



No.PEC/BD/F. TEQIP (CSE Dept.)/2014/

Date:

**INVITATION FOR QUOTATIONS FOR CONSTRUCTION OF
CIVIL WORKS UNDER SHOPPING PROCEDURES**

To

1. M/s. Vasudevan & Co, No.9, 5th Cross, Teachers colony, R.K. Nagar, Moolakulam, Puducherry.
2. T. Sivakumar, No.43, St. Rosaria Street, Muthialpet, Puducherry
3. T. Moorthy, No.6, 31st cross, Avvai Nagar, Lawspet, Puducherry.
4. M/s. G.D. Builders, No.33, Ezhil Nagar, Main road, Puducherry.
5. Capt.M. Prathaban, No.41, 2nd cross street, Venkatta Nagar Puducherry.
6. M/s. Best Construction, No.19, 20, II Maria Theresa Street, Durithambi Garden, Reddiarpalayam, Puducherry.
7. S. Raman, No.3, Kannayiram Street, Pillaichavady, Puducherry.

Dear Sirs,

Sub : INVITATION FOR QUOTATIONS FOR **Improvement works to the Labs and conversion of existing Toilet room into Student's Council room at ECE Department in the PEC campus PHASE-II OF CIVIL WORKS**

1. You are invited to submit your most competitive quotation for the following works:-

Brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion (In Days)
Improvement works to the Labs and conversion of existing Toilet room into Student's Council room at ECE Department in the PEC campus-Phase II of civil works	5,16,784/-	30

2. Government of India has received a credit from the International Development Association (IDA) in various currencies equivalent to US\$ **24300000000** towards the cost of the **Technical Education Quality Improvement Programme[TEQIP]-Phase II** Project and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this invitation for quotations is issued.

3. The TEQIP Project in Puducherry state is being implemented by Pondicherry Engineering College, which is an autonomous society registered under the Societies Registration Act.
4. To assist you in the preparation of your quotation, we are enclosing the following:
 - i. Layout Drawings of the works;
 - ii. Structural Details;
 - iii. Detailed Bill of Quantities;
 - iv. Technical Specifications;
 - v. Instructions to Bidders (in two sections).
 - vi. Draft Contract Agreement format, which will be used for finalizing the agreement for this Contract.
5. You are requested to provide your offer latest by **16:00 hrs. on 02-June-2014**
6. Quotations will be opened in the presence of Bidders or their representatives who choose to attend at **16:00 hrs. on 02-June-2014** in the office of Principal, Pondicherry Engineering College, Puducherry-14.
7. We look forward to receiving your quotations and thank you for your interest in this project.

Principal
Pondicherry Engineering College,
Puducherry
Tel.No.0413 2655214,
Fax No.**0413 2655101**

Instructions to Bidders

SECTION - A

1. Scope of Works

The Principal, Pondicherry Engineering College, Puducherry-14, invites quotations for the construction of works as detailed in the table given below

Brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion (In Days)
Improvement works to the Labs and conversion of existing Toilet room into Student's Council room at ECE Department in the PEC campus	5,16,784/-	30

The successful bidder will be expected to complete the works by the intended completion date specified above.

2. **Qualification of the bidder:** The bidder shall provide qualification information which shall include:-

- (a) Total monetary value of construction works performed for each year of the last 3 years;
- (b) Income tax clearance certificate from the concerned IT circle;
- (c) Report on his financial standing; and
- (d) Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount in each case.
- (e) Enlisted with PWD Puducherry or other Govt. undertaking.

3. **To qualify for award of the contract the bidder:-**

- (a) should have satisfactorily completed as a prime contractor at least ONE similar work of value not less than Rs. 5,00,000 in the last three years;
- (b) should possess required valid license for executing the water supply/sanitary works (in the event of the works being sub-contracted, the sub-contractor should have the necessary license);

4. **Bid Price**

- a) The contract shall be for the whole works as described in the Bill of quantities, drawings and technical specifications. Corrections, if any, shall be made by crossing out, initialling, dating and re writing.
- b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The rates should be quoted in Indian Rupees only.

