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 PDL Authority authorities whenever required at their own cost. The work shall be carried out according to the PDL. Company Bye-laws and the contractor shall produce necessary certificate from PDL 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 PDL Authority at his Company 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 company.

INCONVENIENCE TO PUBLIC

VII. The contractor shall not deposit materials on any site, which will seriously inconvenience the public. The PDL Authority 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 Company after completion will be made good by the contractor at his own cost.

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

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

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

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

XIII. Where surplus earth of a suitable quality exists at the site of work, the contractor shall be allowed to use same free of cost making mud mortar for masonry and for laying mud terracing over the roof. The PDL Authority 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 PDL 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 PDL works.

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

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

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

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

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

a) White lead sulphate or lead, of products containing these pigments shall not be in painting operation except in the form of paste or of paint ready for use.
b) Measure shall be taken in order to prevent danger arising from application of paint in the form of spray.
c) Measure shall be taken wherever practicable against danger arising from dust caused by dry rubbing down and scraping.
d) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
e) Overalls shall be worn by working painters during whole of the working period.
f) Suitable arrangements shall be made to prevent clothing put off during working hours being soiled by painting materials.
g) Cases of lead poisoning and suspected lead poisoning shall be subsequently verified by a medical team appointed by the competent authority.
h) The company may require when necessary medical examination of workers.
i) Instructions with regard to the special hygienic precautions to be taken in the painting trade shall be distributed to working painter.
j) The standard section weights referred to as standard table of 5.4 in the CPWD specification 2019 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.
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 PDL Authority shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for this purpose.

SPECIAL CONDITIONS APPLICABLE FOR ROAD WORKS/BRIDGE WORKS

(1) Construction Equipment:

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

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

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

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

(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 PDL 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 chedule and obtain the approval of the PDL 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 PDL cannot be made good by the Contractor considering his available resources, the PDL 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 5th 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 5th 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 5th 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 5th Revision.

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

Ministry's specification for Road and Bridge Works 5th 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 PDL 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 PDL 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 drawn incorporating Name of work and Name of the contractor to the PDL. 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-incharge.

(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 PDL 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 PDL. If the contractor fails to comply with the notice, the PDL 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 PDL, in his notice aforesaid, the PDL 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 PDL Authority, after verification at work site, after obtaining necessary approval of the concerned PDL Authority.

(f) After obtaining approval of the concerned PDL Authority, the Security Deposit available with the PDL 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 Managing Director, PDL

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 ……

MANAGING DIRECTOR
PUDUCHERRY DISTILLERIES LIMITED

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 PDL Authority 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

PDL (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 PDL and further shall furnish such other information/document as the PDL Authority 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 PDL Authority 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 by the Company.

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 unserviceable 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 PDL Authority. The materials so procured shall be got tested before use.

22. The contractor shall procure 43 grade OPC cement having ISI mark from reputed firms having annual turn over of not less than one million MT and stores it in the site godown as per the guidelines specified in the CPWD specification 2019 under double lock system. The paid voucher of the cement procured shall be produced to the PDL Authority. 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 PDL Authority. The materials so procured shall be got tested before use.

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

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

26. Original purchase vouchers should be produced at the time of receipt of materials and at the time of verification by the PDL Authority. 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 onducting 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 2019 (with correction slips and subsequent publications). In case of discrepancies between the specifications of a particular item as indicated in the C.P.W.D. specifications mentioned above and as indicated in the nomenclature of the item the latter shall prevail.

4. All stone aggregate, sand etc., shall be obtained only from approved quarries. All the materials shall be got approved by the PDL Authority before they are actually procured and used at site.

5. The grading of sand to be used for mortars and concrete shall be determined at the site of work by the PDL Authority 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 PDL Authority.

7. Bricks shall have crushing strength of class designation.

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

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

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

11. The cost of samples and all other incidental charges such as packing, transportation to the laboratory etc., shall be borne by the contractor.

12. The architectural drawings Nos. based on which the work is to be executed are available with the PDL Authority and can be inspected by the prospective tenderers up to the date of submission of tenders at his office during working hours. Use and testing of all the manufactured materials used in the work shall be regulated as per specifications 2019.

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 PDL Authority shall be retained till the first monsoon is over as security against the contractor's failure to act upon the undertaking. This undertaking and consequent retention of part of the security deposit shall not invalidate the contract. The timber to be used on the work shall be of first class wood of species mentioned in the particular item. The timber shall be kiln seasoned as per B.I.S. 1141 – 1973 and shall be treated with non-leach able type preservative by vacuum pressure method as per B.I.S. 401 – 1982.

