

# **CO-OPERATIVE ACADEMY OF PROFESSIONAL EDUCATION (CAPE)**

**1<sup>st</sup> floor, COBANK Towers, Vikas Bhavan P.O. Trivandrum – 695 033**

**Tel : 0471-2316236, 2317696**



## **COLLAGE OF ENGINEERING VADAKARA**

**KURUNTHODI, MANDARATHUR (P.O), VADAKARA, KOZHIKODE – 673105**

**PHONE: 0496-2536125, 2537225 FAX: 04962537345**

### **TENDER DOCUMENT**

**Tender no : CEV/W-649(01)/2024-25**

**Name of work : Construction of biogas plant in ladies hostel at College of Engineering Vadakara**

## GENERAL

- 1.1.1 The Principal College of Engineering Vadakara invites bids from contractors by the undersigned from competent, experienced and technically & financially sound contractors/firms who fulfill the eligibility criteria.
- 1.1.2 All communications shall be addressed to the Principal, College of Engineering Vadakara in the following address College of Engineering Vadakara, Kurunthodi, Mandarathur (PO), Vadakara, Kozhikode, 673105
- 1.1.3 The bid invited shall be of percentage rate contract
- 1.1.4 A Bidder/ contractor shall satisfactorily completed one work of similar nature within the last one year in a single contract as prime contractor.
- 1.1.5 Ineligible bidder 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
- 1.1.6 A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.
- 1.1.7 All prospective bidders are expected to see all information regarding submission of bid for the Work published in the college website during the period from the date of publication of NIT for the Work and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage

Principal  
College of Engineering Vadakara

## II- DETAILS OF TENDER

**Name of Work: Construction of biogas plant in ladies hostel at College of Engineering Vadakara.**

Competitive tenders in quoting percent rate are hereby invited by Principal College of Engineering Vadakara for the above-referred work.

1. The contract documents consisting of Technical specification, Bills of Quantities to be duly signed on every page by the bidder shall be submitted to the Principal.
2. The time allowed for the work is 45 days from the date of execution of agreement.
3. The tender shall be accompanied by registration cost of Rs.666/+ GST, -and Earnest Money deposit for Rs.8400/- in the form of Demand Draft drawn on any Nationalized Bank/ State Co-operative Bank in favour of Principal , College of Engineering Vadakara.
4. The successful tenderer shall furnish a security deposit calculated at 5 percent of the Accepted PAC in the form of DD drawn on any Nationalized Bank/State Co-operative Bank in favour of the Principal , College of Engineering Vadakara.
5. The Tenderer shall submit his tender only after carefully examining the whole tender documents and the conditions thereof.
6. This notice, the conditions of tender and the duly completed form of tender will inter alia form part of the agreement to be executed by the tenderer with the Principal.

**Principal  
College of Engineering Vadakara.**

- Note :*
1. *Detailed notice inviting tender deemed as part of Contract and agreement.*
  2. *Guarantee period of the work is 12months from the date of completion .*
  3. *Defects if any noticed within the guarantee period from the date of completion will be got rectified by the Contractor at his own cost.*

### III- FORM OF COVERING LETTER

To

Principal  
College of Engineering Vadakara  
Kurunthodi, Mandarathur (PO),  
Vadakara, Kozhikode 673105

Sub: Construction of biogas plant at College of Engineering Vadakara.

Sir,

1. Having examined the above tender details along with the specifications relating to the above subject work and the general conditions therein referred to, we hereby offer to carry out the work described in the said specification and general conditions for the sums and percentage rates quoted in the tender submitted herewith.
2. I/We hereby undertake to complete the work envisaged in accordance with contract conditions within the time specified in the tender.
3. I/We hereby guarantee the accuracy and correctness of particulars entered into the tender submitted by me/us.

