

CAPEX
KOLLAM

TENDER DOCUMENTS

Ref.No: CAPEX/G2/e-tender/Civil/2022-23/06

Dated: 21.02.2023

Name of work :-

Construction of Toilet and Flooring work of Navaikulam Capex factory

TENDER ID: 2023_CAPEX_560197_1

CAPEX
KOLLAM

NOTICE INVITING E -TENDER

Tender ID: 2023_CAPEX_560197_1

1. Name of work : Construction of Toilet and Flooring work of godown CAPEX Factory.
2. Locality : Navaikulam
3. Probable Amount of Contract : Rs.4,23,167.00/-
4. Period of Completion : 2 months from the date of agreement
5. Earnest Money Deposit : Rs. 10,600/-
(To be remitted in line with the online payment feature stipulated)
6. Processing Charges : Rs.1010/- (Rs.850/-+ GST Rs. 160/-)
(To be remitted in line with the online payment feature stipulated)
7. Validity of Tender : 60 days from the date of opening of bid.
8. Date of publishing Tender : 21.02.2023
9. Last date of submission of Tender : 5 pm on 27.02.2023
10. Date of opening of Tender : 10.30 am on 01.03.2023

CAPEX KOLLAM

Notice inviting e-tenders for works [e- Government Procurement (e-GD)]

1. Online tenders are invited by **The M.D. CAPEX** for and on behalf of the CAPEX from Registered contractors of the CAPEX possessing class D & above contract registration having experience in execution of similar building contract for the works of Construction of Toilet and Flooring work of godown at CAPEX Factory, Navaikulam,.
2. The items and Sub-Head of works to be done are enumerated in the Sub-Join Schedule. Unless otherwise specified, the tender must be for the whole work.
3. All works shall be done in conformity with specification and conditions of contract in force in the PWD/CAPEX. The tenderer shall quote only a single rate as a percentage above or below at the rates given in the schedule by a single entry at the ending page of the schedule under the head “Quoted rate of the Contractor” by scoring out the irrelevant portion and attesting all corrections. The rate Quoted shall be in figures and in words and shall be inclusive ones, covering all the operations contemplated in the specifications and tender schedule. The rate quoted shall be inclusive of all taxes in force at present / in future till completion of awarded works.

In case the rate quoted in figures differs from that in words, the rate in words will be taken as the correct one.

4. Tender duly signed using bidders valid Digital Signature Certificate shall be online on e-GP website www.etenders.kerala.gov.in before 5.00 pm on 27.02.2023. The Earnest Money Deposit & Bid Submission fee for Rs 10,600/- & Rs.1010/- respectively should be paid online while uploading the e-tender.
5. The tender will be opened online and scrutinized by the CAPEX construction Governing body on 01.03.2023 at 10.30 am and the lowest tenderer who are technically found to be competent shall be called for negotiation. The construction governing body shall have the full right in selecting the successful contractor and quoted tender amount alone shall not be the sole criteria in deciding the tenderer. In case it is not possible to open the tenders on the specified date due to any valid reason, the revised time & date of opening will be published in the e-GP website.

6. The bidder shall mandatorily enclose an attested copy of his/ her valid and active Registration Certificate in a single envelope. The bidder shall get the Registration Certificate attested only from any of the Engineers not below the rank of Assistant Engineers of PWD/Irrigation/KWA/Harbour Engr. The envelope enclosing attested copy of the valid and active Registration Certificate, should reach the department on or before the technical bid opening date and time, failing which, the bid is liable to be rejected. CAPEX shall not be responsible for any postal/courier service delay or any other delay. Bidders, who have secured exemption from individual EMD payments, need not do this except when special Earnest money is asked to be deposited. Such EMD exemption certificate/document needs to be scanned and submitted online along with the bid, failing which; the bid shall be rejected summarily. The original EMD exemption document may have to be produced, if required, failing which, the bid shall be rejected summarily.
7. The Tender document(s) may be downloaded from the e-Government Procurement (e-GP) website (www.etenders.kerala.gov.in). However, EMD Rs.10,600/- and Bid Submission fee Rs.1010/- have to be remitted online while submitting bids online.
8. Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-GP website. All bids shall be submitted online on the e-GP website only by uploading the downloaded documents duly filled in the relevant envelope(s)/cover(s), as per the type of tender.
9. Bidders shall remit the tender document fees and EMD using the online payment options of e-Procurement System Only. Payment of EMD **through internet banking** while submitting the tender online. SBI, multi option payment system (MOPS) has been integrated in to E-procurement portal and NEFT/RTGS modes have been disabled. Bidder may remit Tender Fee/EMD via MOPS only. Bids with successful EMD only will be treated as valid tenders. Non-SBI A/c holders are requested to effect payment 72 hours before closing of tender as advised by NIC for ensuring successful completion of tenders.
No manual submission of bids, tender submission fee, EMD shall be entertained for the tenders published through e-GP system under any circumstances.
10. The e-GP system shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.
11. Ineligible bidders or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender. If such instances are noticed, the same shall be treated as “fake bidding” by the respective bidder and such bidder shall be blacklisted as per departmental rules in force.

12. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including the Form/Annexures of this tender.
13. Mention of price details at anyplace other than the designated place (BOQ), shall disqualify the bid and the bid shall be summarily rejected.
14. Certificate of registration / EMD exemption certificate, if applicable should reach the department on or before the time and date of opening of tender.
15. Selected contractor will be required to produce income tax and GST Registration certificates before final payment is made for the work, and before security deposits released.
16. Each tender must also send a certificate of income tax verification from the appropriate income tax authority in the form prescribed therefore.
In the case of proprietary or partnership firm, it will be necessary to produce the certificate aforementioned for the proprietor or proprietors and for each of the partners as the case may be.
If a certificate had already been produced by the tendered during the calendar year in which the tender is made in respect of a previous tender it will be sufficient if particulars regarding the previous occasion on which the certificate was produced are given.
All tenders received without a certificate as aforementioned will be summarily rejected.
17. The tenderer shall examine closely the Central Public Works Department, and also the standard preliminary specification contained therein relating to arbitration thereon and sign the Divisional Office copy of the Central Public Works Department and its addend volume in token of such study before submitting his tender unit rates which shall be for finished work in site. He shall also carefully study the drawings and additional specification and all the documents which form part of the agreement to be entered into by the accepted tenderer. The Central Public Works Department and other documents connected with the contract such as specifications, plans, descriptive specification sheet regarding materials etc., can be seen at anytime during office hours on office days in the Office of the Managing Director,
CAPEX, Kollam.
18. The tenderer's attention is directed to the requirements for materials under the clause "Materials and workmanship" in the "Preliminary Specification". Materials conforming to the Indian Standard specification shall be used for the work, and the tenderer shall quote his rate accordingly. In case of variation in specifications, Indian Standard specification shall prevail.

19. 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 best class of materials to be obtained from the quarries or other sources shall be used on the work. In every case the materials must comply with the relevant standard specifications, or in this tender notice, or as required by The M.D. in any case shall be submitted for The M.D. approval before its supply to site of work. If the contractor after examination of the source of materials defined in the Descriptive Specification sheet is of opinion that materials complying with standard or other specifications of the contract can not be obtained in quality or sufficient quantity from the source in the Descriptive specification sheet shall so state clearly in his tender and state where from he intends to obtain the materials subject to the approval of The M.D., CAPEX.

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

20. The tenderer's particular attention is drawn to the sections and clause in the standard "Preliminary specification" dealing with:

1. Test, inspection and rejection of defective material and work.
2. Carriage
3. Construction plant
4. Water and Lighting
5. Cleaning up during progress and for delivery
6. Accidents
7. Delays
8. Particulars of payment

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

21. The selected tenderer shall within 7 days of receipt of the selection notice deposit a sum sufficient to make up the total 5 percent of the probable value of contract (Limited to one lakh) which together with the amount of the earnest money deposited shall be treated as security for the proper fulfillment of the contract and shall execute an agreement for the work in CAPEX Schedule form.

If the successful tenderer fails to execute the agreement within the prescribed period, the EMD shall be forfeited and the CAPEX shall be at the liberty to recover any loss or damage caused by the default of the contractor which result in the CAPEX to rearrange the work. The excess cost that has to be paid to the subsequent contractor due to such arrangement will be realized from the assets of the defaulted contractor. But the

CAPEX may in exceptional circumstances limit penalty to the quantum of EMD shall be 2.5% of the tendered amount subject to a maximum of Rs. 50,000.00

9(a) The conditions stated herein are binding upon the contractor and shall be construed as a preliminary agreement between the successful tender and the pending execution of the agreement specified in clause 11 supra.