FACTORY MADE PANELLED SHUTTERS FOR DOORS

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

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

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

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

17. The specification in respect of laying and jointing rigid P.V.C. threaded pipes both internal and external shall be as per C.P.W.D. specifications. The rigid P.V.C. threaded pipes shall confirm to relevant ASTM standard and shall be ORIPLAST or equivalent.

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

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

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

21. The weight of stays given in C.P.W.D. specifications 2019 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 Performance Security (Guarantee)

Bank Guarantee Bond

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

1. We, ……. (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. …….. (Rupees……. Only) on demand by the Government.

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 Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this

Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs……..(Rupees ……only)

3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

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

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

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

7. We, ……. (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to ……unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. …… (Rupees ……..) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated the ……..day of ……for…….(indicate the name of the Bank) Model I
Supplementary Arbitration Agreement

[As a supplementary agreement annexed to the main contract agreement] This Deed of Agreement made on the .. ... . day of .. .., 2022, BETWEEN the President of India represented by Shri…… (Name) S/O... ... .

... ., the (Designation), ... (Office),……(Place), BEING THE PARTY OF THE FIRST PART: AND M/s……..(Firm name) represented by Shri.....(Name of the Contractor), S/o.....having an office at..... ... ., (Place) BEING THE PARTY OF THE SECOND PART: WHEREAS, the Party of the FIRST PART has agreed with the Party of the SECOND PART to abide by the Terms and Conditions of this ARBITRATION AGREEMENT:
AND NOW, THEREFORE, this INDENTURE WITNESSETH and the parties hereto have agreed as follows:

(I) THAT, the parties hereto have entered into a Contract on……. [Date of signing the main contract] for. .. ..(Name of Project/ work] and are bound by the terms and conditions as stipulated in the said Contract including the 'Clauses of the Contract' as appended to the said contract;

(II) AND THAT, this AGREEMENT shall form part and parcel of the said contract executed on the .. ..day of……, [Month][Year];

(III) AND THAT, the parties agree that any dispute or difference whatsoever arising between the parties out of/ under or in connection with or relating to the construction, meaning, scope, operation, or effect of the contract or the validity or the breach thereof shall be referred to a Sole Arbitrator as appointed under clause

(VI) herein below, and that the award made in pursuance thereof shall be binding on the parties;

(IV) 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;

(V) AND THAT, the parties agree that the place of Arbitration shall be at Pondicherry in the Union Territory of Puducherry;

(VI) AND THAT, whenever the parties decide to resort to Arbitration for dispute resolution, the Secretary to the Government of Puducherry……[Name of concerned Company] 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 requesting the Secretary,……(Name of concerned Company I for appointing an 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 Company];

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

(VIII) AND THAT, the parties agree that the language for making all submissions and evidence will be presented in ENGLISH during the proceedings;

(IX) 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;

(X) 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;

(XI) The Arbitrator shall record, in writing, the arguments of the two parties on each of the points of dispute and pass a speaking order thereon.

(XII) AND THAT, in so far as Arbitration is concerned, the terms and conditions of this supplementary Arbitration Agreement shall prevail over anything to the contrary that may be spelt out in the main contract as referred to in clause (I) above.

IN WITNESS WHEREOF, Shri....., for and on behalf of the President of India being the party of the FIRST PART AND the Contractor, Shri/ Ms..... of M/s…… for and on behalf of the Party of the SECOND PART above named, have set their hands on the date as aforementioned.
(PARTY OF THE FIRST PART)

WITNESSES:

1.

2.
(PARTY OF THE SECOND PART)

WITNESSES:

1.

2

Model II

Addition to the Arbitration Clause

(As per Finance Company O.M.No.4571/FD/US(FIN)-I/2022,d.21.04.2022) 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 or difference whatsoever arising between the parties out of/under or in connection with or relating to the construction, meaning, scope, operation, or effect of the contract or the validity or the breach thereof shall be referred to a Sole Arbitrator as appointed under clause (IV) 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 Company] 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 requesting the Secretary. . ...[Name of concerned Company] for appointing an 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 Company];

(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;

4. OFFER :

4.1 The Tender shall be submitted only if the Tenderer is agreeable to all the terms and conditions of this Tender. Tenders are to be submitted through e-procurement platform at **https://pudutenders.gov.in**, only. Tenders submitted in any other form will not be accepted.