Signature of Tenderer

(Name, Title and Position):

Address:

## A- TECHNICAL BID

Sealed Percentage rate quoting tenders are invited on behalf of Co-operative Academy of Professional Education (CAPE) (THE OWNER) for construction of biogas plant from eligible Contractors or government approved accredited agencies in waste management sector for executing this work. The details of contract together with the estimate cost are given under

- 1.01 Eligibility criteria: The tenderer should have valid Registration certificate or government approved accredited agencies in waste management sector.
- 1.02 The general information on the project may be found from the bidding document. The information is only indicative. The tenderers must visit the site and familiarize themselves with the site conditions, nature of substrata, availability of construction materials, etc., before quoting. The drawings, conditions of contract, schedule of quantities and the specifications may be carefully studied before they offer their prices. No claims for extra compensation over and above the quoted rates will be entertained by THE OWNER on the ground that the tenderer have misjudged site conditions, nature of substrata, tender conditions or any item of tender. The tender documents will be available from the website of College of Engineering Vadakara ie [www.cev.ac.in](http://www.cev.ac.in) from 25.09.2024.
- 1.03 The priced tender documents signed and complete **in all respects** shall be forwarded so that it reaches the office of the Principal College of Engineering Vadakara on or before .12 pm on 08.10.2024. Any tender received after the due time on this date will be summarily rejected. It may be noted that separate Submission of details, explanatory notes, any relevant documents etc. will not be entrained.
- 1.04 Tender should be submitted in a sealed cover enclosing following
1. Registration cost in the form of DD as specified
  2. Earnest Money Deposit in the form DD as specified
  3. Tender documents – Technical Bid
  4. Preliminary agreement duly filled in stamp paper worth Rs.200/-
  - 5 Duly signed and stamped Price Bid only, without any conditions.
  - 6 Schedule of Quantities with percentage quoted duly filled and signed on each page and stamped by the tenderer. ie quoted tender schedule.
- 1.05.
01. Bid cover will be opened in the presence of tenderers or their authorized representatives who are present at 1.00 pm on .8.10.2024 at College office.

THE OWNER reserves the right to reject any bid without assigning any reasons. Non-submission of documentary evidence will lead to rejection of tender.

02. Subject to THE Owner's right to accept any tender and reject any or all tenders; the work will be awarded to the tenderer whose bid has been determined to be substantially responsive to the tender documents and who has offered the lowest Evaluated Tender Price provided further that the tenderer has the capability and resources to carry out the contract effectively.
- .03 Prior to the expiry of the period of validity of the tender THE OWNER will notify the successful tenderers in writing their name the sum which THE OWNER will pay to the contractor in consideration of the execution, completion, operation, defect maintenance and guarantee of the work by the contractor as specified by the contract (hereinafter called the contract price). This letter of acceptance will constitute the formation of a contract.
- .04 The tenderer shall make a security deposit as given in clause 1.11 of this notice and furnish the same for the proper fulfillment of the contract and shall execute an agreement for the work in required non-judicial stamp paper in the format given as "Articles of Agreement" within 10 days from the date of award of communication (selection notice). Further time of 10 days shall be allowed to execute agreement on realizing a fine of 1% of the PAC subject to minimum of Rs.500/- and maximum of Rs.15,000/-. The tenders will be rejected if agreement is not executed with in 30 days and work will be awarded to the next lowest tenderer as per rules.
- .05 If the tenderer fails to execute the agreement as stated above within the specified period, the earnest money deposit shall be forfeited to THE OWNER and the work will be arranged through the 2<sup>nd</sup> lowest tenderer or retendered.
- 06 Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions are susceptible shall be rejected.
07. The rate quoted as percentage rate will deemed to include the cost of all materials, labour, hire charges for all machinery, cost of fuel, power, all leads and lifts, taxes, levies, incidental charges all overheads contingencies, profits, etc.
- .08 If the tender is made by an individual, it shall be signed with his full name and his complete address shall be given. If it is made by partnership firm it shall be signed by the authorized signatory with name and seal of the firm.

**1.06 Instructions to applicant.**

- i. No costs incurred by bidders in making this offer in providing clarification on attending discussions or site visits will be reimbursed by the employer or Engineer
- ii. Incomplete offers will be rejected
- iii. The enclosed schedules should be filled in completely and all questions should be answered. If any particulars query is not relevant, it should be stated as not applicable.

