



COLLEGE OF ENGINEERING PATHANAPURAM

(Under CAPE, Govt. of Kerala)

Elikkattoor P.O., Kollam, Kerala, PIN 689696

Ph 0475 2022810, Fax 2225959,

e-mail: principal.pathanapuram@gmail.com

TENDER DOCUMENT

Contractor

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28/11/2012

Principal

FORM OF TENDER

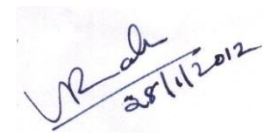
Name of work : Construction of pond and pump house
College of Engineering Pathanapuram

Date of Issue : _____

Name of Tenderer : _____

Address : _____

Contractor


Principal

Issued to Sri. _____

SI. No.

Issued on _____

NOTICE INVITING TENDERS

Name of work : Construction of pond and pump house at
College of Engineering Pathanapuram

Issue of Tender Documents : upto 22.02.2012, 4.00 p.m.

Cost of tender documents : Rs. 2531/-

E.M.D. : Rs. 37,500/-

Last date & time of Submission of tender : 23rd February 2012, 2.30 p.m.

Date and time of opening of tender : 23rd February 2012, 3.00 p.m

Firm Period of tender : 1 month

Period of completion of work : 3 months

- Note: 1. Detailed notice inviting tender deemed as part of Contract and agreement.
2. Defects if any noticed within the guarantee period from the date of completion will be got rectified by the Contractor at his own risk and cost.

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APPENDIX

NOTICE INVITING TENDERS FOR THE CONSTRUCTION OF POND AND PUMP
HOUSE AT COLLEGE OF ENGINEERING PATHANAPURAM

1. Sealed tenders are invited for and on the behalf of Principal, College of Engineering Pathanapuram, from registered contractors of PWD, CPWD or reputed contracting firms, for the work of **College of Engineering Pathanapuram**.
2. The items and subheads of works to be done are enumerated in the adjoined schedule. Unless otherwise specified the tender must be for the whole work. Any individual works as part of tenders are liable to be rejected.
3. All works shall be done in conformity, with the specifications and condition of contracts in force in the Public Works Department of Kerala Government. The rates quoted shall be inclusive of covering all the operations contemplated in the specifications of the tender schedules and all incidental works necessary for such operations such as shoring, shuttering, balling out water, form works, scaffolding etc. The rates quoted shall be inclusive of sales tax.
4. Tender sealed and endorsed as such with the name of the work clearly written on the top of the cover thereon, should be delivered at College of Engineering, Pathanapuram before 2.30 p.m. on 23rd February 2012. They will be opened at the office of the delivery by the Principal, College of Engineering Pathanapuram or such officer as may be present. The total amount of each tender will be read out. The tender and all corrections in the tender will be attested by the officer opening the tender with dates, and initials and by the tenderer; if present. A list of corrections which remain unattested by the tenderer will be made out and pasted to each tender. Details of individual rates will be treated as confidential and will not be read out. Each tender should be accompanied by a deposit for the earnest money deposit of Rs. 37,500/-. The earnest money deposits should be produced in the following form.

Draft from scheduled bank drawn in favour of the Principal, College of Engineering Pathanapuram, payable at Pathanapuram. Tenders not accompanied such deposit receipt will not be considered.

5. Selected contractor will be required to produce income tax and sales tax clearance certificates before final payment is made for the work and before the security deposit released.
6. The contractor submitting tender should produce along with their tender's copies of solvency certificate clearly indicating to what extent they are solvent from the Tahsildar of the Taluk where they reside.
7. The tenderers attention is directed to the requirements for materials under the clause "materials and workmanship" in the "preliminary specifications". Materials conforming to the Indian standards specifications shall be used on the work and the tenderer shall quote his rates accordingly.
8. 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 names of quarries kilns etc. where from 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

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sources. In every case the material must comply with relevant standard specifications. Samples of materials as called for in the standard specification or in the tender notice, or as required by the engineer in any case shall be submitted for the engineer's approval before the supply to site of work, is begun. After examination of the source of materials if the contractor is of the opinion that materials complying with the standard specification of the contractor cannot be obtained in sufficient quality and quantity from the source defined in the descriptive sheet. He shall so state clearly in his tender and state where from he intends to obtain materials, subject to approval of the engineer. The principal will not, however, after acceptance of a contract rate pay any extra charges for lead, lift or 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 seignorage, tolls etc.

9. The tenderers particular attention is drawn to the sections and clauses in the standard "preliminary specifications" dealing with
 - a. Test inspection and rejection of defective materials and work.
 - b. Carriage
 - c. Construction Plant
 - d. Water and lighting
 - e. Clearing up during progress and for delivery
 - f. Accidents
 - g. Delays
 - h. Particulars of payment

The contractor should closely pursue all the specifications clauses, which govern the rates, which he is tendering.