9(b) The tenderer should submit along with his tender an agreement executed and signed in Kerala stamp paper worth Rs.200/- A specimen form of agreement is given as annexure to this tender. Tenders without the agreement in stamped paper will be rejected out rightly.

22. The acceptance of the tender rests with the CAPEX authorities who do not undertake to accept the lowest or any particular tender.

23. The M.D. or other sanctioning authority reserves the right to reject any tender or all the tenders without assigning any reason thereof.

24. Schedule of quantities, specifications of work to be done and conditions of contract to be entered into can be seen on the e-GP website. It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of the schedule that the schedule is liable to alteration by omissions, deductions or additions at the discretion of the competent departmental officer or as set forth in the conditions /of contract. The bidder will however base this tender amount in the case of lump sum tender on the basis of those quantities, etc.

25. Tender forms and general specification can be downloaded free of cost from the e-GP website. Tenders not submitted in such prescribed online format or submitted incomplete in any respect whatever such as unattested errors and corrections in rates, quantities, units or amounts (figures not expressed in words), totals of contract not entered, etc, shall be summarily rejected.

26. The earnest money deposit of the unsuccessful tenderers will be refunded as per after tabulating tenders, keeping only the earnest money of the first 2 lowest tenders.

27. Solicitors fee, if any, to be paid to the Law Officers of Government for scrutinizing or drawing up of agreements will be paid and the same recovered from the successful tenders.

28. Tenderers must also state in their tenders if they are prepared to carry out at their tendered rates such portions of the works as may finally be allotted to them by the officer deciding tenders.

29. Any further information necessary can be obtained from The Office of the M.D. Capex on all working days during working hours.
30. The successful tenderer will have to carry out 25 percent more of the estimated quantity of every item at his agreed rates .
32. The work should be completed in all respect in 2 months from the date of the order to start work, is issued.
33. The contractor shall not without the previous sanction in writing of the authority accepting the tender, execute any power of attorney in respect of any matter, touching this contract, and any such power of attorney executed without such sanction shall not be recognized by or be binding upon CAPEX or their officers. It shall be entirely within the description of the authority accepting the tender either to grant such sanction or to refuse it or to revoke a sanction once given.
34. Neither part of the contract shall be sublet without permission of The MD CAPEX, Kollam, nor shall transfer be made by power of attorney authorizing others to receive payment on the Contractor's behalf.
35. All the material required for work like steel cement, sand, metal etc has to be supplied by the contractor, under the scrutiny of CAPEX Technical Supervisor/ Capex Official.
36. The contractor will provide his own tools and plant, store sheds to store his own materials as well as those supplied by the mission and will be entirely responsible for use and safe custody of the latter and also for any loss, damage, theft, mishandling, weathering or any cause whatsoever.
37. The contractor shall be responsible for the safety of the labour employed by and shall be liable to pay the necessary compensation in case of accidents, as per the workmen's compensation Act. The contractor also be liable to abide by the fare wages act and to pay the workmen at the approved rates as specified in the Act.
38. The contractor shall be liable for all damages caused to public amenities such as electric wires, telephone cables, water mains and private property which should repaid and restored with least delay.
39. The contractor shall take proper safeguards for the safety of the public when deep trenches are cut by providing fencing caution boards, danger lights at hight etc. and providing gangways if the work proves an obstruction to entrance dwelling so that normal movement of persons is rendered possible.

