



# **PONDICHERY UNIVERSITY**

**ELECTRICAL WING**

**NOTICE INVITING TENDER**

**FORM – 6**

## NOTICE INVITING TENDER

- Tender for the work of : **Providing 3 nos. of Online UPS for new Mega Mess & Madam Curie Hostel Mess and replacing the old UPS battery in Amudam mess & Mother Theresa Mess of University Campus.**
- Approximate cost put to Tender : **Rs.1,21,430/-**
- Earnest Money Deposit : **Rs.2,500/-**
- Date of Tender : **20/12/2018**
- This tender contains : **.....sheets**
- Time allowed for the work : **One Month**

**CONTRACTOR**

**REGISTRAR**

**PONDICHERRY UNIVERSITY  
ELECTRICAL WING**

1. Item rate sealed tenders are invited on behalf of the Pondicherry University from the eligible licensed contractors of C.P.W.D. PWD(Tamilnadu and Puducherry), Railways, Post and Telegraph, TANGEDCO for the work of **“Providing 3 nos. of Online UPS for new Mega Mess & Madam Curie Hostel Mess and replacing the old UPS battery in Amudam mess & Mother Theresa Mess of University Campus.”** The enlistment of the contractors should be valid on the last date of submission of tenders.

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

The estimated cost is worked out to **Rs.1,21,430/- only**. This estimate, however, is given merely as a rough guide. The tenderer may visit the site before quoting the rates.

2. Agreement shall be drawn with the successful tenderer on prescribed Form No. 8 which is available with Pondicherry University. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

3. The period for carrying out the work will be for **30** days from the tenth day after the date of issue of written orders to commence the work or from the first date of handing over of site, whichever is later,

4. The site for the work is available.

5. The tenders duly filled in have to be placed in the tender box kept in the Reception Counter at Dr.B.R.Ambedkar Administrative Block, Pondicherry University, Kalapet, Puducherry -14.

6. Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the University website [www.pondiuni.edu.in](http://www.pondiuni.edu.in) and downloaded.

A Demand draft towards the cost of Tender document cost of Rs.500/- (+) plus 4.0% VAT Tax in DD drawn in favour of Finance Officer, Pondicherry University payable at Puducherry shall have to be enclosed.

(i) Earnest money of **Rs.2,500/-** in the form of Demand Draft of a Scheduled Bank issued in favour of the Finance Officer, Pondicherry University, payable at Puducherry shall have to be enclosed with the tender.

7. The description of the work is as follows :-

**“Providing 3 nos. of Online UPS for new Mega Mess & Madam Curie Hostel Mess and replacing the old UPS battery in Amudam mess & Mother Theresa Mess of University Campus.”**

Copies of other drawings and documents pertaining to the works will be kept open for inspection by the tenderers at the office of the above mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site the means of access to the site, the accommodation

available and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost, all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc., will be issued to him by the Pondicherry University and local conditions and other factors having a bearing on the execution of the work.

8. The competent authority on behalf of the Pondicherry University is not bound to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. All tenders, in case if any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.

The competent authority also reserves its right to allow to the Central Government Public Sector Enterprises, Joint Venture with CPSE holding 51% equity or more, a purchase preference with reference to the lowest valid price bid, where the quoted price within 10% of such lowest price in a tender, other things being equal.

The Public Enterprises who avail benefit of the purchase preference would be subjected to adequate penalties for cost over runs etc.

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

10. The competent authority on behalf of the Pondicherry University reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

11. The contractor shall not be permitted to tender for works in the Pondicherry University, Puducherry in which his near relative is posted as Divisional Accountant or as an officer in any capacity, between the grades of Superintending Engineer and Assistant Engineer (both inclusive). He shall, also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who are near relatives to any officer in the Pondicherry University, Puducherry. Any breach of condition by the contractor would render him liable to be removed from the approved list of contractors of this department.

12. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in the Electrical Wing of the Pondicherry University is allowed to work as a contractor for a period of two years after his retirement from service, without the previous permission of the Pondicherry University in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Pondicherry University as aforesaid before submission of the tender or engagement in the contractor's service.

13. The tender for the works shall remain open for acceptance for a period of sixty days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance whichever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Pondicherry University without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

14. This notice inviting tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall within 10 days from the stipulated date of start of the work sign the contract, consisting of ---

- (a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, form the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- (b) Standard Form 8.

