



UNIVERSITY OF KERALA
Form No. 83

UNIVERSITY OF KERALA
NOTICE INVITING TENDERS FOR WORKS

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

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

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

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

3. Bid should be submitted through the web site www.etenders.kerala.gov.in. A copy of relevant documents there on mentioned in NIT should be delivered at the Office of the Registrar, University of Kerala, Thiruvananthapuram or before the last date noted in the tender notice **by speed post only super scribing the name of work, tender number and last date of submission**. Tenders will be opened at the Office of delivery by online by the Registrar

or such officers as may be authorised in this behalf in the presence of such of those tenders or their authorised agents as may be present.

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

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

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

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

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

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

8. The tenderer shall examine closely the Madras Detailed Standard Specifications, and also the Standard Preliminary Specification contained therein,

and sign the Engineer's Office copy of the Madras Detailed Standard Specification and its addenda volume in token of such study before submitting his tender rate which shall be for finished work in site. He shall also carefully study the drawings and additional specifications and all the documents which form the part of the agreement to be entered into by the accepted tenderer. The Madras Detailed Standard Specifications and other documents connected with the contract such as specifications, plans, descriptive specification sheet regarding materials, etc., can be seen at any time during office hours on office days in the Office of the University Engineer.

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

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

in his tender and state wherefrom he intends to obtain the materials subject to the approval of the University Engineer.

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

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

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

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

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

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

13. Before commencing work or within a week after the date when the acceptance of the tender has been intimated to him, the tenderer shall deposit a sum equal to 5

percent of the probable value of contract for works which is retained till defect liability period and shall execute an agreement for the work in the University Schedule form. If he fails to do this or to maintain a specified rate of progress (to be specified in each case in the tender schedule) the earnest money and security deposit shall be forfeited to University and fresh tenders shall be called for, or the matter otherwise disposed off. If as a result of such measures due to the default of the tenderer to pay the requisite deposit, sign contracts or take possession of the work, any loss to University results, the same will be recovered from him as arrears of Revenue, but should it be a saving to University the original contractor shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to the contractor on this or any other subsisting contracts or under the Revenue Recovery Act or otherwise the University may decide.

Note: At least 50% of the security deposit shall be collected in the form of treasury fixed deposit and the rest as per revised PWD manual. In addition to the Security Deposit, retention for a work shall be collected by deduction from the running/final bill of the contractors @2.5% of the gross amount of each running and/ or final claims and retained till expiry of defect liability period'.

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

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

16. Drawings, Schedule of quantities, specifications of work to be done and

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

17. Bidders shall remit the tender document fees and

using the online payment options of e-procurement system only. Bidders are advised to visit the "Downloads" section of eprocurement website (www.etenders.kerala.gov.in) for detailed instructions on making online payment using Internet Banking facility of SBT or by using NEFT facility. Bidders opting for NEFT facility of online payment are advised to exercise this option at least 48 hours before the closing of the bid to ensure that payment towards tender documents fees and EMD are credited and a confirmation is reflected in the e-procurement system. The online NEFT remittance form provided by e-procurement system for making a NEFT transaction is not a payment confirmation. University of Kerala shall not be responsible for any kind of delay in payment status confirmation.

Bidders, who have secured exemption from individual EMD payments, need not do this except when special Earnest money is asked to be deposited. Such EMD exemption certificate/ document needs to be scanned and submitted online along with the bid, failing which, the bid shall be rejected summarily. The original EMD exemption document may have to be produced, if required, failing which, the bid shall be rejected summarily.

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

The earnest money deposit of the remaining unsuccessful tenders will also be

refunded within a week from the date of acceptance of the tender.

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

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

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

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

22. Tender forms and tender schedule can be downloaded from the e-GP website, www.etenders.kerala.gov.in.

23. The Contractor shall not without the previous sanction in writing of the authority accepting the tender, execute any power of attorney in respect of any matter, touching this contract, and any such power of attorney executed without such sanction shall not be recognised by or to be binding upon University or their Officers. It shall be entirely within the discretion of the authority accepting the tender either to grant such sanction or to refuse it or to revoke a sanction once given.

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

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

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

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

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

29. Tenderers should declare that they are not related to any University servant, who is in charge of or having control of the work. Relationship in this will be restricted to father, mother, son, daughter, brother, sister, direct uncle, nephew, father-in-law, brother-in-law, mother-in-law, sister-in-law and first cousin of the officer concerned. If the above condition is found to have been contravened, when they tender the earnest money / security deposit of the tenderer / tender will be forfeited and the contract entered into will stand cancelled.