40. The contractor shall make his own arrangements to extricate himself from any legal action instituted against him by the other agencies.
41. All sums due to CAPEX by virtue of present contract of any other contract shall be recoverable first from the security furnished by the contractor and if the sum is found insufficient deficit amount shall be recoverable in any other manner as the CAPEX may deem fit.
42. Time is the essence of the contract. Undue and avoidable delay in the execution of the work will render the contractor liable for penalty.
43. The CAPEX MD reserves the right to terminate the contract at any time in case of bad work, slow progress or of violation of rules in other ways.
44. The CAPEX MD reserves the right to abandon the work at any stage if he finds such across necessary and the contractor will be paid only for the finished items of works, certified by the CAPEX Technical Supervisor/ Capex Official.
45. The contractor is bound to carry out all excesses over and above the agreed quantities as directed by the CAPEX Technical Supervisor/ Capex Official; such excess will be paid for at his agreed rates.
46. The tenderer on execution of the agreement shall take instructions from the Technical Supervisor/ Capex Official of CAPEX.
47. The contractor is bound to carryout all additional works upon the written orders of the Manager.. The CAPEX in the case of percentage rate contract, the rate for such extra items shall be arrived at by the market rate of materials and labour.
48. No claim for extra payment on account of delay in the supply of materials agreed to be supplied by the CAPEX will be entertained.
49. The contractor should take a license under the current explosive rules to enable him to manufacture and posses the quantity of gun powder required by him for blasting if necessary.
50. In making payment the total amount of bill will be rounded off correct to the nearest rupee if the amount is above Rs.25/- and to the nearest paise if the amount is below Rs.25/-
- 51."Arbitration shall not be a means of settlement of any disputes or claim arising out of the contract relating to the work".

“All disputes and differences arising out of the contracts that may be executed in pursuance of this notification, shall be settled only by the Civil Court in whose jurisdiction the work covered by the contract is situated, or in whose jurisdiction the contract was entered into/in case the work extended to the Jurisdiction of more than one court (vide G.O MS/ 53/ 88/ PW&T dated 30.09.1998).”

52. Tenders which are not in conformity with this tender notice are liable to rejection.

53. This tender notice with conditions stated here in will form part of the contract documents

54. The contractor shall be responsible for the payment of GST as per rules in force from time to time and the rates quoted for various items remain unaffected by any changes that may be made from time to time in the rate at which such tax is levied. GST and income tax, LWF due to Government from the contractor will be recovered from his bill for the work as per the advice of the authorities concerned.

The rates quoted shall be inclusive of all taxes viz. GST, Central Excise tax, etc.

MD
For and on behalf of the CAPEX

**CAPEX
SPECIFICATION
PART I GENERAL**

1. The rates tendered by a contractor for the work shall include the cost of
 - a) All labour and supervision thereof and all materials, tools and plants of every description etc. as well as the provision of safe and substantial scaffolding required for the proper execution of the work in conformity with the specifications for 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 CAPEX Technical Supervisor+ may, at any time consider desirable, as also to count, weight and assist in the measurement or check measurement of the work or materials.
 - c) Providing and maintaining all temporary fences shelters lights watchman and danger signals and such other precautions as necessary for the protection of the work or materials or well as to protect the public and those connected with the work from accidents at the site of or on account of the work.
 - d) All fees and royalties of materials and
 - e) Finally clearing a way of all rubbish surplus materials plant etc. On completion of the work and dressing and leveling off and restoring the site to tidy condition prior to handing over the work to the CAPEX Technical Supervisor and also its maintenance until so taken over.
2. The contractor shall be bound to bear the expense of defense of any action or law preceding that may be brought by persons for any injury stained owing to neglect of above precautions in connection with the execution of the work, and, to pay any damages and cost which may be awarded in consequence.
3. The contractor shall also help himself out of any difficulties of penalties arising from interference with private property in execution of the contract
4. Unless otherwise specifically provided for in the contract's the contractor shall at his own cost keep all portions of the work free from water whether due to spring soakage or inclement weather and in a neat and sanitary condition and shall also see that drainage and sewage are prevented entering from the site of work or accumulating therein.
5. The contractor shall be responsible to see that the level or other pegs profiles, benchmarks, masonry pillars or other marks set up by the CAPEX for guidance in the execution of the

work are not disturbed removed or destroyed, that will be replaced by the CAPEX at the cost of contractor.

6. Any material brought to the site of work, or any work done by the contractor but rejected by the officer in charge as being not up to the specifications shall in the case of materials supplied be then and there removed from or broken up at the site of work and in the case of work done be dismantled or rectified at the expense of the contractor as may be ordered by the officer in charge.
7. In all cases whether so specified in the contract or not the work shall be executed in strict accordance with the contractor's accepted tender and these specifications and with such further drawings and specifications and order as may from time to time be issued by The MD.
8. Penalty for non-completion of work: If the work is not completed fully or partially as per the program of the work due to any reason whatsoever, the contractor will be liable for the damages and liability of the Government.