10. In consideration of the tenderer being allowed to quote for the work, he should keep the tender form for a period of one month 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. If due to administrative reasons if 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.
11. Before commencing work or within a week after the date when the acceptance of his tender has been intimated to him, the tenderer shall deposit a sum equal to E.M.D sufficient to make up the balance of the security deposit of the probable value of the contract which together with the amount of earnest money deposit shall be treated as security for the proper fulfillment of the same and shall execute an agreement for the work in the prescribed form. If he fails to do this or to start work immediately after signing the agreement or maintain a minimum specified rate of progress (to be specified in each case in the tender schedule) the earnest money and security deposit shall be forfeited and fresh tender shall be called for, or the matter otherwise disposed off. If as a result of such measures due to the default of tenderer to pay the requisite deposit, sign contracts or take possession of the work, any loss to College of Engineering Pathanapuram, results, the same will be recovered from him. Recoveries on this or any other account will be made from the sum that may be due to the contractor on his or any other subsisting contracts or in any other manner as the Principal, College of Engineering, Pathanapuram may decide.

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12. The acceptance of tender rest with the Principal, College of Engineering Pathanapuram, and do not undertake to accept the lowest or any particular tender.
13. The rates to carry out the work either 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 College of Engineering Pathanapuram.
14. Schedule of quantities, specifications of work to be done and conditions of contract to be entered into can be purchased from the office on payment of a cost of Rs. 2250/- + VAT (12.5%) per set. It shall be definitely understood that the Principal, College of Engineering Pathanapuram does not accept any responsibility for correctness or completeness of the schedule, that the schedule is liable to alteration by omissions, deductions, or of the additions at the discretion of the principal or as set forth in the conditions of the contract. The tenderer will however base this tender amount in the case of lump sump tender, on the basis of those quantities etc.
15. Tenders not submitted in such printed forms, or submitted incomplete in any respects whatever, such as unattested errors and corrections in rates, quantities, units or amounts (figures not expressed in words) totals of contracts not entered etc. shall be liable to summary rejection.
16. The earnest money deposit of the unsuccessful tenderers will be refunded within a week from the date of acceptance of the tender.
17. Any further information necessary can be obtained from the office of the Principal, College of Engineering Pathanapuram all working days during office hours.
18. The work should be completed in all respects within 3 months from the date of order to start work.
19. (a) It shall be accepted as a condition of the contract that the payment of the final bill to the contractor less withheld amounts and his acceptance there of shall constitute a full and absolute release of all further claims by the Contractor under this contract.

(b) No payment for extras not sanctioned

It shall be definitely understood that no payment whatever will be made to the contractor for variations by way of extras, in case, where such variations, have been made without the written sanction of the Engineer.
20. The contractor shall not without the prior sanction in writing of the authority accepting the tender, execute any power of attorney in respect of any matter attaching this contract and any such power of attorney executed without such sanction shall not be recognized by or be binding upon the Principal, College of Engineering Pathanapuram 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.
21. No part of the contract shall be subject without written permission of the Engineer nor shall transfer be made by Power of Attorney authorizing other to receive payment on the contractor's behalf.

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22. Principal, College of Engineering Pathanapuram or other sanctioning authority reserves the right to reject any tender or all the tenders without assigning of any reason thereof.
23. If any materials such as cement and steel or any other materials are issued to the contractor, the cost of the same will be realized at book value or issue rate plus 20% supervision charges or market value or data rate whichever is higher.
24. Contractor's quoted rates shall be inclusive of seignorage, ground rent etc. and that may be payable to private quarries.
25. In making payment total amount of bill will be rounded off to correct the nearest Ruppee if the amount is above Rs. 25/- and to the nearest paise if the amount is below Rs. 25/-.
25. Value of quantities of departmental materials issued for the work either allowed to deteriorate or unaccounted for amounting as it does to an excess supply over the sanctioned requirements, shall be recovered at the book value or issue rate plus.
- 20% supervision charges or market rate whichever is higher, with sale tax and in addition, specific penalties 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 which is more. The Engineer shall obtain this information and record within 7 days of such issue, sending a copy to the contractor. The decision of the Principal regarding the current market rates shall be final and binding on the contractor.
27. Tenderers should declare that they are not related to any Engineer or Officer in-charge of or having control of the work. Relationship for this purpose will be restricted to father, mother, son, daughter, brother, sister, direct uncle, nephew, father-in-law, sister-in-law and first cousin of the officer concerned.. If the above condition is bound to have been contravened, when they tender, the earnest money/ security deposit of the tenderer / tender will be forfeited and the contract entered in to will stand cancelled.
28. The contractor 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 latter and also for any loss, damage, theft, mishandling weathering or any cause whatsoever.
29. If different rates are quoted for the same specification of work at the same site in different appendices of the schedule, the lowest quoted rate will be accepted for the items in all the appendices.
30. 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 accident as per the workman compensation act.
- The contractor will also be liable to abide by the fair wage clause conditions.
31. If the Principal, College of Engineering Pathanapuram undertakes to supply particular materials no claim for extra payment on account of delay in the supply of these materials will be entertained.