4.2 TENDER FEE and EARNEST MONEY DEPOSIT:

4.2.1 The tenderer shall pay a sum of Rs. **2,500**/- (Rupees two thousand five hundred only) towards Tender Fees and a sum of Rs. **30,000**/- (Rupees Thrirty five thousand only) as Earnest Money Deposit for the work **"Providing steel Frame work in the First Floor with Ladder arrangements inside the storage shed building in the Puducherry Distilleries Limited Campus Puducherry"** through Internet Banking or NEFT/RTGS mode only.

4.2.2 There is no exemption for the payment of Tender Fee and EMD.

4.2.3 The facility for on line payment is available in the tender portal. Payment of E.M.D and Tender fee should be done through Internet Banking or NEFT/RTGS mode. Demand Draft will not be accepted.

4.3. INSTRUCTIONS FOR ONLINE BID SUBMISSION:

4.3.1. The bidders are required to submit soft copies of their bids electronically on the e-Procurement Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-Procurement Portal. More information useful for submitting online bids on the e-Procurement Portal may be obtained at: https://pudutenders.gov.in.

4.3.2. REGISTRATION

i. Bidders are required to enroll on the e-Procurement module of the e-Procurement Portal (URL: https://pudutenders.gov.in) by clicking on the link "Online bidder Enrolment" on the e-Procurement Portal which is free of charge.

ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

iii. Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the e-Procurement Portal.

iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any of the Certifying Authority recognized by CCA India (e.g. nCode, eMudhra etc.), with their profile.

v. Bidder then log-in to the site through the secured log-in by entering their user ID / password and the password of the Digital Signature Certificate.

4.3.3. SEARCHING FOR TENDER DOCUMENTS

i. There are various search options built in the e-Procurement Portal, to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, Organization Name, Location, Date, Value, etc.

ii. Once the bidders selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the e-Procurement Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

4.3.4. PREPARATION OF BIDS

i. Bidder should take into account corrigendum published on the tender document before submitting their bids.

ii. Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the name and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally they can be in PDF format. Bid documents may be scanned with 100 dpi which helps in reducing size of the scanned document. Maximum size of the bid document shall not exceed 35 MB.

4.3.5. SUBMISSION OF BIDS

i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission date/time. Bidder will be responsible for any delay due to other issues.

ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

iii. All the documents being submitted by the bidders will be encrypted using PKI encryption techniques to ensure secrecy of data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Confidentiality of bids is maintained using the Secured Socket Layer(SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using Company's bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

iv. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

v. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission acknowledgement which is downloadable/printable. This acknowledgement may be used as an entry pass for any bid opening meetings.

4.3.6. ONLINE PAYMENT OF EMD & TENDER FEES

I. The bidders have the option to make payment of EMD & Tender fee through the following modes:

1. Internet Banking

2. NEFT/RTGS.

II. In Internet banking, bidders shall make payments using his/her internet Banking enabled account with any of the banks listed in the Annexure-II enclosed. The Payment Gateway will display a list of banks wherein the bidder has to choose his bank. Upon selection, the bidder will be taken to the login page of his/her bank. The bidder has to Login and proceed for paying the Tender fees/EMD. If the transaction is successful, system will be redirected to the e-Tendering portal for submission of bid.

III. To facilitate Bidders who do not have Internet banking facility, payment can be made offline through NEFT/RTGS mode. In this option, the bidder has to take print-out of the NEFT/RTGS payment Challan auto-generated by the system and visit his/her bank to remit the requisite amount. Once payment is received in the pooling account, the bidders will be able to proceed for bid submission by feeding the Unique Transaction Reference(UTR) number in the e-Procurement portal. It is advised that the bidders make payment one day in advance for validation purpose.

IV. Bid submission can be done immediately when EMD/Tender fee is paid through "Internet Banking" mode when compared to NEFT/RTGS mode of payment.

V. During evaluation of tender, EMD of unsuccessful bidders will be automatically refunded to the bidder's account from where they initiated payment.

4.3.7. ASSISTANCE TO BIDDERS

For Training/clarification regarding online bid submission, contact e-Procurement Cell, 3rd Floor, Chief Secretariat, Puducherry. Help-Line: (0413) 2220225

4.4 FILLING OF E-TENDERS:

4.4.1 Tenders should be duly filled in (on the assigned space), duly signed with the digital signature and submitted online. All mandatory fields marked with (*) have to be filled by the tenderers.