5. Submission of Quotations

- 5.1** The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.
- 5.2** Each bidder shall submit only one quotation.
- 5.3** The quotation submitted by the bidder shall comprise the following :-
- (a) Quotation in the format given in Section **B**.
 - (b) Signed Bill of Quantities ; and
 - (c) Qualification information form given in Section B duly completed.
- 5.4** The bidder shall seal the quotation in an envelope addressed to the Principal, Pondicherry Engineering College, Puducherry-14.

The envelope will also bear the following identification:-

1. Quotation for Improvement works to the Labs and conversion of existing Toilet room into Student's Council room at ECE Department in the PEC campus PHASE-II OF CIVIL WORKS (Name of the Contract)

2. Do not open before 16:00 hrs. on 02-June-2014 (time and date of quotation opening).

- 5.5** Quotations must be received in the office of the Principal, **Pondicherry Engineering College, Puducherry** (Employer) not later than the time and date given in the letter of invitation. If the specified date is declared a holiday, quotations shall be received upto the appointed time on the next working day.
- 5.6** Any quotation received by the Principal, **Pondicherry Engineering College, Puducherry**, (Employer) after the deadline for submission of quotations will be rejected and returned unopened to the bidder.

6. Validity of Quotation

Quotation shall remain valid for a period not less than 30 days after the deadline date specified for submission.

7. Opening of Quotations

Quotations will be opened in the presence of bidders or their representatives who choose to attend on the date and time and at the place specified in the letter of invitation.

- 8.** Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

9. Evaluation of Quotations

The Employer will evaluate and compare the quotations determined to be substantially responsive i.e. which

- (a) meet the qualification criteria specified in clause 3 above;
- (b) are properly signed ; and
- (c) conform to the terms and conditions, specifications and drawings without material deviations.

10. Award of contract

The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

10.1 Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

10.2 The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

11. Performance Security

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the **Principal, Pondicherry Engineering College, Puducherry** (Employer) the performance security (either a bank guarantee or a bank draft in favour of the Employer) for an amount equivalent of 5 % of the contract price. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in clause 12.

12. Period of Maintenance :

The “Period of Maintenance” for the work is 12 (twelve) months from the date of taking over possession or one full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

13. Purchase of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor.

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SECTION - B

- 1. Format for Qualification Information.**
- 2. Format for Submission of Quotation.**
- 3. Format of Letter of Acceptance.**

QUALIFICATION INFORMATION

1 For Individual Bidders

1.1 Principal place of business: _____

Power of attorney of signatory of Quotation.
[Attach copy]

1.2 Total value of Civil Engineering construction work performed in the last three years (in Rs. Lakhs)

	2k_____	_____
	2k_____	_____
	2k_____	_____

1.3 Work performed as prime contractor (in the same name) on works of a similar nature over the last three years.

Project Name	Name of Employer	Description of work	Contract No.	Value of contract (Rs. Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay and work completed

Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Value of Contract (Rs. Lakh)	Stipulated period of completion	Value of works* remaining to be completed (Rs. Lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)

* Enclose a certificate from Engineer concerned.

1.4 Proposed subcontracts and firms involved.

Sections of the works	Value of Sub-contract	Sub-contractor (name & address)	Experience in similar work
*	*	*	*
*	*	*	*
*	*	*	*
	*	*	
	*	*	

1.5 Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.6 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.7 Information on litigation history in which the Bidder is involved.

Other party (ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status

QUOTATION

*Description of the Works:

To:

Subject : Improvement works to the Labs and conversion of existing Toilet room into Student's Council room at ECE Department in the PEC campus

Reference : Letter No.....dated.....from.....

Sir,

We offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith at percentage above / below the estimated rates, i.e., for a total Contract Price of -

Rs.** _____ [in figures]

Rs. _____ [in words].

This quotation and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We hereby confirm that this quotation is valid for 30 days as required in Clause 6 of the Instructions to Bidders.

Yours faithfully,

Authorized Signature : _____ Date: _____

Name & Title of Signatory : _____

Name of Bidder : _____

Address : _____

* To be filled in by the Employer before issue of the Letter of Invitation.