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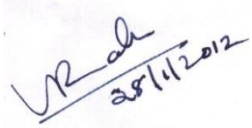
32. The contractor should take license under the current explosive rules to enable him to manufacture and possess the quantity of gun powder required by him for blasting, if necessary.
33. Tenders which are not in conformity with this tender notice are liable to rejection.
34. All the terms and conditions of tender notice and agreement conditions of Kerala P.W.D. and the tender notice with the condition stated herein will form part of the contract documents.
35. Preference will be given to contractors or firms who have records of speedy execution of projects or completion of projects before the specified period. Documentary proof to support the above claim should be enclosed.
36. Principal, College of Engineering Pathanapuram reserves the right to accept or reject any or all tenders without assigning any reason.

GENERAL CONDITIONS

Name of work

1. Conditions stated herein and those specified in the Notice Inviting Tenders will be deemed to form part of the contract.
2. When the percentage quoted by the tenderer in figures and words disagree the percentages noted in words will be taken for finalizing the tender. The contractor is bound to accept the percentage if the work is awarded to him.
3. The quoted rate shall be inclusive of all leads and lifts and all other incidental charges whether specifically mentioned herein or not, On no account, claims for extra rates will be allowed after the tender is decided.
4. It is the contractor's sole responsibility to get machinery tools and plants etc. required for the proper execution of the work as per specification and the department does not undertake any responsibility on this.
5. The contractor shall be responsible for the payment of VAT, if any payable as per rules in force from time to time and the percentage rates quoted by the contractor will remain unaffected by any change that may be made from time to time in the rates at which VAT is levied.
6. The contractor should produce clearance certificates for Sales Tax, Agricultural Income Tax and Income Tax in the prescribed form from the authorities concerned. On no account shall final payment be made before producing such certificate.
7. It is binding on the contractor that if any taxes are due from him to the State Government/ Central Government the amount of such tax is recoverable from the bills due to the contractor.
8. Any amount due to the Government under or by virtue of this contract shall be recoverable first from the security furnished by the contractor and if the same is found insufficient, such deficit amount shall be

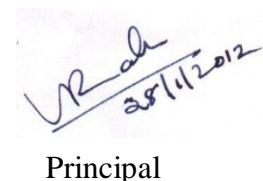
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recoverable under the provision on (Revenue Recovery Act) or in any manner the Principal may deem fit.

9. Instructions regarding blasting operation laid down in S.S. No. 19 of M.D.S.S. should be strictly followed.
10. The contractor should take out a license under the explosive rule 1940 to enable him to manufacture and possess the quantity of blasting materials required for blasting. Any irregularity in respect of manufacturing or storage of blasting materials will be reported forthwith to the licensing authority.
11. The contractor should abide by the fare wage regulation current in the department.
12. Local tribes shall be employed for the work to the extent possible.
13. It is the sole responsibility of the contractor to look into the safety of labour engaged by him and any amount to be paid under workmen compensation act will be his debit.
14. The quantities shown in the schedule are only approximate. The contractor is bound to carry out all excess or over and above agreed quantity or a reduced quantity from the agreed quantity if found necessary during execution at his agreed rates.
15. The work should be carried out as per M.D.S.S. and all clauses of preliminary specification should be complied with.
16. Defects if any noticed within 12 months from the date of completion will be got rectified by the contractor. If this is not done, the same will be attended to by Department and the cost made good from the contractor.
17. The contractor will have no claims for any loss due to unforeseen circumstances including short supply of materials or suspension of work due to any reason.
18. Materials for work should be collected from the quarries approved by the P.W.D. departmental offices and all materials should be got approved by the Architect before they are used on the work.
19. The contractor agreed not to assign or share with any other persons his (tenders) interest in the work for payment thereof without obtaining the prior approval.
20. The contractor shall provide all scaffolding, shoring, strutting etc. required for the work and any extra claims for this will not be entertained and the percentage rates quoted included all charges for working at various heights and depths.
21. For rock blasting measurement in solid before blasting is not possible. Payment will be made on stack measurement after making a deduction of 40% for voids.
22. All tools and stores for construction must be provided by the contractor at his own cost.