- iv. If the offer is submitted by a bidder backed up by specialized sub contractors, the bidder and each of the sub contractors should fill in all the schedules completely. The responsibility of the contract is vested with the main bidder and the main bidder should be clearly identified and the extent of responsibility of each of the sub contractors should be defined.
- v. Financial rate, project value of work etc, should be given in equivalent Indian Rupees only.
- vi. For any clarification the Assistant Engineer (civil) of the college may be contacted.
- vii. If the application is made by a firm in partnership, it should be signed by all the partners of the firm, with their full name and current address or by a partner holding power of attorney for the firm by signing the application in which case a certified copy of the power of attorney shall accompany the application.
- viii. A certified copy of the partnership deed, current address of the firm and the full name and current address of the all the partners of the firm shall also accompany the application.
- ix. If the application is made by a limited company or a Ltd corporation, it shall be signed duly by authorized person holding the power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application of such Ltd Company or Corporation will be required to furnish satisfactory evidence of its existences before the contract is awarded.
- x. The language for submission of bid should be English.
- xi. To be eligible for award of contract, bidders shall provide evidence satisfactory to the employer not withstanding any previously conducted pre-qualification of potential bidders of their capability and adequacy of resource affectively to carry out the subject contract. To this and all bids submitted shall include the following information
  - a. Copies of original documents defining the constitution of legal status, place of registration and principal place of business of the company of firm or partnership there to constituting the bidder.
  - b. Details of the experience and past performance of the bidder of similar nature with in a past five years and details of current work in hand and other contractual commitment.
  - c. Major items of construction equipment of key personnel proposed for use in carrying out contract in the form prescribed in schedule – E.
  - d. The qualification and experience of key personnel proposed for administration and execution of the contract in the form at prescribed in schedule- D1.
  - e. Proposal for subcontracting elements of the works amounting to more than 10% of the tender amount for each element may be furnished.

The applicant is expected to visit at the project site before submitting the tender. While submitting the schedule duly filled up the applicant shall enclose latest copies of brochures and technical documentation giving more information about the firm. The owner reserves the right to reject any of all pre-qualification applications with out assigning any reason and the owner decision shall be hereinafter and binding.

## 1.07 EMD

- .01 Earnest Money Deposit is Rs. 8400/-. It shall be drawn in the form of demand draft from any Nationalized Bank or State Cop-operative Bank in favour of Principal ,College of Engineering , Vadakara.
- .02 E.M.D. of the unsuccessful tenders will be refunded without any interest on finalization of the contract with the successful Tenderer or on the expiry of the validity period whichever is earlier.
- .03 E.M.D. deposited with THE OWNER will be forfeited,
- i) if a bidder withdraws his bid during the period of validity specified.
  - ii) if the successful bidder fails within the time limit to sign the contract document or fails to furnish the required security deposit.

#### **1.08 SECURITY DEPOSIT**

- .01 The successful tenderer on receipt of the letter of acceptance will deposit an amount equal to 05% of the value of contract within 10 days from the date of award of work in the form of demand draft drawn on any Nationalized / State Co-operative Bank in favor of Principal College Of Engineering Vadakara.
- .02 The SECURITY DEPOSIT will be released to the contractor after expiry of the defects liability period of 6 months from the date of completion.

#### **1.09 RETENTION AMOUNT**

- .01 To allow of the guarantee fund being formed on the part of Academy, deduction of 10% from all payment to the contractor is to be made at the time of payment.
- .02 All kinds of deposits of E.M.D/ SECURITY DEPOSIT will not bear any interest whatsoever.

**1.10** Income-tax at the rate prevailing at the time of payment will be deducted from all kinds of bill payments.

**1.11** All statutory payments in connection with the employment of the workmen for this work will be recovered from the bill

- .02 The contractor is the employer of all the workers engaged for this work and should therefore take all required registrations and pay premium correctly to labour welfare funds constituted by the Union Government and State Governments from time to time.



**1.12** All statutory deductions (except GST )shall be made from the amount eligible to the contractor in each part bill at current rates. The deduction towards the work contract tax shall be as per the prevailing rates of State Government Sales Tax Rules. Any tax omitted, to be deducted in any part bill shall be deducted in the subsequent bills/final bill.

**1.13 PERIOD OF VALIDITY**

The tender shall remain valid for acceptance for a period of **two months** from the date of opening of the pre-qualification tenders. If any tenderer withdraws his tender before the said period or makes any modifications in terms and conditions of the tender, then *THE OWNER* has the liberty to forfeit the said Earnest Money Deposit.

**1.14 INSPECTION OF SITE**

Every tenderer must inspect the site of the proposed work and acquaint himself with the site conditions of substrata, approaches, availability of raw materials, geological and weather conditions, etc., before quoting his rates. He must go through all the drawings, specifications and other tender documents. Any further clarifications in the drawings and documents can be had from *THE OWNER* at the above-mentioned address.