** To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.

**LETTER OF ACCEPTANCE
CUM NOTICE TO PROCEED WITH THE WORK**

(LETTERHEAD OF THE EMPLOYER)

Dated : _____

[Name and address of the Contractor]

To : _____

Dear Sirs,

This is to notify you that your Quotation dated _____ for execution of the Improvement works to the Labs and conversion of existing Toilet room into Student's Council room at ECE Department in the PEC campus –PHASE-II OF CIVIL WORKS for the contract price of Rupees _____ [amount in words and figures], is hereby accepted by us.

You are hereby requested to furnish performance security for an amount of Rs. _____ (equivalent to 5 % of the contract price) within 15 days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Bank draft in favour of(Employer) shall be valid till the expiry of the period of maintenance i.e. upto _____. Failure to furnish the Performance Security will entail cancellation of the award of contract.

You are also requested to sign the agreement form and proceed with the work not later than _____ under the instructions of the Engineer, _____ and ensure its completion within the contract period.

With the issuance of this acceptance letter and your furnishing the Performance Security, contract for the above said work stands concluded.

Yours faithfully,

**Authorized Signature
Name and title of Signatory**

Draft Agreement form for Construction through National Shopping

ARTICLES OF AGREEMENT

This deed of agreement is made in the form of agreement on, between The Principal, Pondicherry Engineering College, Puducherry – 14, or his authorized representative (hereinafter referred to as the first party) and (hereinafter referred to as the second party), to execute the work of **Improvement works to the Labs and conversion of existing Toilet room into Student's Council room at ECE Department in the PEC campus** (hereinafter referred to as works) on the following terms and conditions:

2. Cost of the Contract

The total cost of the works (hereinafter referred to as the "total cost" is Rs. 5,16,784/- as reflected in Annexure - A.

3.1 Payments under its contract:

Payments to the second party for the construction work will be released by the first party in the following manner:-

Satisfactory acceptance : 100% of total cost.

1. No advance payment shall be admitted in the normal course; 100% payment will be made only after satisfactorily completion of the work.
2. Normally complete payment will be made within a period of one to three weeks from the actual date of completion of work as certified by the Engineer-in-charge.
3. Bidder have to certify the any repair / default which occurs during the maintenance period at free of cost.
4. Legal disputes if any shall be subject to the jurisdiction of the Court of Law of Puducherry.

3.2 Payments will be made by the first party:

- (a) on the second party submitting a bill for an equivalent amount ;

4. Notice by Contractor to Engineer

The second party, on the works reaching each stage of construction, issue a notice to the first party or the Engineer nominated by the first party (who is responsible for supervising the contractor, administering the contract, certifying the payments due to the contractor, issuing and valuing variations to the contract, awarding extensions of time etc.), to visit the site for certification of stage completion. Within 15 days of the receipt of such notice, the first party or the engineer nominated by it, will ensure issue of stage completion certificate after due verification.

5. Completion time

The works should be completed in 30 days from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

6. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period :

- a. The first party does not give access to the site or a part thereof by the agreed period.
- b. The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
- c. Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
- d. Payments due to the second party are delayed without reason.
- e. Certification for stage completion of the work is delayed unreasonably.

7. Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ Rs.*0.07 per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 10% of the contract amount.

(*Note : The amount of liquidated damages per day should be determined at 0.07 % of the contract value of the works and indicated here).

8. Duties and responsibilities of the first party

8.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.

8.2 The first party shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works.

8.3 Possession of the site will be handed over to the second party within 10 days of signing of the agreement.

8.4 The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.

8.5 The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

9. Duties and responsibilities of the second party

9.1 The second party shall :

- a) take up the works and arrange for its completion within the time period stipulated in clause 5;
- b) employ suitable skilled persons to carry out the works ;
- c) regularly supervise and monitor the progress of work ;
- d) abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding building construction ;
- e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification :
- f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation ;
- g) keep the first party informed about the progress of work ;
- h) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party ; and
- i) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- f) Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).