4.5. THE TECHNICAL BID SHALL CONTAIN THE DOCUMENTS LISTED HEREUNDER.

The Tenderers are requested to upload the following three documents in Cover details of Cover No. 1 in the e-tender format and the supported file format is *.pdf*

4.5.1 The scanned copy of the duly signed **Tender Schedule Consent Form** agreeing the terms and conditions of the tender conditions **as per Annexure - I.**

4.5.2 The scanned copy of valid **Enlistment of Contractors** issued by the Competent Authority, PWD, Puducherry and should be valid on the last date of submission of tender.

4.5.3 The scanned copy of **Latest Income-Tax clearance** certificate from Income Tax Company.

Note:
4.5.4. The originals of the photo copy of documents wherever placed shall be brought when called for by the committee for verification failing which the tenderer will be treated as non-responsive and the tender is liable for rejection.

4.5.5. In the event of any discrepancy in respect to the rate quoted, the "Company" reserves the right to accept or reject the tender.

4.5.6. It may be noted that, in this technical bid portion, no price / cost / financial bid is to be enclosed / uploaded. If any of these is found in the technical bid, the tender will be rejected summarily.

4.6 THE FINANCIAL BID (BOQ) SHALL CONTAIN THE FOLLOWING:

4.6.1 Tender Offer form (BOQ) - Total rate quoted shall be entered by the tenderer in the prescribed excel sheet.

4.6.2 The Rate should be quoted in rupee and paise only
4.6.3 The rates should be typed in the space provided ONLY in the BOQ format online.

4.6.4 No representation towards upward revision of rate will be allowed. Ex-works rate offered by the contractor are not acceptable and such tenders will be summarily rejected.

5. EARNEST MONEY :

5.1. The tenderer shall pay a sum of Rs. 30,000/- (Rupees Thirty five thousands only) as Earnest Money Deposit for the **"Providing steel Frame work in the First Floor with Ladder arrangements inside the storage shed building in the Puducherry Distilleries Limited Campus Puducherry"** through Internet Banking or NEFT/RTGS mode only. No exemption for the payment of EMD.

5.2 No interest will be allowed in this Deposit. The EMD of unsuccessful bidders will be automatically refunded to the bidder's account from where they initiated payment.

5.3 The Earnest Money deposited by the successful Tenderer will be retained / adjusted towards the Performance Guarantee for the due and faithful fulfillment of the contract, but shall be forfeited, if such Tenderer fails to deposit the requisite Performance Guarantee and execute an Agreement within 10 (ten) days days from the date of receipt of the letter of acceptance of the Tender issued by the Company by email or fax communication. The EMD stands forfeited if the offer is withdrawn by the Tenderer before the expiry of the Tender validity period.

6. PERFORMANCE GURANTEE

The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent), within 10 (ten) days from the date of receipt of the letter of acceptance of tender, The Performance guarantee may also be furnished by means of a Bank Guarantee executed in favour of the Company, from a scheduled bank for a period of **six months** from the date of signing the contract.

7. AGREEMENT

The successful tenderer shall be required to execute an Agreement with the company stipulating all the conditions mentioned herein contemporaneously within **Ten days** from the issue of the Letter of Acceptance. In the event of failure on the part of the successful tenderer to sign the agreement within the above stipulated period, the Earnest Money Deposit will be forfeited and the acceptance of the tender stands canceled. The Contract shall be deemed final only when the Agreement is entered into. Incase the successful tenderer defaults, the contractor shall be liable to compensate the Company, the difference in amount in allotting the contract in favour of any other party for getting the work done.

8. SAFETY CLAUSE

As spirit storage area is nearby, the tenderer should take utmost care while carrying out welding work regarding safety. Necessary pre-cautious steps such as providing of barricade, safety measures are to be provided by the tenderer.

9. LOCATION OF WORK SITE

The worksite is store shed building is located in the Puducherry Distilleries Limited Campus of the Arrack Blending and Bottling unit is at Ariyapalayam village, in Villianur which is situated on the National Highway No.45-A, at a distance of about 12 Kms., from Puducherry. Nearest railway station is Puducherry, which is connected to Villupuram junction by Broad Gauge. Puducherry is also accessible by road from Chennai by the Chennai-Trichy National Highway No.45, (with a turn at Tindivanam), as well as East Coast Highway, and the distance from Chennai by Road is about 160 and 150 Kms respectively.

10. COMMENCEMENT OF WORK

The successful tenderer shall commence the works awarded to him within fifteen days repeat fifteen days without fail from the date of Agreement. The Managing Director has the right to cancel the Contract forthwith with all attendant penalties against the defaulters and award the works to the next eligible tenderer.