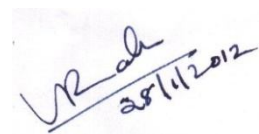
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23. Release of retention money: The percentage deduction from bills which are held as additional security will be released by the Principal after getting the advise of the Architect of the work after the successful completion of work. Retaining of any such amount will be decided to cover the liability if any of the contractor.
24. Release the security deposit: The maximum period of retaining the security deposit will be 12 months from the date of completion of the work and the security deposit will if necessary be released earlier at the discretion of the Architect, provided that he is convinced that the amount as per the final bill will cover all liabilities of the contractor, provided also the contractor has produced the latest clearance certificate of Income tax, Agricultural Income Tax and Sales Tax.
25. The payment for the earthwork items will be based on level measurement for quantities coming more than 300 cubic meters.
26. Work should be executed as per standard designs & drawings approved by Architect.
27. The contractor should engage technically qualified persons for supervising the work. The number of persons to be engaged for the work is one Civil Engineer with B.Tech and Two Diploma holders in Civil Engineering and to be paid at reasonably per month by the contractor as per rules in force then and there.
28. All conditions in Notice Inviting Tenders will form part of the agreement.
29. The contractor is bound to carry out items of work which are actually necessary for the proper completion of the work during execution. Payment for such items will be made on the basis detailed below.
 - i) In the case of extra items whether additional altered or substituted, if accepted rates for identical items are provided in the contract, such rate shall be applicable.
 - ii) In the case of extra items, whether altered or substituted, for which similar items exist in the contract, the rate 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, for which similar items do not exist in the contract, and rates exist in the schedule of rates, the rates in the schedule of rate will be applicable.
 - iv) In the case of extra items, whether additional altered or substituted for which the rates cannot be derived from similar items in the contract. The rates for such item shall be 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. Percentage excess will not be applicable for such items.

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30. Payments will be made as per the actual work done at the site which will be certified by Engineer of the work. The Contractor should not submit any invoice for incomplete or partly done work.
31. If it appears to the Principal or his Architect that any work, has been executed with imperfect or unskilled workmanship or with materials of any inferior quality, the contractor shall on demand forthwith rectify, remove or reconstruct the same in whole or in part as the case may be at his own expenses within seven days. In the event of his refusal to do so, the Principal shall arrange to rectify the defect or/ remove the inferior quality work and materials from site and the expenditure towards the same will be recovered from the contractor's bill.

32. Special conditions

- a) The owner will have the right to stop the entire work or any item of work without assigning any reason at any stage if it is required by reasons beyond his control. In case if stoppage of work, the work carried out will be measured and paid for at the quoted rates and in case any balance materials are available at site it will be paid according to the prevailing market rates. The owner will have the right to resume the work with alternate arrangement immediately after stoppage even if the payments are not settled for completion of the project in time.
- b) The steel and cement required for the work shall be supplied by the contractor at the site at his own cost. The contractor has to record the arrival of each consignment of steel and cement at the site and attestation for the stock entries should be obtained in the concerned stock registers kept at the site from the site supervisor or from the representative of the owner. The cement and steel so supplied should be stored properly by the contractor at his own cost in the work site. The consumption of cement and steel for each item shall be as per specification and if any cement or steel is over consumed or wasted, the cost of the same should be borne by the contractor. The cement store will be inspected by the owner or his representative at frequent intervals. The contractor has to maintain a register showing the daily consumption of cement and steel and the balance in hand. The quantity of work executed every day shall tally with the consumption of cement and steel in stock under the custody of the contractor.

The stock of cement and steel in the stores at site shall be always sufficient to keep the steady progress of the work. The work should not be stopped at any time due to the shortage of store materials.

Old stock of cement will cause reduction in the strength of the concrete and so the supply of cement should be regulated in such a way to get fresh cement always for the work.

- c) All centering props and spans shall be of steel members. Form work of shuttering shall be water tight and of steel.
- d) The work should be completed within the time prescribed as shown in Para 4 under unavoidable circumstances and if the Employer convinces himself so Contractor can request in writing for extending the time of completion that the Employer shall grant the extension. But the employer can reject the request also if it is found that there is no genuinity on the reasons explained in the request. In such cases the contractor is liable to pay fine to the tune of ¼% per week to a maximum of 10% of the contract amount for the additional period availed by the Contractor in completing the work. If

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it is seen that the Contractor is failing to complete the work in time without genuine reasons, the Employer can terminate the work at the risk and cost of the Contractor and rearrange the same fixing liability on the original Contractor.

33. The details of deductions made from the work bill will be as per Memorandum below.

MEMORANDUM

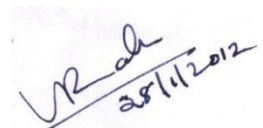
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| a. | Retention money shall be deducted from every running part bill. | 10% of each part bill will be kept as Retention money Deduction of the retention amount shall be made from the beginning and shall be stopped when the limited amount is reached. |
| b. | Income tax deducted at source | 2.0% income tax with 10% surcharge (2.2%) will be deducted at source from every payment made to the contractor subject to the Income Tax Acts prevailing at that period. |
| c. | VAT deducted at source | At the prevailing rates applicable. |
| d. | KSCWWF Subscription | 1% of the net amount payable to the Contractor. |
| e. | Recovery limits of mobilization advance | If any mobilization advance is paid to the contractor, same will be recovered in installments according to the terms and conditions of agreement. |
| f. | Time allowed for completion of the works from the date of work order to commence the work. | 3 months |

34. All the pages of the tender documents and contract agreement, shall bear the full signature of the tenderer at the foot of every page on left hand corner. Any tender not bearing signature on all the pages accompanying the tender is liable to be rejected.