10. Variations / Extra Items

The works shall be carried out by the second party in accordance with the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-

- a) The second party shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request before the Variation is ordered.
- b) If the quotation given by the second party is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

11. Securities

The Performance Security shall be provided to the Employer not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

12. Termination

- 12.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 12.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) the contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
 - (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - (d) the Contractor does not maintain a security which is required;
- 12.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 12.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

13. Payment upon Termination

- 13.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.
- 13.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

14. Dispute settlement

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Superintending Engineer, PWD to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

BILL OF QUANTITIES

The approximate bill of quantities is indicated below to give an idea of the work which should be executed in accordance with the approved drawings and specifications:

Name of work: : Improvement works to the Labs and conversion of existing Toilet room into Student's Council room at ECE Department in the PEC campus

Sl. No.	Code No.	Description of Items	Qty.	Rate (in figures and words)	Unit	Amount
1	15.7.4	Demolishing brick work, manually / by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead - In cement mortar.	7.00 Cum		Cum	
2	15.40.2	Dismantling precast concrete or stone slab in walls, partition walls etc. including stacking within 50m lead - Thickness above 40mm upto 75mm	3.00 sqm		Sqm	
3	15.12.1	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 m lead – Of area 3 sq. metres and below.	3 Nos.		Each	
4	15.23.1	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50m lead - For thickness of tiles above 10mm and upto 25mm.	78.00 sqm		Sqm	

5	6.40	Providing and laying Gypsum panel partitions 100 mm thick with water proof Gypsum panels of size 666x500x100mm, made of calcite phosphor of Gypsum fixed with tongue and groove, jointed with bonding plaster as per manufacturers specifications in superstructure above plinth level upto floor V level. Gypsum blocks will have a minimum compressive strength of 9.3 kg/sqcm	22.00 Sqm		Sqm	
6	13.18	Neat cement punning	132.00 sqm		Sqm	
7	11.40.2	Providing and laying rectified ceramic rustic / matt finish floor tiles 600x600 mm or more (thickness to be specified by the manufacturer) of 1st quality conforming to IS:15622 of approved make (Somany / Nitco) in all colours shades laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand) including pointing the joints with white cement and matching pigments etc., complete	132.00 sqm		Sqm	
8	11.53.3	Providing and fixing homogeneous Polyvinyl chloride sheet in flooring and skirting in approved pattern on a smooth and damp proof base using rubber based adhesives of approved quality including rolling with light wooden roller weighing about 5kg. All complete - 2mm thick - sheet	110.00 sqm		Sqm	
9	6.4.2	Brick work with FPS bricks of class designation 35 in superstructure above plinth level upto floor V level in all shapes and sizes in cement mortar 1:6 (1cement : 6 coarse sand)	0.50 cum			

10	13.2.1	15 mm cement plaster on rough side of single or half brick wall of mix – cement mortar 1:4 (1 cement : 4 fine sand)	51.00 sqm		Sqm	
11	13.43.1	Applying one coat of cement primer of approved brand and manufacture on wall surface - Cement primer.	385.00 Sqm		Sqm	
12	13.60.1B	Wall painting with plastic emulsion paint - Premium of approved brand and manufacture to give an even shade - two or more coats on new work.	100.00 sqm		Sqm	
13	14.42.1	White washing with lime to give an even shade - Old work (two or more coats).	465.00 sqm		Sqm	
14	14.46	14.46 Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	340.00 sqm		Sqm	
15	14.53.1B	Wall painting with plastic emulsion paint - Premium of approved brand and manufacture to give an even shade - One or more coats on old work.	285.00 sqm		Sqm	
16	14.54.1	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade - One or more coats on old work.	65.00 sqm		Sqm	

17	21.5	Providing and fixing powder coated aluminium work (minimum thickness of powder coating 50micron) consisting of Tee / angle sections of approved make conforming to IS : 733 in frames of false ceiling including aluminium angle cleats with necessary C.P. brass / stainless steel sunk screws, aluminium perimeter angle fixed to wall with rawl plugs @ 450mm centre to centre and fixing the frame work to G.I . level adjusting hangers 6mm dia. with necessary cadmium plated machine screws all complete as per approved architectural drawings (level adjusting angles, ceiling cleats and expansion hold fasteners to be paid for separately).	126.00 Kg		Kg	
18	21.6	Providing and fixing 6mm dia G.I. level adjusting hangers (upto 1200mm length) fixed to roof slabs by means of ceiling cleats made out of G.I. flat 40X3mm size 60mm long and expansion hold fasteners 12.5mm dia. 40mm long complete .	300.00 Nos.		Each	
19	24.10 PSR 2009-10	Providing and fixing flat thermocole ceiling tiles of approved quality with necessary nails etc., complete (Frame work to be paid separately) - 19 mm thick	112.00 sqm		Sqm	
		Total				

I / We agree to execute the works in accordance with the approved drawings and technical specifications at percentage above/ below the estimated rates, i.e., for a total contract price of Rs. (amount in figures) (Rs. amount in words).