11. PERIOD OF COMPLETION

11.1 The works connected with **"Providing steel Frame work in the First Floor with Ladder arrangements inside the storage shed building in the Puducherry Distilleries Limited Campus Puducherry"** and related works are to be completed entirely in all aspects within a period of **3 (Three) Months** from the date of Agreement.

11.2 The tenderer shall bear in mind that time schedule is the essence of this contract and any delay in completing the work will attract " the Penal Clause".

12. EXECUTION OF WORK

12.1 The successful tenderer shall provide all labour, skilled, semi-skilled and unskilled workmen and erection supervisors/engineers along with erection tools and tackles, hoisting equipments, consumable stores, electrodes etc., for the work under the contract. It shall be the responsibility of the tenderer to protect all plant equipments and materials carefully and he shall also be responsible for their existence while they are at the site and before they are finally taken over by the Company.

12.2 During execution of work, the Company through its officials have the right to inspect the performance of work and if at any time any deviations from the agreed terms are noticed and intimated to the contractor then it is his duty to remedy them at his own cost immediately for which, no additional extension of time would be given. The responsibility of the contractor to complete the work on turn-key basis will not in any way be detracted because of the supervision that would be exercised by the officials of the Company.

12.3 The successful tenderer shall take proper care while planning the execution of work so that the normal working of the Plant operation is not disturbed. No tools/equipments tackles and men will be provided by the Company.

12.5 Since the Distillery Campus is an Excise Company Supervised area, the works are to be carried during the normal working hours (ie) 9.00 a.m to 5.00 p.m. inside the campus

13. GUARANTEE

The successful tenderer shall guarantee for the materials used for the fabrication and for the workmanship for period of five years. In case the guarantee is not achieved, the tenderer shall undertake to incorporate all changes to meet the guaranteed performances of the work done at the contractor's cost and the contractor shall also be liable to pay damages to the Company which would be quantified at the discretion of the Company.

14. WARRANTY

The tenderer under this warranty clause shall be liable to remedy/repair/replace all the connected works. If any defect occurs due to poor workmanship, defective materials or faulty design the said remedial measures should take place at the site and the contractor shall replace free of cost any part or parts of the work etc., stated above, if they fail to function under normal working conditions due to the reasons stated above within a period of 12 months counting from the date of completion of work.

15. MODE OF PAYMENT

15.1 No mobilisation advance would be granted by the Company for commencing and carrying out the work.

15.2 Regarding payment, the payment will be made after recording the measurement on completion of each and every item of work. Final payment will be made after completing the work in all respects.

16. CLEARING OF THE SITE

The packing cases and materials used by the successful tenderer for the transport and protection of the plant, equipment and materials supplied/shifted shall remain the property of the Company. The tenderer will not allow waste materials or rubbish caused by his staff or through the installation of the work to accumulate in or about the premises and shall promptly remove the same. After the completion of the work, within a week time the tenderer shall remove all rubbish, tools, scaffolding, surplus materials and temporary sheds and shall leave the plant and the site in thoroughly clean and ready state for use. In case the contractor fails to do so the Company shall remove the rubbish or get cleaning done and charge the expense on this account to the tenderer.

17. INCOME TAX, GST & OTHER TAXES

Income Tax, GST and any other applicable tax or duties etc., either Central or State, on materials and works, in respect of this contract shall be payable by the tenderer. The rate tendered should be inclusive of all taxes mentioned above and the Company will not be responsible for or entertain any claim, whatsoever, in this respect.

18. RIGHT TO ACCEPT OR REJECT TENDER AND TO POSTPONE THE LAST DATE FOR RECEIPT AND/OR OPENING OF TENDER

18.1 The right in respect of acceptance of tender will rest with the Company. The Company, however, does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. The Company, through any of its officials, shall have the right to negotiate with any of the tenderers and arrive at an amount other than the one quoted in the tender.

18.2 The Company shall have the right to postpone the last date for receipt and/or opening of tenders and may do so without assigning any reason whatsoever.

19. VALIDITY PERIOD

Tenders submitted by tenderers shall remain valid for acceptance for a period of 60 (sixty) days from the date of opening of tender.

20. ADDENDA

Addenda to this Detailed Tender Document may be issued prior to the date of opening of the tenders, if found necessary.

21. COLLECTION OF DATA

The tenderer has advised to visit the site, collect full details about work and acquaint himself fully of the conditions of the Storage shed building. No claim whatsoever will be entertained on the plea of ignorance of difficulties latter involved in execution of work or carriage of materials.