*Signature of THE REGISTRAR*

.....  
For and on behalf of Pondicherry University

**TENDER**

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

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

We agree to keep the tender open for sixty (60) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of **Rs.2,500/-** in the form of demand draft payable at Puducherry drawn in favour of the Finance Officer, Pondicherry University, Puducherry as earnest money is enclosed with this tender. If I/We fail to furnish the electrical Performance guarantee/fail to commence the work specified I/We agree that the said Assistant Engineer, Pondicherry University, his successors in the office 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 all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to the maximum of the percentage mentioned in the Schedule and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clauses 12.2 and 12.3 of the tender form.

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

I/We agree that should I/We fail to commence that work specified in the above memorandum, and amount equal to the amount of the earnest money mentioned in the form of invitation of tender and the performance guarantee as in Schedule shall be absolutely forfeited to the Pondicherry University or his successors in office and the same may at the option of competent authority on behalf of the Pondicherry University be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

Dated.....

Signature of Contractor  
Postal address :

Witness :  
Address :  
Occupation :

**ACCEPTANCE**

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

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

- (a)
- (b)
- (c)

*For and on behalf of Pondicherry*

*University*

Signature.....

Dated.....

Designation.....

**PONDICHERRY UNIVERSITY  
ELECTRICAL WING**

**GENERAL RULES AND DIRECTIONS**

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in newspapers as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specification, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

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

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

4. Any person who submits tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, who propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates shall be summarily rejected. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit separate tender for each. Tenders shall have the name and number of the work to which they refer, written on the envelopes.

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupees one.

4 A. In case of Percentage Rate tenders, tender shall fill up the usual printed form, stating at what percentage below or above (in figure as well as in words) the total estimated cost given in Schedule of Quantities at Schedule he will be willing to execute the work. Tenders, who propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates shall be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.



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

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

7. The receipt of an Accountant or Clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized cashier.

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

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

10. In the case of item rate tenders, only rates quote shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in, so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved to be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

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

12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible, the total amount should be written both in figures and in words. In case of figures, the word 'Rs.' Should be written before the

figure of rupees and word 'P' after the decimal figures, e.g. Rs. 2.15 P and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

13. The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of an irrevocable Bank Guarantee bond of any Scheduled Bank or State Bank of India in accordance with the form prescribed or in cash or in the form of Government security fixed deposit receipt etc., as in the case of recovery of security deposit within 15 days of the issue of letter of intent but before award of work. This period can be further extended by the Engineer-in-Charge up to a maximum period of 7 days on written request of the contractor.

13 A. A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with sum already deposited as earnest money will amount to security deposit of 2.5% of the tendered value of the work (bank Guarantee is not to be accepted as security deposit).

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

15. Vat, Purchase tax, Turnover tax or any other tax on material in respect of this contract shall be payable by the contractor and Pondicherry University will not entertain any claim whatsoever in respect of the same.

16. The contractor shall give a list of employees in Pondicherry University related to him.

17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to be summarily rejected.

18. The tender for composite work includes in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work horticulture work, roads and paths etc. The tenderer must associate himself with agencies of tender for sanitary and water supply drainage, electrical and horticulture works, if any, in the composite tender.

19. The contractor shall submit list of works, which are in hand (progress) in the following form:

Name of Work	Name and particulars of Division where work is being executed	Value of work (Rs)	Position of works in progress	Remarks
(1)	(2)	(3)	(4)	(5)

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

**SCHEDULES**

**SCHEDULE 'A'**

**SCHEDULE OF QUANTITIES (Enclosed) from page .....**

**CONTRACTOR**

**REGISTRAR**

**SCHEDULE 'B'**

Schedule of materials to be issued to the contractor.

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

**SCHEDULE 'C'**

Tools and plants to be hired to the contractor.

Sl. No.	Description	Hire charges per day	Place of Issue
(1)	(2)	(3)	(4)
NIL			

## **SCHEDULE 'D'**

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

## **SCHEDULE 'E'**

Reference to General Conditions of contract 2015.

Name of work: **“Providing 3 nos. of Online UPS for new Mega Mess & Madam Curie Hostel Mess and replacing the old UPS battery in Amudam mess & Mother Theresa Mess of University Campus”.**

Estimated Cost of Work	:	<b>Rs. 1,21,430/-</b>
Earnest Money	:	<b>Rs. 2,500/-</b> (to be returned after receiving performance guarantee)
Performance Guarantee	:	5% of the tendered value
Security Deposit	:	2.5% of the tendered value

or

2.5% of tendered value plus 50% of PG for contracts involving maintenance of the building and services/other work after construction of same building and services/other work.

## SCHEDULE 'F'

### GENERAL RULES & DIRECTIONS

Officer Inviting Tender: The Registrar, .....  
Pondicherry University, .....