**1.15 QUANTUM OF WORK**

.01 A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that *THE OWNER* do not accept any responsibility for the correctness or completeness of this schedule in respect of items and quantities and this schedule is liable to alteration by deletions during the execution as necessitated at site , deductions or additions at the discretion of *THE OWNER* without affecting the terms of the contract.

.02 *THE OWNER* reserves the right to increase or decrease the quantum of work at site without assigning any reason.

.03 Variations in the quantities put to tender will not be the basis of any claim or disputes. The rates agreed by the contractor shall hold good for any amount of variation in the quantities and no claims whatsoever will be entertained on this amount. The contractor shall carry out all works as directed by *THE OWNER* at the same agreed rates.

**1.16 ALL INCLUSIVE RATES**

The contractor's rate must be firm and include the cost of transportation of material to the site, all taxes and the fixing or placing in position for which the item of work is intended to be operated. The rates quoted by the contractor shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the contractor for any reasons whatsoever. It should be clearly understood that any claims for extra Sales Tax, Excise duty, construction tax or any additional tax, etc., shall not be entertained in any case whatsoever once the tenders are opened. No incidental charges will be paid other than the quoted rates for finished items

## **1.17 INTERPRETING SPECIFICATIONS**

.01 In interpreting the specifications, the following order or decreasing importance shall be followed:

- a. Specification mentioned in Schedule of Quantities
- b. Special conditions of contract,
- c. Unit Rate Specifications and Technical Specifications of CPWD
- d. Drawings

.02 Matters not covered by the specifications given in the contract, as a whole shall be covered by the relevant Indian Standard Codes. If such codes on a particular subject have not been framed, the decision of THE OWNER shall be final.

1.18 No alterations shall be made by the tenderer in the Notice Inviting Tender, Instructions to the contractors, Contract form, conditions of the contract, special conditions, drawings and specifications and if any such alterations are made or any conditions attached, the tender is liable to be rejected.

### **1.19.**

01 The acceptance of a tender rests with the owner/ Authorized Representative of THE OWNER who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason(s) whatsoever.

.02 The owner /authorized representative of THE OWNER reserves the right of accepting the whole or any of the tenders received and the tenderer shall be bound to perform the same at the rates quoted.

1.20 The work shall be carried out under the direction and supervision of THE OWNER/CONSULTANT or their representative at site. On acceptance of the tender, the contractor shall intimate the name of his accredited representative who would be supervising the construction and would be responsible for taking instructions for carrying out the work.

1.21 THE OWNER/Consultant's decision with regard to the quality of the material and workmanship will be final and binding; any material rejected shall be immediately removed by the contractor and replaced by materials as per specifications and standards.

### **1.22 SUB-LETTING**

No part of the contract shall be sublet without the written permission of THE OWNER nor shall transfers be made by the Power of Attorney authorizing others to carryout the work or received payment on behalf of the tenderer.

### **1.23 DEFECTS LIABILITY PERIOD**

Any defect developed within 'Defect Liability Period' of 12 months from the date of completion of work will have to be rectified by the contractor at their own cost

failing which the OWNER/CONSULTANT or their representative shall get the work done at the risk and cost of the contractor.

**1.24 DELAYS IN COMMENCEMENT**

The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause for such delays may be including delays in procuring Government Controlled or other materials.

**1.25 OCCUPATION IN PART**

If THE OWNER wants to occupy areas in part, the contractor shall complete the work of these areas in conjunction with THE OWNER and hand over the same to THE OWNER without affecting any of the clauses of contract agreement.

**1.26** The contractor should inspect the source of materials, their quality, quantity and availability. All materials must strictly comply with the relevant B.I.S. specifications.

**1.27** The contractor must co-operate and co-ordinate with other contractors involved in other works at the site.

The contractor should note that they shall have to clear the site of vegetation, debris, etc. before the commencement of the work. The contractor should also keep the premises clear during the execution for the inspection of the site

**1.28 PERIOD OF CONSTRUCTION**

Time is the essence of this contract. The construction period shall be **45 days**. For the period of completion, the Commencement of the work shall be considered from the date of execution of agreement. The contractor shall draw a detailed schedule of programme in the form of PERT CHART/ BAR CHART on whole work, within one week of award of work and submit to THE OWNER for their approval.

**1.29 Handing over the Site**

After executing the agreement the contractor or his authorized persons should take over the site from the Assistant Engineer within 7 days so as to commence the work.