22. RIGHT TO TERMINATE CONTRACT

22.1 The Managing Director shall be entitled to terminate this agreement and discharge the contract, without prejudice to other rights and remedies available to the Company, if the contractor becomes insolvent or fails and / or neglects to carry out instructions issued by him or on his behalf or to complete the work or suspends the same or delays the progress thereof without reasonable cause or suffers or allows any execution or attachment levied on the properties at the site or refuses or neglects to make good the defective work, if any, or if, without the written consent of the Managing Director, assigns or sublets his contract.

22.2 In case of termination of this agreement due to the default on the part of the contractor the Managing Director of the Company shall be entitled to appoint a new contractor or contractors to complete the work and the contractor hereunder shall in such a case lose and forfeit all his rights and interest whatsoever on this contract, and the

excess amount that the Company may incur in getting the work completed through some other contractor or contractors shall also be recovered from the contractor hereunder in default.

23. MATERIALS TO BE SUPPLIED BY THE TENDERER

All the materials required for the work shall be procured by the tenderer and the Company will not take any responsibility for the procurement of materials.

24. ACCOMMODATION

No accommodation facility will be provided by the Company and the tenderer has to make his own arrangements for accommodation of his employees / labourers.

25. ALTERATIONS IN SPECIFICATION AND DESIGNS

The Managing Director, Puducherry Distilleries Limited shall have power to make any marginal alteration or modification, deletions, additions or substitutions in the original specification and the tenderer shall be bound to carry out the work in accordance with such instructions.

26. WATER SUPPLY

Contractor will have to make his own arrangement for supply of water to his labour camps but the Company would supply free of cost in respect of the work to be carried out at the site only.

27. POWER SUPPLY

27.1 The Company will arrange to give Electrical power supply. The Contractor will make his own arrangements for temporary connection. The Contractor at his cost will provide suitable electric meters for the purpose of finding electric consumption and the cost of power supply will be recovered from the tenderer at the prevailing Government rate from the amount to be paid by him.

27.2 The Company shall not however, guarantee the supply of electricity and it will not be responsible for any delay caused in the completion of work because of non-supply of electricity.

28. PRICE ESCALATION

No request for price escalation will be entertained under any circumstances and the lumpsum rate quoted in the tender shall be final. The contractor is not entitled for any additional payment over and above the amount specified in the contract on any account and the contractor is not entitled for any additional payment towards escalation in the rates quoted by him, despite escalation, if any, in the cost of materials, equipments, apparatus, etc., to be used to carry out the work. The contractor also is not entitled for any additional amount even if there is any escalation in the wages of the labourers or escalation in cost and charges on any account in carrying out this contract.

29. PENAL CLAUSE

29.1 Time limit for starting and completion of contracted work is essential. In case the work is not started substantially within 15 days of issue of work order, the Security Deposit may be forfeited without prejudice to termination of this contract. In case the entire work is not satisfactorily completed within the stipulated time period the Company shall have the right to recover damages at 2% of the total contracted amount for delay upto 15 days and 5% of the total contracted amount for delay beyond 15 days. However the Company is not bound to extend time for completion of the work.

29.2 If the tenderer fails to fulfill or to comply with all or any of the terms and conditions of the contract, it shall be open for the Managing Director, Puducherry Distilleries Limited or any person authorised by him or on his behalf to carry out the unexecuted work through any tenderer/contractor and to collect from the contractor, the losses sustained on this. In addition to confiscation of the materials, equipments etc., of the contractor, the EMD, Security Deposit and amount payable to him will be forfeited. The decision of the Managing Director, Puducherry Distilleries Limited shall be final and conclusive in this regard be binding upon the contractor thereto and shall not be open to question or disputes upon any ground whatsoever.

30. SETTLEMENT OF DISPUTES

In case of any dispute that may arise out of this tender and contract, the same will be at the jurisdiction of Puducherry only.

31. CONTRACTOR'S LIABILITY FOR DAMAGES CAUSED

The contractor shall be responsible for all injury to persons, animals or things, for all structural, decorative damages to the property which may arise from the operation or neglect of himself or of his employees, whether such injury or damages arise from carelessness, accident or any other cause whatever in any way connected with the carrying out of the contract. This clause shall be held to include, interalia, any damage to the buildings, whether immediately adjacent or otherwise and any damage to roads, streets, factories, bridges or ways as well as all damages caused to the buildings. The contractor shall indemnify the Company and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made and also in respect of any awards/judgments of compensation or damages consequent upon such claim. The contractor should take insurance cover towards workmen compensation, third party insurance risks and fire risks, at their own cost and no extra amount will be payable on this account. The value of insurance cover against each risk and the agency with whom such cover is to be taken shall be got approved by the Managing Director of the Company. If the contractor fails to effect insurance cover the Managing Director reserves the right to take out necessary policies on contractor's behalf and deduct charges from payment to the contractors. Any loss to life, limb or property on account of event of vismajor in the work site during the currency of the contract attracting any statutory or non statutory liability will be that of the contractor only.