35. The contractor shall carryout all the works strictly as per drawings details and instructions of Architect or his authorized representatives. If in the opinion of the Engineer any change has to be made in the design and with the prior approval in writing of the Principal and if they decide the contractor to carry out the same, the contractor shall carry out the same without any extra charge. The Principal decision in such cases shall not be open to arbitration.

36. A schedule of approximate quantities for various items accompanies the tender. It shall be definitely understood that the Principal does not accept any responsibilities for the correctness or completeness of this schedule. In respect of the items and quantities this schedule is liable to alterations omissions, deductions or additions at the direction of the Principal without affecting the terms of the contract. The contractor is bound to do additional quantities of work, if found necessary at his quoted rates.

37. The work should be started within 10 days from the date of signing the contract.



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38. The water and electricity required for the whole work shall be provided by the Contractor. No charges toward this will be paid by the Principal.
39. In case of stoppage of work due to dispute with the Contractor or due to any other reason the Principal will have the right to take over the site and will have the right to make alternative arrangements for construction without causing any delay.
40. For any work for which specification do not exist, such work shall be carried out in accordance with the distinct specification and in absence of distinct specification the work shall be carried out in accordance with the instructions of the Architect of the work.
41. All works at all times shall be open for inspection and supervision of Architect in charge. The contractor or his authorized responsible agents shall be present at all times during usual working hours or all other times as previously informed to receive orders and instructions from the Architect and Principal.
42. The rates quoted for each item of work included in the schedule will be applicable for completing the entire project irrespective of location of individual structure/ variation in the heights of structure made during execution or the quantity required to be executed according to schedule of quantities.
43. The rate of each item of construction of building will be based on the ground floor of individual buildings irrespective of levels/ heights of adjacent buildings which are connected with pathways at different levels/ heights.
44. If the contractor is ordered by the Principal/ Architect or his authorized agents to execute the work of any additional floors to the building under construction which are not included in the tender schedule, the contractor is bound to carry out the work of additional floors. Percentage increase to the quoted rates for the items in the next lower floor (admissible as per the schedule of rates) will be paid to the contractor for the construction of every additional floor.

PART -1 GENERAL

The contractor shall be sole responsible for:

- a) All labour and supervision thereof, all materials, tools, implements and plant of every description ladders, cordage, tackle etc. as well as the provisions for safe and strong scaffolding required for the proper execution of the work in conformity with the specifications of the various items of work.
- b) Supplying the requisite agency with necessary equipment to set out the work as well as to afford facilities for such examination of the work as the Supervisory Officers may at any time consider desirable, as also to count weight and to assist in the measurement or check measurement of the work or materials.
- c) Providing and maintaining all temporary fences, shelters, lights, watchmen and danger signals and such other precautions as are necessary for the protection of the work or materials as well as to

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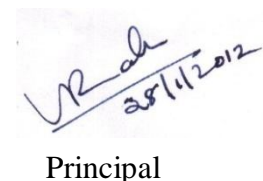
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protect the public and those connected with the work from accidents at the site of, or on account of the work.

- d) Providing all sheds, mortar mills and mixing platform of every kind required for the proper execution of the work according to the specification.
 - e) Payment of all fees and royalties of materials and
 - f) Finally clearing away of all rubbish, surplus materials, plant, etc. on completion of the work and dressing and leveling of and restoring the sites to a tidy condition prior to hand over the work to the Principal or concerned officer or his authorized assistant also its maintenance until so taken over.
- II. In the case of supplies of materials such rubble, broken stones, gravel, sand etc. which may have to be measured prior to being used on the work the contractor must always stack or arrange them neatly on level ground or on ground cleared and leveled by him for the purpose in such manner as may be ordered by the officer-in-charge so that they may be easily susceptible of inspection and measurement. The cost of such clearing, leveling and stacking or arranging being included in the rates of work. Each stack must be straight and of uniform section through out and of the dimensions specified by engineer in charge. Materials not stacked or arranged in accordance with instructions issued will not be measured and paid for.
- III. The contractor shall be bound to bear the expense of defense off any action or law proceedings that may be brought by persons for any injury sustained owing to neglect of above precautions in connection with the execution of the work and pay any damages and cost that may be awarded in consequence.
- IV. The contractor shall also help himself out of any difficulties of penalties arising from interference with private property in the execution of the contract.
- V. The tenderer should state whether he has all the tools and plants necessary for the proper execution of the work.
- VI. Unless otherwise specifically provided for in the contract he shall at his own cost keep all portion of the work free from water whether due to springs soakage or inclement weather and in a neat and sanitary condition and shall also see that drainage and sewage are prevented from entering the site of work or accumulating therein.
- VII. The contractor shall be responsible for the proper use and bear the cost of protection of materials made over to him by the Department for use on the work and bear any loss from deterioration or from faulty workmanship or any other cause. The cost of materials thus allowed to deteriorate amounting as it does to an excess issue over sanctioned quantities will be recovered at a rate of 20 per cent over the actual cost. The orders of the Engineer in the matter shall be final and binding on the contractor.
- VIII. The contractor shall be responsible to see that the level or other pegs, profiles, bench marks masonry pillars of other marks set up by the Architect, for guidance in the execution of the work are not disturbed, removed and destroyed. If any such marks are in the opinion of the Engineer found disturbed removed and destroyed, they will be replaced by the Architect at the cost of the contractor.