**1.30 LIQUIDATED DAMAGES**

Liquidated Damages will be levied for every week of delay at the rate of 0.1% of the total contract value upto a maximum of 10% of the total contract value.

**1.31 CONTRACTOR'S STORE AND SITE OFFICE**

Suitable area in the site of work shall be allowed to the contractor at free of cost for constructing temporary structures for storing his tools and plants, materials, site office and cement Godown. However, the structure will be provided by him at his own expense and he will be solely responsible for guarding his property with requisite insurance against theft, fire, etc. The contractor however will have to dismantle the sheds and vacate the land of all debris, etc. at his own expense after

completion of work. The responsibility for safe custody of materials at work site and during transit will be vested with the contractor.

**1.32 . Quality control of work**

The contractor shall arrange the quality control test and the quality certificate shall be handover to the Assistant Engineer for confirmation. The Assistant Engineer and Project Engineer should certify the quality of the work done by the contractor while recommending the interim payment of the bills.

**1.33 MEASUREMENT AND BILLING**

- .01 The contractor or his representative shall accompany THE OWNER /CONSULTANT or their representative in taking measurements and shall agree to the measurements taken on spot. All necessary tapes shall be of steel and shall be supplied by the contractor. The contractor shall then present his bill based upon the agreed and recorded measurements and as per the directions of THE OWNER /CONSULTANT. If the contractor fails to accompany THE OWNER /CONSULTANT's representatives for measurements, then he shall be bound by the measurements taken by THE OWNER /CONSULTANT or their representative.
- .02. The contractor shall be allowed to raise bills only for more than 10% of contract amount in each bill.
- .03 Payments towards all interim bills will be made by THE OWNER within 30 days on presentation by the contractor.
- .04 Period of final measurement shall be one months from the time of completion of the project.

**1.34 EXTRA ITEMS**

- .01 Any item of work that do not find a place in the schedule of quantities, in the original tender or in the accepted tender or contract as has been directed by THE OWNER /CONSULTANT to execute is deemed as an extra item of work. All such works that are necessary to be carried out under the direction of THE OWNER /CONSULTANT shall be carried out by the contractor. No such variation will violate the Contract.
- .02 Extra items of work thus carried out by the contractor will be paid at the rates worked out by THE OWNER /CONSULTANT in the following manner.
- .03 In the case of all extra items whether additional, altered or substituted, if accepted rates for identical items are provided for in the contract such rates shall be applicable.
- .04 In the case of extra items whether altered or substituted, for which similar items exists in the contract, the rates shall be derived from the original item by appropriate adjustment of cost of affected components with reference to the departmental estimated rates applied in deriving the rates for such items.
- .05 In the case of extra items, whether additional altered or substituted, for which the rates cannot be derived from similar items in the contract, and only partly from the schedules of rates, the rates for such part of items not covered in the schedule of rates shall be determined by THE OWNER/CONSULTANT on the basis of the prevailing market rates giving due consideration to the analysis of the rate furnished by the

contractor with supporting document including contractor's profit and over head. Tender Excess will not be admissible for market rate components.

.06 In the case of extra item whether additional, altered, substituted, for which the rates cannot be derived either from similar items of work in the contract or from the departmental schedule or rates, the contractor shall within 14 days of the receipt of order to carry out the said extra item of work, communicate to the Engineer the rate which he proposes to claim for the item, supported by analysis of the rate claimed and THE OWNER shall be within one month thereafter, determines, the rate on the basis of the market rate giving due consideration to the rate claimed by the Contractor. Tender excess will not be admissible in such cases.

1.35 The contractor shall make his own arrangement for water and electricity required for the work. THE OWNER has no responsibility for the supply of either electricity or water for the work.