32. PAYMENT OF WAGES

32.1 The contractor shall pay to the labour employed by him directly wages not less than fair wages as defined in the CPWD Contractor's Labour Regulations without violating the Minimum wages Act, the Payment of Wages Act and all other enactments governing the welfare of the workmen including the provisions of the Contract Labour (Regulation and Abolition) Act,1970 and the Puducherry contract Labour (Regulation and Abolition), Rules,1976 wherever applicable.

32.2 As per the Employees State Insurance Act, 1948, the Contractor shall deduct ESI contribution for each and every labourer/employee engaged by him; for the work within the Company premises the contractor shall remit such amount to the ESI authorities along with the Employer's share. Whenever there is variation in the rate prescribed as per law, the same shall be adhered to. The details of deductions made and remitted may be intimated to the Managing Director along with wage particulars, failing which the employees' contribution and Employer's contribution will be recovered on the gross value of the bills of the contractor and remitted to ESI authorities by the Managing Director."

32.3 In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for the safety provisions as per CPWD Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make the required arrangements and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.50/- for each default and in addition the Managing Director shall be at liberty to make arrangements and provide facilities as aforesaid and recover the costs incurred in that connection from the contractor.

32.4 The contractor shall submit by the 4th and 19th of every month during the currency of the contract period, to the Managing Director a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively:-

(a) the number and names of labourers employed by him on the work

(b) their working hours.

(c) the wage paid to them and ESI amount deducted.

(d) the accidents if any occurred during the said fortnight specifying the circumstances under which they happened and the extent of damage and injury caused by them. Failing which the Contractor shall be liable to pay to the Managing Director a sum of Rs.50/- for each default or materially incorrect statement. The decision of the Managing Director shall be final in deducting from any bill due to the Contractor the amount levied as fine.

32.5 The contractor is solely liable under the labour laws in executing this contract and he has to provide all facilities as per law and the Management shall not be responsible for payment of wages/salary to the personnel engaged by the Contractor apart from paying to the Contractor the amount as contemplated under this contract. The Company shall not hold any responsibility under the labour laws or any other laws in India in respect of

engaging workmen/employees by the contractor in executing this work. The contractor shall comply with the safety code of Central Public Works Company and National Electricity Code in addition to complying with the model rules for the protection of health and sanitary arrangements prescribed for workers employed by Central Public Works Company or its contractors.

33. OTHER TERMS AND CONDITIONS

33.1 The whole or part of the work shall not be sublet without the previous written consent of the Managing Director of the Company and such a previous permission is required even for allotting the work on piece rate basis to any worker.

33.2 The contractor shall carry out the work in accordance with the drawings and specifications agreed to as per the contract and if any variation, while executing the work, is found necessary by the contractor he shall obtain previous approval of the Managing Director.

33.3 The contractor shall employ his own workmen/supervisory staff, engineers etc., for carrying out the work for which the Company will not pay any money and it will not also hold any responsibility under the Labour laws or any other law in India. As such the contractor shall not have the right to claim any money for the neglect of the contractor or his employees in causing loss or harm to third parties and the Company shall also not be liable for any injury or loss or harm to third parties and the Company shall also not be liable for any injury or loss caused to the employees /workmen engaged by the contractor in carrying out the work and the Company shall also not be liable for the injury or loss caused to him by his workers/employees.

33.4 The contractor shall remain liable to and shall indemnify the Company in respect of all causes of action, claims, damages, compensation or costs, charges and expenses arising out of any accident or injury, sustained by any workman of the Company or other person, whether in the employment of the contractor or not while in or upon the said works or the site of the same arising out of any act, default or negligence, error in judgment on his part or on the part of his servants and agents.

33.5 Apart from the amount payable under this contract for the work, the contractor is not at all entitled for any other amount from the Company.

33.6 Under the Workman Compensation Act the contractor shall be fully responsible to compensate his workmen or his legal heirs and others and the Company shall not be responsible and if for any reason the Company is made to pay any compensation, the contractor shall indemnify the Company apart from the Company having the right to recover the amount from the dues to the contractor.