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 &12.3

See below

### Definitions :

2(v)	Engineer-in-Charge	The Assistant Engineer(E), Pondicherry University.
2(viii)	Accepting Authority	The Registrar, PU.
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	15%
2(xi)	Standard Schedule of Rates	CPWD DSR 2014.
2(xii)	Department	Electrical Wing, Pondicherry University, Puducherry.
9 (ii)	Standard CPWD Contract form GCC 2014, CPWD form 7/8 as modified & corrected upto	GCC 2014

### Clause 1

(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days

**15 days**

(ii) Maximum allowable extension beyond the period as provided in (i) above in days.

**7 days**

### Clause 2

Authority for fixing compensation under Clause 2 The Registrar, Pondicherry University, Puducherry

### Clause 2A

Whether Clause 2A shall be applicable Not Applicable

### Clause 5

Para (i) Number of days from the date of issue of letter of acceptance for reckoning date of start. **15 days**

Time allowed for execution of work **One month**

Para (ii) Authority to give fair and reasonable extension of time for completion of work The Assistant Engineer, Pondicherry University, Puducherry

<b>Clause 7</b>	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	_____
<b>Clause 11</b>	Specifications to be followed for execution of works	a) C.P.W.D. specifications 2014. b) BIS codes, Manufacturer's specifications, General Engineering Practice.  (Specification mentioned at (a) will prevail over the one mentioned at (b) unless decided otherwise by the Engineer in Charge)
<b>Clause 12</b>		
12.2 & 12.3	Deviation limit beyond which Clauses 12.2 & 12.3 shall apply for (i) Building Work  Deviation limit beyond which clause 12.2 & 12.3 shall apply for.	30%
<b>Clause 16</b>	Competent Authority for deciding reduced rates.	The Assistant Engineer, Pondicherry University, Puducherry.

## **GENERAL CONDITIONS**

(1) The work shall in general be carried out in accordance with CPWD specifications for Electrical External & Internal part 1 & 2, 2007 with correction slips issued from time to time.

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

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

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

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

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

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

(8) The contractor shall give 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. The department on this account will entertain no extra claim of the contractor.

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

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

(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 sub soil water table being high due to any other cause whatsoever.

## FORM OF PERFORMANCE SECURITY

### BANK GUARANTEE BOND

In consideration of the Electrical Wing, Pondicherry University (hereinafter called "The Pondicherry University ") having offered to accept the terms and conditions of the proposed Agreement to be made 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. We .....(hereinafter referred to as " the Bank") .....(indicate the name of the Bank) hereby undertake to pay to the Pondicherry University an amount not exceeding Rs. .... (Rupees..... only) on demand by the University.

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

3. We, the said bank further undertake to pay to the Pondicherry University 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 payments so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We ..... (indicate the name of the Bank) further agree that the guarantee 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 Pondicherry University under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Engineer-in-charge on behalf of the Pondicherry University certifies 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 Pondicherry University that the Pondicherry University shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone



for any time or from time to time, any of the powers exercisable by the Pondicherry University against the said contractor(s) and to for-bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any bearance, act or omission on the part of the Pondicherry University or any indulgence by the Pondicherry University 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 the 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 Pondicherry University in writing.

8. This guarantee shall be valid up to .....unless extended on demand by the Pondicherry University. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees.....only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated .....the .....day of .....for .....  
(Indicate the name of the Bank)

**AFFIDAVIT**

*(to be taken by the contractor on a non-judicial stamp before a First Class Magistrate)*

I/we have submitted the Bank Guarantee for the work .....(name of work) in letter No.....dated.....from..... (Name of Bank) to the Registrar..... towards Performance guarantee. This Bank guarantee expires on .....I/We undertake to keep the validity of the Bank Guarantee in tact by getting it extended from time to time at my/our own initiative up to a period of.....months after the recorded date of completion of the work or as directed by the Engineer-in-charge.