**Principal**

**Place: Vadakara**

**Date:**

#### IV-CONDITIONS OF CONTRACT

1. The CONTRACTOR shall make arrangement for obtaining electric connections if required and make necessary payments for the same as per rules
2. Other agencies doing works related with this project will also simultaneously execute the works and the CONTRACTOR shall afford necessary facilities for the same. The CONTRACTOR shall leave such necessary holes, openings etc, for laying/burying in the work of pipes, cable, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies. Conduits for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.
3.
  - (a) The building work will be carried out in the manner complying in all respects with the requirements of relevant bye-laws of the authorities under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra will be paid of this account.
  - (b) The work of water supply, internal sanitary installations and drainage work etc. shall be carried out as per the existing regulations and the CONTRACTOR shall produce necessary completion certificate from such authorities after completion of the work, if required.
  - (c) Water tanks, taps sanitary, water supply and drainage pipes, fitting and accessories should conform to specifications. The CONTRACTOR should engage licensed plumbers for the work and get the materials (fixtures/fittings) tested if required, by the authorities wherever required at his own cost.
4. The CONTRACTOR shall give a performance test of the installation(s) as per standing specification, before the work is finally accepted and nothing extra whatsoever shall be payable to the CONTRACTOR for the test.
5. Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been in built in the items and nothing extra shall be payable or extra cement considered in consumption on this account.
6. The CONTRACTOR shall furnish along with the tender his proposed methodology and program of construction in comprehensive manner of executing and completing the work with in the stipulated period. The program shall consist of the various components for each part of the work stipulated to be completed and a bar chart may be submitted in this connection.
7. The CONTRACTOR shall take instructions from the Engineer-in-Charge for stacking of materials in any place. No excavated earth or building materials shall be stacked on areas where other buildings, roads, services compound walls are to be constructed.
8. Construction labour shall not be permitted (except staff for watch and ward if permitted) to stay inside the campus. The CONTRACTOR has to arrange for necessary photo identity passes for the labour for entry in to the campus. The labour movement should be restricted to the areas where work is carried out.

9. Royalty at the prevalent rates shall have to be paid by the CONTRACTOR on all the metals, shingles, sand, etc., collected by him for the execution of the work direct to the Revenue authority or authorized agent of the State Government concerned.
10. The CONTRACTOR should construct proper mortar bands of lean mix for flooding with water & proper curing. In case of columns wet gunny bags shall be used for a period of two weeks.
11. Tenderers are advised to study the drawing before tendering.
12. Sample of all materials, fixtures, fittings like flooring tiles, wall tiles, doors, windows, sanitary fittings, roofing sheets etc, shall be got approved in advance from the Engineer-in-Charge before taking up the work.
13. The contractor should engage at his own cost atleast a diploma holder (Civil Engineering) for the proper execution and supervision of work costing upto 20 Lakh and one Engineering graduate and one diploma holder (Civil) for works costing above 20 Lakh and one Engineering graduate and two diploma holder for Pre-Qualification works and sufficient no. of skilled and unskilled labour according to the tenure of contract.

#### **TESTING OF MATERIAL**

The CONTRACTOR shall produce all the materials in advance so that there is sufficient time for testing and approving the material and clearance of the same before use at works. The contractor should arrange for the mandatory tests and the cost of the same has to be borne by him

**Pre-cast concrete cobbles for floor:** Concrete cobbles to be used in flooring shall be of hard, made out of 1:2:4 mix.

#### **SPECIAL CONDITIONS**

1. No plot rent shall be charged for materials stocked in the specified land during the course of construction with the prior approval the engineer provided all such materials are removed after the works are completed.
2. Royalty or charges due for use of private quarries and private land shall be paid by the CONTRACTOR.
3. No labour camps shall be permitted in side the Site. Workers should be made to confine themselves to the work areas and should not wander in to the near by areas / buildings/ forests.
4. If night work is required to be carried out to fulfill the agreed rate of progress, all arrangement shall be made by the CONTRACTOR inclusive of lighting the area, necessary charges has to be paid to the concerned authority for power utilization and necessary safety measures are taken.
5. The works shall be carried as per specifications and as per best Engineering practice.
6. No variations from, additions to and omissions from in the items of work shall vitiate the contract. All such variations, additions, substitutions etc shall be decided as per the terms of the contract agreement.
7. Child Labour is strictly prohibited in the work.
8. **Water and Electricity:**

The Contractor shall have to make his own arrangement at his own cost for adequate supply of water and for electric power that may be required for in connection with the works.

9. The work shall be carried out with least hindrance to the adjoining building and offices and the CONTRACTORS will be responsible for any damages, caused to the existing fixtures, electric fitting, etc. in the course of execution and the CONTRACTOR shall make good any such, damages without any claim for extra.
10. The debris / construction waste and other waste generated from the work spot should not be thrown inside the site. All waste material should be taken out of the site or should be dumped at a place earmarked by the Engineer in charge.
11. All construction material should be stored only at places earmarked by the engineer in charge. Material like cement, aggregate, steel etc should not be stored in buildings that are in use. If any material stored in un-authorized location the same shall got removed at the cost of CONTRACTOR.