33.7 The contractor shall take out appropriate license under the Contract Labour (Regulation and Abolition) Act,1970.

34. SUBMISSION OF TENDER :

34.1 The technical tender and other documents will be evaluated as per the time schedule given below:

Sl. No.	Subject	Date and time
1	Pre Bid Meeting	19/09/2022 at 3.00 P.M.
2	Bid Submission Start Date	20/09/2022 at 10.00 A.M.
3	Last date of Submission of Tender online	30/09/2022 at 12.00 Noon
4	Date of opening of technical bid online by the Committee	30/09/2022 at 02.00 P.M.

{If these days happen to be a holiday, the next working day will be the date for these items}

34.2 Tenderers are requested to stick on to the date and time specified strictly. Tenders will be accepted only if submitted in the prescribed manner. Tenderers are requested to read the instructions help for tenderers, information about Digital Signature Certificate, resources required and bidder's manual kit at the home page of the website https://pudutenders.gov.in before submission of tender through online.

35. ACCEPTANCE OF TENDERS :

The Tender shall remain open for acceptance for a period of Sixty days from **30- 09- 2022**. The Company reserves the right to accept or reject any or all the Tenders without assigning any reason and this shall not be a matter of dispute under any circumstances.

Place: Puducherry.

Date: 12 - 09 - 2022. **MANAGING DIRECTOR**

ANNEXURE – I

TENDER SCHEDULE CONSENT FORM

I/We have read and understood the notice inviting tender, and all other contents in the tender document for the tender for **"**Replacing the Existing Damaged and Leaky A.C.Sheet Roof of the Storage Shed Building with Galvalume Sheet in the Puducherry Distilleries Limited Campus, Puducherry.

I/We hereby submit our tender for the **"Providing steel Frame work in the First Floor with Ladder arrangements inside the storage shed building in the Puducherry Distilleries Limited Campus Puducherry"** as per the time specified in Tender Schedule.

I/We agree to keep the validity of the rate quoted in this tender for **Sixty (60) days** from the **date of opening of the tenders** thereof and will not make any modifications in its terms and conditions.

A sum of Rs.30,000**/-** has been paid through online as Earnest money and submitted to your office. If I/We fail to comply with the terms and conditions of the tender, the **Managing Director, Puducherry Distilleries Limited, Puducherry** or his successors in the Company shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute the Agreement referred to in the tender documents upon the terms and conditions of the tender.

I/We agree for the condition that we, if the contractor when approved fails to supply or to comply with all or any of the terms and conditions of the contract it shall be open for the Managing Director, Puducherry Distilleries Limited or any person authorised by him on his behalf to effect the supply through any other supplier/tenderer/contractor and to collect from the defaulting contractor the losses sustained on this contract. In addition to the above, the Security Deposit and amount payable to me/us will be forfeited. The decision of the Managing Director, Puducherry Distilleries Limited shall be final and conclusive in this regard and binding upon the contractor thereto and shall not be open to question or disputes upon any ground whatsoever.

Dated……. Signature of Tenderer with seal

Postal Address :

ANNEXURE – II

List of Banks available at present with the ICICI Bank-Payment Gateway

Sl. No.	PARTICULARS
1	Allahabad Bank
2	Andhra Bank
3	Axis Bank
4	Bank of Bahrain and Kuwait
5	Bank of Baroda
6	Bank of India
7	Bank of Maharashtra
8	Canara Bank
9	Central Bank of India
10	City Union Bank
11	Corporation Bank
12	CSB Bank Ltd
13	DCB BANK Personal
14	Deutsche Bank
15	Dhanlaxmi Bank
16	Federal Bank
17	HDFC Bank Retail
18	ICICI Bank
19	IDFC First Bank
20	Indian Bank
21	Indian Overseas NetBanking
22	Indusind Bank
23	Jammu and Kashmir Bank
24	Karnataka Bank
25	Karur Vysya Bank
26	Kotak Mahindra Bank
27	Lakshmi Vilas
28	Oriental Bank Of Commerce
29	Punjab and Sind Bank
30	Punjab National Bank
31	RBL Bank Limited
32	Shamrao Vithal Co-op. Bank Ltd
33	South Indian Bank
34	Standard Chartered Bank
35	State Bank of India
36	SyndicateBank
37	Tamilnad Mercantile Bank
38	UCO Bank
39	Union Bank of India
40	United Bank of India
41	Vijaya Bank
42	Yes Bank