Signature of Contractor

FORMAT OF CERTIFICATE

Certified that the works up to ----- level in respect of construction of ----- at ----- have been executed in accordance with the approved drawing and technical specifications.

Signature
Name & Designation
(Official address)

Place :
Date :

OFFICE SEAL

ANNEXURE-III

PONDICHERRY ENGINEERING COLLEGE, PILLAICHAVADY, PONDICHERRY – 605 014

TERMS AND CONDITIONS FOR TEQIP TENDER NOTICE

The persons and firms intending to offer rate for supply of laboratory and other articles and equipments for purchases under TEQIP grant should observe the Terms and Conditions given below:

A. GENERAL

1. The tenderer should pay Rs. 500/- towards the cost of quotation documents in the form of Demand Draft drawn in favour of The Principal, PEC, payable at Puducherry on any of the Nationalized banks.
2. The offer should be mailed in wax-sealed envelopes addressed to "The Principal, Pondicherry Engineering College, Pillaichavady, Puducherry – 605 014" with superscription "Quotation for **Improvement works to the Labs and conversion of existing Toilet room into Student's Council room at ECE Department in the PEC campus** (please mention the name of the Department-TEQIP)".
3. Tenders in wax-sealed covers alone will be considered and others will be rejected.
4. The wax-sealed covers should reach the College on or before 02.06.2014 upto 16.00 hrs. The sealed covers will be opened at 02.06.2014 16.00 hrs. in front of tenderers.
5. Quotations received after the due date will not be considered. If no quotation is received by the due date, it will be presumed that you have nothing suitable to offer.
6. Each tenderer should submit only one quotation.
7. The tenders shall remain valid for acceptance for a minimum period of 30 days from the date of opening.
8. The College shall communicate acceptance of rates within 120 days from the date of opening the tender.
9. The tenderer withdrawing the tender once submitted will lose the entire E.M.D paid.
10. Tenders should be submitted for the exact package of items as per specifications asked for. **Offer for each item should be given on separate sheets mentioning the serial number in the tender schedule.**
11. The College will not issue form 'C'/'D' applicable to Government Departments as per the Central Sales Tax (Registration and Turnover) Rules, 1957 as this Institution being an autonomous Institution.
12. Firms offering their tenders should not insist upon any condition of their own.
13. The management reserves the right to change above mentioned terms and conditions without any prior notice and reason.

14. The quotations should be submitted on printed pad with sales tax and other statutory details of the firm. Authorized signatory should sign on all the pages. Bids without authorized signatures will be rejected.
15. Corrections, if any, shall be made by crossing out, initialing, dating and re writing.
16. The contract shall be for the full quantity as described in the tender documents.
17. The order will be based on the actual requirement at the time of ordering.
18. The institute is not responsible for accidental opening of the covers that are not properly superscripted and sealed before the time scheduled for opening.
19. The Contractor shall not assign or sublet the contract to any other sub-Contractor.
20. **No negotiation is permitted. Hence, tenderers are requested to quote their best possible lowest price.**
21. The college reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
22. a) The Successful tenderer shall also execute an agreement in the prescribed form enclosed on non-judicial stamp papers within 2 weeks from the date of receipt of communication for the due fulfillment of the execution of the work. Failure to execute the agreement on the part of the successful tenderer or withdrawal of his/her tender after the intimation of acceptance of tender or failure to comply with our order owing to any reason will entail cancellation of the acceptance of tender and the entire E.M.D paid will be forfeited and his/her firm will be blacklisted from participating in any future tender.

b) The tenderer should furnish a certificate as worded below in token of acceptance of all the terms and conditions of the tender. Otherwise the tender will not be considered under any circumstances.
"I/We the undersigned certify that the terms and conditions as contained in the documents Viz., 'Terms and Conditions of Tender Notice of Pondicherry Engineering College' are accepted and that in the event of selection of my/our rates the agreement in the prescribed form will be entered into.

c) Audited balance sheet and Profit & Loss Account for the preceding three financial years shall be enclosed with the bid as an evidence of the financial requirements.

d) Notarized affidavit regarding non-blacklisting of your firm by any organization is to be submitted along with tender.