### **Recovery from the CONTRACTOR**

Without prejudice to the other rights of THE OWNER against the CONTRACTOR in respect of such default, HE OWNER shall be entitled to deduct from any sums payable to the CONTRACTOR the amount of any damages, compensation costs, charges and other expenses paid by the Owner and which are payable by the CONTRACTOR under this clause.

### **Delay, Compensation for Delay and Extension of Time**

Time is the essence of this contract and CONTRACTOR shall complete the Work in all respects as per the contract within the date/period of completion specified. Should the CONTRACTOR feel that he will not be able to complete the work in time, he may apply for extension of Time to the Owner along with reasons and justifications there to for delays, if any.

If the contractor fails to execute the work within agreed /extended period as per the specification agreed, THE OWNER will arrange the balance through other agencies at risk and cost of the contractor.

If in the opinion and absolute discretion of THE OWNER. whose decision shall be final, conclusive and binding, the work is delayed on account of valid reasons not within the control of the CONTRACTOR; THE OWNER shall make a fair and reasonable Extension of Time for completion of the Contract subject to agreement condition and supplemental agreement for the same to be executed. The CONTRACTOR shall not make any claim for compensation or damage in relation thereto.

### **Arbitration**

No arbitration of any disputes on contracts will be allowed under any circumstances.

### **Law Governing the Contract**

The Indian laws shall govern this contract for the time being in force.

**2.13. Measurement:-** As per KPWD norms.

**2.14. Tolerance:-** As per KPWD norms



## SCHEDULE OF QUANTITIES

Name of work: Construction of biogas plant in ladies hostel at College of Engineering Vadamakara.					
ITEM NO	SPECIFICATION	QTY	RATE	UNIT	AMOUNT
1	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50m outside the periphery of the area cleared	180.00	14.87	Sqm	2676.60
2	Earth work in excavation by mechanical means (Hydraulic excavator) /manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift up to 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. All kinds of soil	70.643	298.80	Cum	21108.13
3	Extra for every additional lift 1.5 m or part there of in excavation / banking excavated or stacked materials. All kinds of soil	16.61	107.04	Cum	1778.00
4	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level:1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 40 nominal size)	1.765	6857.61	Cum	12103.68
5	Reinforced cement concrete work in walls (any thickness), including attached pilasters buttresses, plinth and string courses, fillets columns, pillars, piers, abutments, posts and struts etc. up to floor five level excluding cost of centering, shuttering, finishing and reinforcement :1:1.5:3( 1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	2.924	11022.71	Cum	32230.40
6	Steel reinforcement for R.C.C work including straightening, cutting, bending, placing in position and binding all complete upto plinth level Thermo - Mechanically Treated bars of grade Fe-500D or more	175.440	98.92	Kg	17354.52

7	Centering and shuttering including strutting, etc. and removal of form for: Suspended floors, roofs, landings, balconies and access platform	13.665	820.89	Sqm	11217.46
8	Reinforcement lining with CM 1:3, 12mm thick applied in two layer over 12.5mm chicken mesh	19.786	987.28	Sqm	19534.32
9	Brick work in plain arches in superstructure above plinth level and up to floor five level including centering and shuttering complete for span up to 6 metres with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in cement mortar 1:3 (1 cement: 3 coarse sand).	1.816	14631.69	Cum	26571.15
10	Brick work with common burnt clay F.P.S (non modular) bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:4 (1 cement : 4 coarse sand)	0.684	7552.50	Cum	5165.91
11	Solid block masonry using pre cast solid blocks (Factory made) of size 30x20x15 cm or nearest available size confirming to IS 2185 part I of 1979 for foundation and plinth with thickness 15cm in: CM 1:6 ( 1 cement :6 coarse sand) etc complete	7.238	6257.03	Cum	45288.38
12	12 mm cement plaster finished with a floating coat of neat cement of mix:1:3 ( 1 cement : 3 fine sand)	118.443	403.73	Sqm	47818.99
13	Extra for plastering :Spherical ceiling	44.668	158.20	Sqm	7066.48
14	Finishing walls with water proofing cement paint of required shade:New work (Two or more coats applied@ 3.84 kg/10 sqm)	35.766	108.06	Sqm	3864.87
15	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundation etc. in layers not exceeding 20 cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5 m.	42.272	260.19	Cum	10998.75
16	Providing and fixing PVC pipes including jointing of pipes with one step pvc solvent cement, trenching , refilling & testing of joints complete as per direction of Engineer in Charge. 150 mm dia 6 Kgf/cm <sup>2</sup>	6.00	904.71	M	5428.26
17	Providing and fixing PVC pipes includes joints of pipes with one step PVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. 110 mm dia 4 Kg/cm <sup>2</sup>	5.00	477.86	M	2389.30