9. ADDITIONAL SPECIAL CONDITIONS

1. If there is any condition between the conditions in the notice inviting tender and printed agreement forms and the offer conditions given below then the conditions given in this special conditions will prevail.
2. The tenderer shall examine closely, the C.P.W.D relating to Arbitration thereon its Addenda volume and also the standard preliminary specifications contained therein taken thereof he shall signed certificate in the form attached to the tender documents.
3. The tenderer shall study carefully the drawing and specifications which will form part of agreement to be entered into by the tenderer.
4. The percentage rate accepted and specified in agreement shall not be varied on any account whatever and that it shall hold good all items done irrespective of variation in quantities.
5. The rate quoted by tenderer for schedule item of work shall be properly executing the item of the work completely and shall cover such charges are incidental, but not detail specifically in the schedule. For example, no extra claims on account of incidental charges like ring bounding bailing out water, shoring etc. carried out as necessity of proper execution of the item shall be admissible.
6. The contractor shall produce necessary certificate from the competent authorities concerned to the effect that he has cleared all his dues regarding GST, Income tax.

Deduction for the above taxes payable by the contractor shall be made need from the dues to him from Government. On no account the final payment shall be made to the contractor before the production of above certificate.

NOTE: Production of Sales Tax clearance certificate will be dispensed with in cases were the purchase tax has been recovered from the contract as per Clause in Special Conditions.

7. The contractor shall take out license under the explosive rules 1940 and subsequent amendments for the use of gun powder, gelatin and other blasting materials required by him.

8. Any taxes payable shall be borne by the contractor and paid by him to the respective authorities. The rates quoted shall be inclusive of all taxes.

9. Extension of time of completion of work and fine:-

a) To take care of any departmental delays or delay occurring due to unexpected technical problems faced during execution of a work, a grace period of 20% of the original time of completion will be allowed, if found necessary to complete the work. The officer granting grace period will record in detail the reasons for allowing the extension in detail. The grace period will not be granted if the extension is necessitated due to the default on the part of the contractor.

b) For extension of time of completion beyond the grace period, fine will be imposed at the following rates:-

Period of extension	Rate of fine
First extension	1% of the PAC subject to a minimum of Rs.1000 and maximum of Rs.50000/-
Beyond first extension	2% of the PAC subject to a minimum of Rs.2000 and maximum of Rs.100000/-

For extension of time of completion for part of the said period proportionate amount of fine will be levied.

10. Termination of Contract: The present system of risk and cost termination will continue.

11. Additional Performance Guarantee

The contractor who quote low rates will remit performance guarantee with a view to curb the tendency to quote low rates and execute the works unsatisfactorily.

a) If the quoted rate for a work is below 50% it will be rejected.

b) The contractor who quotes rates below Estimate Rate will have to deposit an amount equal to the difference in cost of unbalanced amount in addition to the normal Performance guarantee (Security Deposit)

12. Time for executing agreements

Execution of agreements for works will be made with the time limit prescribed as follows:-

- a) Time allowed for executing agreement with out fine will be 14 days from the date of acceptance of tenders.
- b) Further time of 10 days shall be allowed to execute agreement by realising a fine of 1% of the PAC subject to a minimum of Rs.1000 and maximum of Rs.25000/-
- c) Tenders will be rejected if agreement is not executed within 24 days and work will be awarded to the next lowest tender as stipulated.

Signature of Tenderer

Date:

CONTRACTOR

MD
CAPEX

FORM OF NOMINATION

I do here by
nominate and authorize
Sri/Smt..... son of
..... aged years of
..... house village
..... taluk District, residing at
..... to receive all or any sums found due to me under the terms
of contract Agreement No and details of contract
..... in the event of my death before the amount
has payable of having become payable but has not been paid.

Signature :

Name :

Address :

CAPEX
FORM OF TENDER

Name of work :-
Construction of new rest room at Navaikulam Capex factory .

To

Sir,

I/We do hereby tender execute the works enumerated in the Schedule accompany in accordance with the terms in your tender notification dated and specifications and conditions of contract in force in CAPEX.