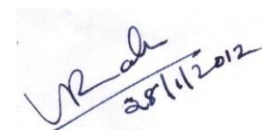
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- IX. Any materials brought to the site of work or any work done by the contractor but rejected by the Architect as being not up to the specifications shall in the case of materials supplied by them and their removal from or broken up the site or work and in the case of work done be dismantled or rectified at the expense of the Contractor as may be ordered by the Engineer-in-charge.
- X. In all cases whether so specified in the contracts or not, the work shall be executed in strict accordance with the contractor's accepted tender and their specifications and with such further drawings and specifications and orders as may from time to time issued by the Engineer.
- X. Whether the contractor is ordered by the Principal/ Architect or his authorized assistant or authorities to execute any item of works which is not in the tender it shall be the contractor's duty to get a special price arranged for the item and to see that is written in the site-order-book and that this order is initialed and dated by the contractor and the officer ordered that particular item of work for any extra item executed by the contractor and not so entered in work spot order book and initialed both by the contractor and the departmental officer ordering such extra item that contractor shall have no claim for extra payment.
- XII. Any dispute or difference that may arise between the Principal/ Architect and the contractor on account of the contract shall at the instance of either party be referred to an arbitrator whose decision given in writing shall be final, conclusive and binding. The Principal/Architect may at his direction delegate in writing to any of his subordinates any of his powers regarding these specifications.

Contractor

Handwritten signature and date in blue ink. The signature appears to be 'V R ah' and the date is '28/11/2012'.

Principal

ANNEXURE

Format of Agreement

ARTICLES OF AGREEMENT executed on this theday of

Two thousand twelve BETWEEN The Principal College of Engineering Pathanapuram (herein after referred to as "the purchaser and

(H.E. name and address of the tenderer) (hereafter referred to as "the bounden") of the other part.

WHEREAS in response to the notification No. dated

The bounden has submitted to the purchaser tender for the supply of

Specified therein subject to the terms and conditions contained in the said tender.

WHEREAS the bounden has also deposited with the purchaser a sum of Rs. As earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the purchaser.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:-

1. In case the tender submitted by the bounden is accepted by the purchaser and the contract for is awarded to the bounden, the bounden shall within..... days of acceptance of his tender execute an agreement with the Purchaser incorporating all the terms and conditions under which the purchaser accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract the purchaser shall have power and authority to recover from the bounden any loss or damage caused to the College of Engineering Pathanapuram by such breach as may be determined by the purchaser by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner herein after contained.
3. All sums found due to the purchaser under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of law for the time being in force and in such other manner as the purchaser may deem fit.

In witness whereof Shri

.....
(H.E. Name and Designation) for and on behalf of the College of Engineering Pathanapuram and Shri the bounden have here into set their hands the day and year shown against their respective signature.

Contractor

Principal

FORM OF TENDER

Name of work :