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

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

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

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

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

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

35. In the case of construction of steining to wells, excessive tilts if any occurring to the extents which is more than the percentage allowed as per rules will

have to be rectified by the contractor at his own cost and if the contractor fails to attend to the same it will be got attended to by other agency and the cost thereof recovered from the original contractor.

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

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

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

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

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

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

Sd/-

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

CONDITIONS

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

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

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

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

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

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

7. The work should be done in conformity with the specifications and

conditions of contract in force in the Department.

8. The payments items involving earth work levelling site will be made based on levels taken approved and checked before and after execution of work.

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

10. Extra items

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

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

its completion, were not provided for in the original contract.

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

(i) There shall be an order in writing to execute the extra item of work duly signed by an Engineer not below the rank of an Assistant Engineer, before its commencement.

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

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

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

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

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

(iii) In the case of extra items, whether altered or substituted and for which similar items do not exist in the contract and rates exist in the schedule of rates, the rate shall be arrived at on the basis of the departmental data rate current

at the time or ordering the extra item, after applying the tender deduction except on cost of departmental material. Tender excess, if any, will not be applied.

(iv) In the case of additional items, the rates shall be arrived at on the basis of the departmental data rates current at the time of ordering the extra item or the date of commencement of the extra item, whichever is earlier, after applying the tender deduction except the cost of departmental material. Tender excess, if any, will not be applied.

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

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

(vii) In the case of percentage rate contract, the rate for extra item shall be arrived at by applying the percentage

excess or deduction to the departmental data rate as per the original schedule on which the tenders were invited.

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

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

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

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

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

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

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

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

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

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

20. Only approved colour and brand paints will be allowed for all works. The contractor before commencing the work should get approved the colour and brand of paints by University Engineer.

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

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

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

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

25. a) Fine for Extension of time - First extension - 1% of the PAC subject to a minimum of Rs. 1000/- and maximum of Rs. 50000/-.

Beyond first extension - 2% of the PAC subject to a minimum of Rs. 2000 and maximum of Rs. 100000/-.

(Applicable as per revised PWD manual)

b) For feature for overtime - Liquidated damage. It is expressly agreed that time is of the essence of this contract and the contractor agrees that the University is authorised to deduct and retain permanently out of the moneys which may be due to the said contractor under this contract, the sum of Rs. 1000/- (one thousand only) per day as liquidated damages and not as a penalty for each and every day that the work herein described remains in completed beyond the time stipulated.

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

27. The bill above alluded to shall be submitted in exact accordance with the form supplied by the University Engineer and the rates at which the value of the work is calculated shall be those entered in the attached in schedule or rates. To allow

of a guarantee fund being formed on the part of the University, a deduction from all payments to the contractor is to be made by the University Engineer at the time of payment. But the amount so held as a retention plus the security deposit of 5 per cent, as per clause (1) shall not at any time exceed 10 per cent of the contract amount.

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

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

FAIR WAGE CLAUSE

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

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

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

(d) The University Engineer or Assistant Executive Engineer concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers non-payment of wages or deductions made from him or their wages which are not justified by their terms of the contract or non-observance of the regulations.

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

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

Contractor	University Engineer
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ADDITIONAL SPECIAL CONDITIONS

A. Purchase Tax : Purchase tax at prevailing rate will be deducted towards purchase tax from every payment.

B. Guarantee period of works (G.O. (M.S.) 73/2013PWD Dtd. 31-08-2013

The guarantee periods of various works are as follows:

1. Bridge works – 36 months from the date of completion.
2. Building works (Civil and Electrical works) – 36 months from the date of completion.
3. (a) New Roads including sub base and base and BM and BC surfacing : 36 months from the date of completion.
4. (b) New Roads including sub base and base and surfacing with specifications other than BM and BC : 24 months from the date of completion.
- (c) Surface renewal with BM&BC: 24 months
- (d) Ordinary repairs of building: 6 months
- (e) Special repairs of building: 18 months

Note:

1. The security deposit of works having guarantee periods of six months and one year will be released after the expiry of the respective guarantee periods.
2. For works having guarantee period of more than one year the security deposit will be released after one year but after execution of an indemnity bond in the specified form for an equal amount for the remaining guarantee period.
3. 1% of the bill amount will be deducted towards the Employer's contribution to the Kerala Construction Workers' Welfare Fund
4. All quality tests as per the revised PWD manual/norms have to be conducted by the contractor at his own cost and submit the report to the University.
5. If there is exemption for the security deposit an amount equivalent to 5% of executed amount will be retained as retention money which will be released after the DLP.

CONTRACTOR

UNIVERSITY ENGINEER