- 1) Copy of the specifications duly signed in also enclosed.
- 2) I/We further agree to complete the whole work in weeks/ months from the date of receipt of order to start work, and maintain the minimum rate of progress specified in the tender schedule.
- 3) I/We do / to not agree to accept and carry out such portions of work include in my/our tender as may be allotted to me, us if the work be not given to me/us.
- 4) I/We do/ to not agree to accept and carry out such portions of work include in my/our tender as may be allotted to me, us if the work be not given to me/us.
- 5) In consideration of I/We being registered as a contractor in CAPEX and invited to tender, I/We agree to keep the tender open for acceptance..... days from the due of submission thereof and not make my modifications in its terms and conditions which are not acceptable to the CAPEX.

Address :

In the presence of witness:

1) Name :

Address :

Signature :

2) Name :

Address :

Signature :

As sum of Rs.10,600/- is here by remitted through online along with tender as earnest money I/we fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the CAPEX.

OR

If after the tender is accepted, I/We fail to execute the agreement as provided in clause 11 of tender notification or to commence the execution of the works as provided in the conditions. I/We agree that CAPEX without prejudice to any other right of remedy, me at liberty to fore it the said earnest money absolutely.

Yours faithfully
(Usual Signature of Tenderer)

Full Name:

Nationality :

Place of Residence:

- Acc 1. Tender scheme
2. Earnest money Rs.10,600/- and Tender fee Rs.1010/- through online
 3. Signed copy of specification
 4. Signed copy of Plan

“Conditional tenders will be summarily rejected and EMD forfeited. Also each tenderer shall furnish a certificate to the effect that no conditions are enclosed along with the tender.

TENDERER

MD
CAPEX

CERTIFICATE

This is to certify that following conditions are enclosed with the tender.

TENDERER

SPECIAL CONDITIONS

1. If there is any contradiction between the conditions in notice inviting tenders and the printed agreement form and the other conditions given below then the conditions given in the special conditions will prevail.
2. The tender shall examine closely, the C.P.W.D, its addenda volume and also the standard preliminary specification, conditions there in taken of he shall sign a certificate in the form attached to the tender document
3. The tenderer shall study carefully the drawings and specifications which will form the part of the agreement, to be entered by the tenderer.A. The contractor shall take out license under the explosive rule 1940, the subsequent amendment. Whatever gunpowder and gelignite and other blasting materials are requited by him for blasting.
4. The rate quoted shall be inclusive of GST, income tax and any other applicable by Government of Kerala & Central Government.
5. The CAPEX reserves the right to aband the work at any stage if finds such course necessary and the contractor will be paid only for the finished items of work.
6. The materials should be stacked as per the standard profile current in the CAPEX.
7. All sums found due to CAPEX or by virtue of the present contract shall be recoverable from the security furnished by the contractor and if the sum is found insufficient such deficit amount shall be recoverable under the provisions of the revenue recovery act for the dem of being in force as through the same where arrivers of revenue or in and other manner as the CAPEX deemed fit.
8. If the contractor is hindered in the execution of this work so as to necessitate and extension of time allowed for his completion, he shall apply in writing to The MD who shall if reasonable ground be shown authorize such extension of time, if any as may in his opinion be necessary and without such written authority of The MD the contractor shall not exempt from the damages livable. If the work or any part or parts there of be not completed within the prescribed time. The date fixed by The MD for the commencement and completion of works entered in his agreement shall be strictly observed by the contractor, he shall pay damage at the rate of (1%) one percentage, on the estimated value of the contract for every day not exceeding 5 days that the work remains uncommenced or unfinished after the proper date. Any further to ensure good progress during the execution of the works the contractor shall be bound unless the contract provide otherwise in all cases in which time allow for a work exceeds one month to complete one forth of the old work to be done when one half of time has elapsed and Three forth of the

work when the three fourth of the time has elapsed and the penalty for the failure in either of these cases shall like wise be that the Contractor shall be subject to pay daily damage at the rate of (1%) one percentage on the estimated value of the amount of work that should be complete by that time provided always that the entire amount of damages to be paid under the provisions of this clause shall not exceed in the whole the amount of retention plus the Security deposit. All damages payable under the provisions of this clause or of clause 14 shall be considered as liquidated damages to be applied to the use of the CAPEX without reference to the actual loss sustained owing to the delay.