Quoted rate of the contractor

I/We agree to undertake to execute the work

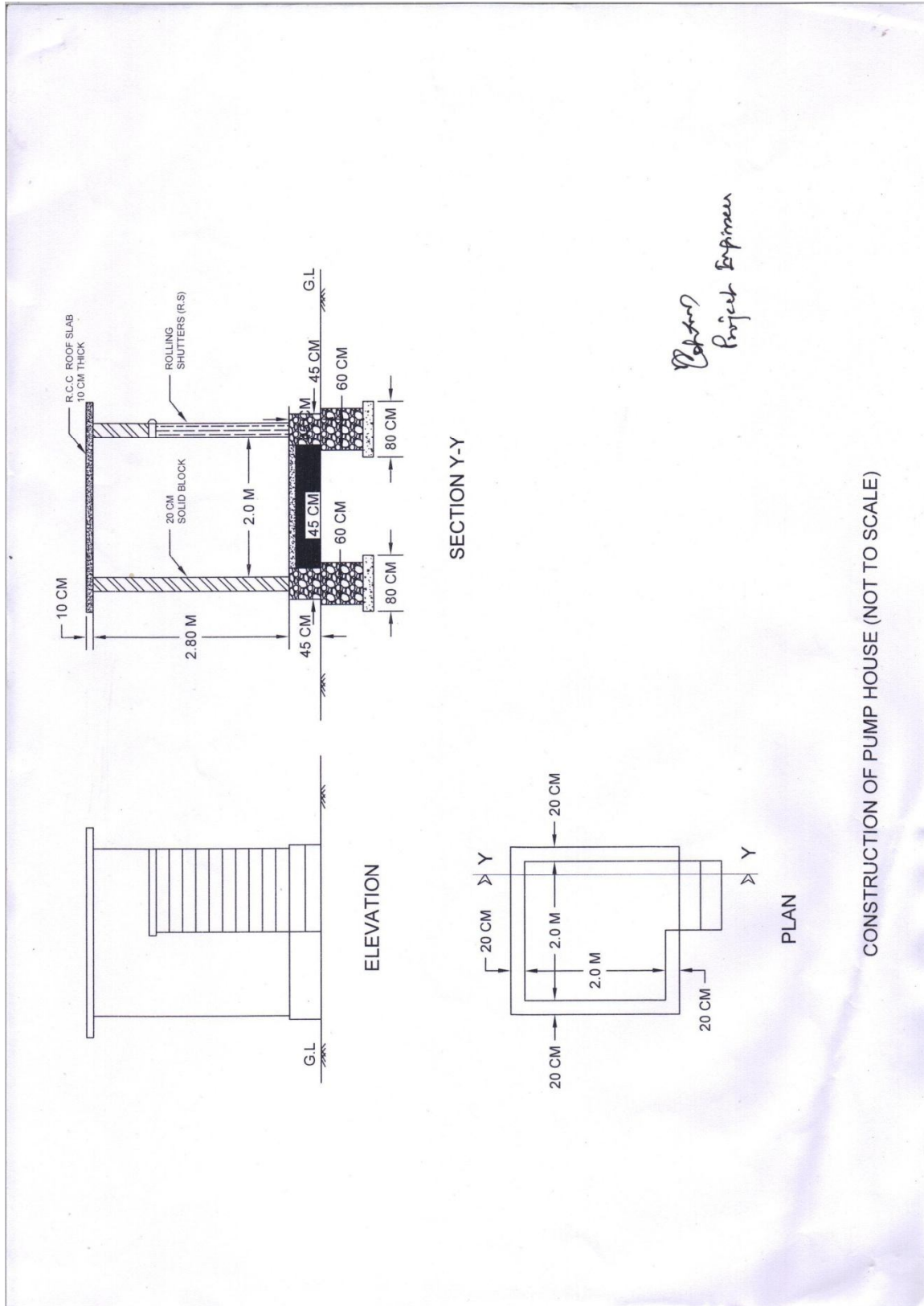
1. At the estimate rate
2. ----- % below estimate rate
3. ----- % above estimate rate