I/We also indemnify the Pondicherry University against any losses arising out of encashment of the Bank Guarantee, if any:

**Note:** This affidavit is to be given by the executants before a first Class Magistrate.

## **MODIFIED GENERAL CONDITIONS OF CONTRACT CLAUSES**

### **CLAUSE-1. PERFORMANCE GUARANTEE**

i. The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and / or without prejudice to any other provisions in the contract) within the period specified in Schedule "F" from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as scheduled in Schedule "F" on written request of the contractor stating the reasons for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or deposit at call receipt of any Scheduled Bank / Banker's Cheque of any scheduled bank (Demand Draft of any Scheduled Bank / Pay Order of any Scheduled bank in case guarantee amount is less than Rs. 1.00 lakh) or Government Securities or Fixed Deposit Receipt or Bank Guarantee of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the University is part of the Performance Guarantee and the Bank is unable to make the payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the University to make good the deficit.

ii) A letter of intent shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the award of letter shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure of the contractor to furnish the Performance Guarantee within the specified period, University shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

iii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent Authority, the Performance Guarantee shall be returned to the contractor without any interest.

iv) The Engineer-in-Charge shall not make a claim under the Performance Guarantee except for the amounts to which the Pondicherry University is entitled under the contract (notwithstanding and / or without prejudice to any other provisions in the contract agreement) in the event of:-

- a) *Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.*

b) *Failure by the contractor to pay the Pondicherry University any amount due, either as agreed by the contractor or determined under any of the clauses / conditions of the agreement, within 30 days of the service of notice to this effect by the Engineer-in-Charge*

v) In the event of the contract being determined or rescinded under provisions of any of the clause / condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Pondicherry University.

#### **CLAUSE – 1 A RECOVERY OF SECURITY DEPOSIT**

The persons whose tender may be accepted (hereinafter called the contractor) shall permit the Pondicherry University at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by the Pondicherry University by way of Security Deposit unless he / they has / have deposited the amount of Security at the rate mentioned above in cash or in the form of securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the Contractor to the Pondicherry University as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and shall forth with on demand furnish the additional security to the Pondicherry University to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit from the interest arising there from or from any sums which may be due to or may become due to the contractor by Pondicherry University on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in case or fixed deposit tendered by the State Bank of India or by Scheduled Banks or Government securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money if deposited in case at the time of tenders will be treated as a part of the Security Deposit.

**NOTE – 1** Government papers tendered, as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Engineer-in charge at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be with held if necessary.

**NOTE – 2** Government securities will include all forms of securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

**NOTE – 3** Notes 1 and 2 above shall be applicable for both clauses 1.

## **CLAUSE –2 COMPENSATION FOR DELAY**

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as The Registrar (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

Compensation : @ 1.5% per month.

For delay of work : of delay to be computed on per day basis.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of the work or to the tendered value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the University. In case, the contractor does not achieve a particular milestone mentioned in Schedule-F, or the re-scheduled milestone(s) in terms of Clause-5.4, the amount shown against that milestone shall be withheld, to be adjusted against the final grant of extension of time, to be decided on completion of work. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress, work on the subsequent milestone(s) the withheld amount shall be released. In case the contractor fails to make up for the delay in consequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

## **CLAUSE – 5 TIMES AND EXTENSION FOR DELAY**

The time allowed for execution of the works as specified in the schedule “F” or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the work shall commence from the 15<sup>th</sup> day or such time period as mentioned in letter of award after the date on which the Engineer-in-Charge issues written orders to commence the work from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, the University shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Earnest Money and Performance Guarantee absolutely.

5.1 As soon as possible after the contract is concluded, the contractor shall submit a time and progress chart for each milestone and get it approved by the Department. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-

Charge and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work; the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme have been agreed upon) complete the work as per milestones given in Schedule "F".

5.3 Request for rescheduling of milestones and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay on the prescribed format. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.

5.4 In any such case the authority mentioned in Schedule "F" may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

#### **Clause 7: Payment on Intermediate Certificate to be regarded as Advances**

No payment shall be made for work, estimated to cost Rs. Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in- Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asst. Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer- in-Charge, the period of ten working days will be extended to fifteen working days. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor provided the bill submitted by the contractor found to be in order, a simple interest @ 7.5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract. Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority. The Engineer-in-Charge in his sole discretion on the basis of a

certificate from the Asst. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

#### **Clause 11: Work to be Executed in Accordance with Specifications, Drawings, Orders etc.**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract. The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

#### **Clause 12: Deviations/Variations Extent and Pricing**

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration shall not exceed 1.25 times of Tendered amount.

#### **Deviation, Extra Items and Pricing**

##### **12.2 A. For Project and original works:**

In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

#### **Deviation, Substituted Items, Pricing**

##### **A. For Project and original works:**

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

(a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

(b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

### **Deviation, Deviated Quantities, Pricing**

#### **A. For Project and original works:**

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

#### **12.3 A. For Project and original works:**

The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

### **Clause 16: Action in case work not done as per Specifications**

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-Incharge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. If it shall appear to the Engineer-in-charge or his authorized subordinates incharge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.