9. The contractor is bound to carryout all excess over the above agreed quantities as directed by the CAPEX Engineer such excess will be paid for at the agreed rates.
10. The date fixed by the CAPEX for the commencement and the contractor as entered in the agreement shall strictly observe completion of the work and proportionate progress shall be maintained.
11. Only contractor of the particular class who have registration as per revised rule and who have deposited the required earnest money will be allowed to tender of the work.
12. L.S. item will be paid for only as per actuals on Labour and Materials and will be limited to the agreed L.S.
13. If the CAPEX undertakes to supply to the controlled materials no claim for extra payment on account of delay in the supply of these materials will be entertained.
14. For departmental materials other 'than those mentioned in the tender notice if issued to the Contractor the recovery will be effected at book value or current market value whichever is higher plus 20% storage value.
15. When blasted rubble is not required to be stacked, stacking charges will be recovered at the current date rate plus profit in force plus or minus tender difference.
16. The percentage deduction made from the bills which are held as a additional Security will be released by the officer competent to pass the final bill at his discretion, after the successful completion of the work retaining only such amount as he may consider necessary to cover the liabilities, if any of the contractor (G.O (p) 95/PWdid 19/06/1969).
17. The Contractor is bound to carry out items of work which are not included in the tender schedule and Agreement but which but which are found necessary for the proper completion of works during execution. The rate for such extra items shall be arrived at by applying the prevailing market rate.
18. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriation by the CAPEX and not off against any claim of The MD or the payment of a sum of money arising out of our under any other contract may by Contractor with the CAPEX.

19. The contractor will have to make his arrangements for forming approach road etc to the site of work at his own cost. No claims of any change on there accounts shall be payable by the CAPEX.
20. The contractor will have to make his arrangements for laying the track wherever necessary at his own cost. No claims of any change on there accounts shall be payable by the CAPEX. The contractor will have to make his own arrangements for water and electricity to the site of work at his own cost.
21. The stores of the various size mentioned in the agreement schedule shall be stacked separately based on the size classification to the extent of the quantity fixed on percentage basis in the agreement schedule.
22. The CAPEX engineer shall also have the power to measure up the work of the Contractor and to take such part there of as shall be unexecuted out of hands and to give it to another contractor to complete in which case any expense which may be in current in excess of the sum which would have been paid to the original contractor if the whole work has been executed by him (of the amount of which excess the certificate in writing of the CAPEX engineer shall be final conclusive) be home and paid by the original contractor and may be deducted from any money due to him by CAPEX under the contractor.
23. The contractor shall clear all debris from the site and dump the same at convenient places as pointed out by Technical Supervisor/ Capex Official. It will be the responsibility of the contractor to obtain necessary land for stacking materials for the proper execution of work.
24. When the percentage noted in words differ from that noted in figures, only the lessor of such entries will be taken into consideration in tabulation and for accepting the tender.
25. If contractor does not make any demand for arbitration in respect of any claim in writing within 90 days of receiving the intimation from the CAPEX that bill is ready for payment the claim of the contractor will be demand to have been waived and absolutely barred and the CAPEX shall be discharges and released of all liabilities under the contract in respect of those claims.
26. Income tax will be recovered from the bill amount as per rule, if the estimated cost of work exceeds Rs.5000/-.
27. Provided however that no dispute or difference shall be referred to arbitration until and unless the contractor claim in respect of such dispute or difference has been rejected by the officer or authority next superior to the officer who has signed this agreement on behalf of The MD or unless a period of sixty days has elapsed from the date on which the contractor's claim has been received by such officer or authority and no decision has been communicated to the contractor within the said period of sixty days.

Provided further that no reference to arbitration shall made from the expiry of the period of three months from the date on which the dispute or difference arose, the said date being reckoned as the date on which the contractor's claim was rejected under the preceding provisions or the date of expiry of sixty days referred to in the preceding provision and if no reference to arbitration has been made by the contractor within such period, any claim before any authority whatsoever in respect of any dispute or difference

under this agreement shall be deemed to have been totally sailed and shall cease absolutely and for ever.