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

Contractor

VR dh
28/11/2012

Principal



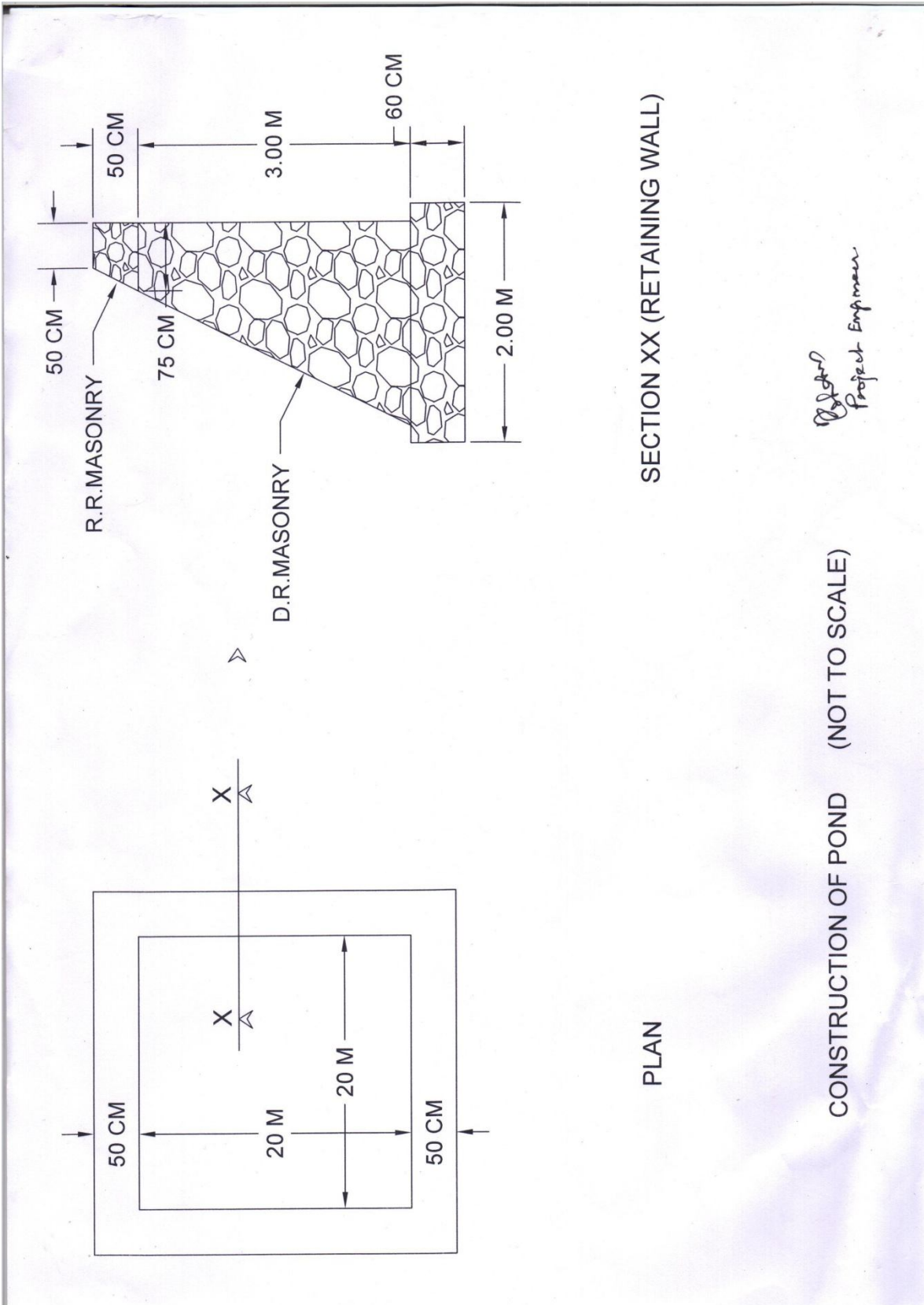
Project Engineer

Contractor

VR
25/11/2012

Principal

CONSTRUCTION OF PUMP HOUSE (NOT TO SCALE)



SECTION XX (RETAINING WALL)

PLAN

[Signature]
Project Engineer

CONSTRUCTION OF POND (NOT TO SCALE)

Contractor

[Signature]
28/11/2012

Principal

**SCHEDULE FOR CONSTRUCTION OF POND AND PUMP
HOUSE AT COLLEGE OF ENGINEERING PATHANAPURAM**

CONSTRUCTION OF POND

SL. NO	QUANTITY	UNIT	DESCRIPTION OF ITEM	RATE	UNIT	AMOUNT
1	2800	m ³	Earthwork excavation in all classes of soil with initial lead upto 100m and lift up to 3m including breaking clods, watering, sectioning of spoil bank etc. complete.	144	10 m ³	403200
2	396	m ³	Dry rubble masonry for foundation and superstructure including cost and conveyance of materials, labour charges etc. complete.	1191	m ³	471636
3	25	m ³	Random rubble masonry in CM 1:6 at the top of D.R. Masonry wall including cost of conveyance of materials, labour charges etc. complete.	2212	m ³	55300
4	40	m ²	Plastering with CM 1:4, 15mm thick one coat.	1422	10 m ²	5688
5	300	m ²	Shoring the sides to avoid sliding of earth	3283	10 m ²	98490
Total Amount						1034314

CONSTRUCTION OF PUMP HOUSE

1	6	m ³	Earthwork excavation in all classes of soil with initial lead upto 50m and lift up to 1.5m for foundation as per standard specification.	884	10 m ³	530
2	1	m ³	P.C.C 1:4:8 using 40mm broken stone including cost of all materials, labour charges etc. complete.	3513	m ³	3513
3	5	m ³	Random rubble masonry in CM 1:6 for foundation and basement.	2212	m ³	11060
4	5	m ³	Solid Block of size 20mm thick wall for Superstructure including cost of conveyance of materials, labour charges etc. complete.	3158	m ³	15790

Contractor

VR
28/11/2012

Principal

5	730	dm ³	RCC M20 for roof slab with 20mm broken stone including cost of all materials and labour charges etc. complete.	92	10 dm ³	6716
6	100	dm ³	RCC M20 for beam above rolling shutter with 20mm broken stone including cost of all materials and labour charges etc. complete.	109	10 dm ³	1090
7	83	Kg	Reinforcement for RCC works bent, tied and placed in position.	5959	Qtl	4946
8	2	m ³	Earth filling inside basement with contractors own earth.	235	m ³	470
9	2	m ²	Providing and fixing Rolling Shutter as per drawing.	2000	m ²	4000
10	20	m ²	Plastering the slab with CM 1:3, 9mm thick one coat.	1201	10 m ²	2402
11	50	m ²	Plastering the walls with CM 1:4, 12mm thick one coat.	1422	10 m ²	7110
12	0.5	m ³	Flooring with cement concrete 1:4:8 using 40mm broken stone including cost of materials and labour charges etc. complete.	3513	m ³	1757
13	5	m ²	Plastering the Floor with CM 1:3, 12mm thick one coat.	182	m ²	910
14	50	m ²	Distemper walls	324	10 m ²	1620
15	5	m ²	Painting with synthetic enamel paint two coat over iron primer.	765	10 m ²	383
Total Amount						62297
POND						1034314
PUMP HOUSE						62297
ERECTION OF PUMP WITH W.S.LINE(L.S)						402000
TOTAL						1498611

Contractor

VR
25/11/2012

Principal