18	Item Shifted to head 14 as item 14.74 Steel work welded in built up sections/framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works	10.00	155.13	Kg	1551.30
19	Providing and fixing G.I. pipes complete with G.I fittings including trenching and refilling etc. External work 32 mm dia nominal bore	15.00	502.99	M	7544.85
<b>TOTAL AMOUNT</b>					<b>281691.00</b>

### FINANCIAL BID

**Construction of biogas plant in ladies hostel at College of Engineering Vadakara.**

#### QUOTED RATE OF THE CONTRACTOR

I / We agree to undertake to execute the work

1. **At Estimate rate**
2. .... % **below**  
**estimate rates**
3. ....% **above**  
**estimate rates**

Dated signature of contractor:

Name :

Address :

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

**TO BE TYPED IN RS. 200/- KERALA STAMP PAPER**

**FORM OF PRELIMINARY AGREEMENT**

Preliminary agreement entered into on this..... day of..... between Principal College of Engineering Vadakara (po) (Hereinafter called the Client) and M/s.....

(Hereinafter called the 'Contractor') of the other part for the execution of the agreement as well as for the execution of the work of "digging of bore well and providing for open space in administration block at College of Engineering Vadakara". WHEREAS, The Principal invited tenders for work. vide notification No.CEV/W-649(01)/2024-25 dated 24.09.2024

Before commencing work or within 10 days after the date when the acceptance of the tender has been intimated to him, the tenderer shall deposit a sum sufficient to make up the balance of 5% percent of the probable value of contract which together with the amount of earnest money deposit shall be treated as security for the proper fulfillment of the same and shall execute an agreement for the work. If he fails to do this or in the case of contracts maintain a specified rate of progress to be specified in each case in the tender schedule, the earnest money and security deposit shall be forfeited to CAPE and fresh tenders shall be called for or the matter otherwise deposited off. It, as a result of such measures due to the default of the tenderer pay the requisite deposit, sign contracts or take possession of the work, any loss to the client, results the same will be recovered from him as arrears of revenue, but should it be a saving to CAPE, the original Contractor shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to the contractor on this or any other subsisting contracts or under the Revenue Recovery Act, or otherwise the client may decide.

NOW THEREFORE THESE PRESENTS WITNESS and it is mutually agrees as follows: -

1. The terms and conditions for the said contract having been stipulated in the said tender form to which the contractor agreed a copy of which is hereto appended which forms part of this agreement, it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extent to which they are abrogated or altered by express terms and conditions herein agreed to and in which respect the express provisions herein shall supersede those of the said tender form.
2. The contractor hereby agreed and undertake to perform and fulfill all the operations and obligations connected with the execution of the said contract work viz. - work of "construction of biogas plant at College of Engineering Vadakara ".

3. If the contractor does not come forward to execute the original agreement after the said work is awarded and selection notice issued in his favour or commits breach of any of the conditions of the contract as stipulated in the tender as quoted above within the period stipulated therein, the client may re-arrange the work otherwise or get it done by the Company at the risk and cost of the Contractor and the loss so sustained by the client can be realized from the Contractor under the Revenue Recovery Act as if arrears of land revenue as assessed, quantified and fixed by an adjudicating authority authorized by client in this behalf taking into consideration the prevailing rates and after giving arrears due not to the contractor. The decisions taken by such authority, Officer, or officers shall be final and conclusive and shall be binding. on the contractor
4. The contractor further agrees that any amount found due to the client under or by virtue of this agreement shall be recoverable from the contractor from his EMD and his properties, movable or immovable as arrears of land revenue under the provisions of the Revenue Recovery Act for the time being in force or in any other manner as the client may deem fit in this regard.

IN WITNESS WHEREOF Sri....., Principal , college of Engineering  
 Vadakara for and on behalf of CAPE and

Sri .....

the contractor has set their hands on the day and year first above written.

Signed by..... ( ) in the presence of  
 witnesses:-

- 1
- 2.

Signed and delivered by Sri. ....  
 ..... the Contractor in the presence of witnesses:-