28. **WORKMEN'S COMPENSATION**

The contractor should be solely responsible for the safety of his laborers and the employees engaged on the work and pay compensation if any when required as per workmen's compensation act in force.

29. **FAIR WAGE CLAUSE**

1. The contractor shall pay not less than fair wages to laborers employed by him for the work. Fair wage means wages for the provision for contract at the time of inviting tenders for the work and whether such wages prescribed by the CAPEX.
 2. The contractor shall notwithstanding the provision of any contract to the contrary cause to be paid a fair wage to the laborers indirectly engaged on the work including any labour engaged by his sub contractors in connection with the said work as if the laborers has been immediately employed by him.
 3. The CAPEX Technical Supervisor shall have the right to deduct from the moneys due to the contractor any required or intimate to be required for making good the loss suffered by worker, by reason non fulfillment of the conditions of contract for the benefit of workers non payment of wages or wages or deductions of contract made from his or their wages are not justified by their terms of the contractor non observance of regulations.
 4. The regulations aforesaid shall be deemed to be part of this contract and any breach thereof shall be breach of this contract.
30. Indian standard specification shall be followed in cost of all the materials used, the workmanship and other conditions and requirements of the contract.
31. The contractor shall before commencement of the work submit a progress schedule indicating the date of start, monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him. In case it is subsequently found necessary to alternate the schedule in co-operating necessary modifications the same shall be got approved by competent authority.
32. Any defects shrinkage or other faults which may appear within 12 months from the completion of the work shall be made good by contractor at his own cost unless the Technical Supervisor in charges of the work for reasons to be recorded in writing decides that they may be paid for.

CONTRACTOR

Managing Director

DECLARATION

1. I hereby declare that I have examined closely the copy of the C.P.W.D. kept in the office and agree to abide by the stipulations therein.
2. I hereby declare that I have examined closely the form (notice inviting tenders and tenders forms) and the special conditions current in the department and agree to abide by the stipulations therein.

CONTRACTOR

ANNEXURE AGREEMENT

**AGREEMENT TO ACCOMPANY IN STAMP PAPER TO THE VALUE OF
Rs.200/ ALONG WITH THE BID.**

Article of agreement executed on this thedays
of Two thousand
and.....between

The CAPEX acting through..... (H.E. The designation of the
officer who has invited this tender
.....

(here after referred to as the capex) of the one part and
Shri.....

(H.E. Name address of the tenderer) herein after referred as “the bounden of the other part.)

Whereas in response to the invitation for tenders, contained in notification no
.....Datedinviting tenders the bounden has submitted to
the CAPEX a tender for
the.....
specified there in subject to the terms and conditions contained in the said tender.

Where as the bounden has also deposited with the CAPEX a sum of
Rs..... (Rupees.....) as
earnest money for execution of an agreement under taking the due fulfillment of the contract in
case his tender is accepted by the CAPEX.

**NOW THESE PRESENTS WITNESS AND IT IS HEREBY
MUTUALLY AGREED AS FOLLOWS**

1. In case the tender submitted by the boundaries accepted by the CAPEX and the contract for
.....is awarded to the bounden the bounden, shall
within 5 days of acceptance of his tender execute an agreement with the CAPEX
incorporating all the terms and conditions under which the accept his tender.
2. In case the bounden foils to execute the agreement as aforesaid incorporating the terms and
conditions governing the contract, the CAPEX shall have power and authority to recover
from the bounden any loss of damage caused to the trust by such breach as may be
determined by the trust 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 and also in the manager hereinafter
contained.

3. All sums found due to the CAPEX under by virtue of this agreement shall be recoverable from the bounden and his properties, movable , and immovable and the provision of the Revenue recovery Act for the time being the force as though such sums are arrears of land Revenue and also in such other manner as the CAEX may deem fit.

In witnesses where of Shri..... (H.E. Name and designation)
for and on behalf of the CAPEX and Shri the bounden
have here up to set their names that day and year shown against their respective signatures.

Signed by Shri.....

(Date)

NAME OF WORK : Construction of toilet and flooring work of godown

QUOTED RATE OF THE CONTRACTOR

The rate of the contract should be quoted only in BOQ (Financial Bid) separately, which is available online. No rate should be quoted in this Technical Bid.

CONTRACTOR

The Managing Director
CAPEX
Kollam