- e) The tenderer should also submit an undertaking as worded below:
I/we have not tampered/modified the quotation forms in any manner. In case, if the same is found to be tampered/modified, I/we understand that my/our quotation will be summarily rejected and full Earnest Money Deposit (EMD) will be forfeited and I/we am/are liable to be banned from doing business with PEC, Puducherry and/or prosecuted.
 - f) Relevant literature pertaining to the items quoted with full specifications (and drawing, if any) should be sent along with the Quotations, wherever applicable. Goods shall not be supplied without an official supply order.
 - g) Contractor should mention the PAN No. and submit a copy of PAN card.
23. Apart from the above General Terms and Conditions, package-wise terms and conditions are listed below:

B. EARNEST MONEY DEPOSIT

- 24. Each tender should be accompanied by an **Earnest Money Deposit at the rate of 2 ½%** of the estimated cost of work as mentioned in the tender document in the form of Demand Draft drawn on any of the Nationalised Banks. Any other mode of payment will not be accepted.
- 25. E.M.D. should be made in favour of 'The Principal, PEC-TEQIP, payable at Pondicherry.
- 26. No interest will be allowed on the E.M.D.
- 27. The tenders submitted without requisite E.M.D. will be straightway rejected and no request for exemption will be entertained except from the firms registered as Industrial Co-operative Society/Small Scale Industries with Government of Pondicherry/N.S.I.C./D.G.S. & D as applicable.
- 28. After finalisation of the tenders, the unsuccessful tenderers will get back the entire E.M.D. paid.

C. Rates

- 29. The rates quoted should be for metric/SI unit of the works. The unit for which rate is quoted should be clearly mentioned both in figures and words. Any correction in rates shall be attested by the person signing the tender. In case, the figure varies with words whatever is advantageous to the College will be taken into account.
- 30. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- 31. The Rates should be quoted in Indian Rupees only.
- 32. No increase in price will be allowed after our firm orders are placed.

D. SECURITY DEPOSIT

33. A sum @ 10% of the gross amount of the bill shall be deducted from the bill of the contractor till the sum along with sum already deposited as earnest money will amount to security deposit of 5% of the tendered value of the work (bank Guarantee is not to be accepted as security deposit).
34. The E.M.D. of the successful tenderer will be retained and adjusted towards the said security deposit and the remaining security deposit shall be furnished within ten days from the date of communication of the acceptance of the tender either in cash or in the form of Bank Guarantee. Security deposit once furnished in cash shall not be repayable on the strength of Bank Guarantee subsequently. If the successful tenderer fails to furnish the full security deposit as stipulated under this clause, his/her E.M.D. shall be forfeited in favour of the college, and the contract shall be cancelled.
35. In case of Bank Guarantee, it shall remain in force for a period sufficient to cover the time required for execution of the work.
36. The Bank Guarantee shall be renewable for a further period at the sole request of the Principal, Pondicherry Engineering College who shall intimate the bank in writing before the expiry date of the Bank Guarantee.
37. The Security deposit will bear no interest.
38. Security deposit will be refunded to the tenderer after the proper performance of the contract by the tenderer and after completion of the maintenance period. In case of any default in executing the work or in the event of any breach of any of the terms and conditions of the agreement, the Principal, whether with or without rescinding the contract shall have the right to forfeit the entire security deposit besides withholding any sum which may be due at any time from the College to the Contractor.
39. Whenever additional security deposit is required during the currency of the contract, the supplier should furnish the same within 7 days from the date of receipt of the demand letter either in cash or in the form of Bank Guarantee Bond.

E. EXECUTION OF CONTRACT

40. Time is the essence of the contract. If the work is not executed within the specified time the security deposit will be forfeited.
41. The Principal shall be entitled to determine this agreement and discharge the contract, without prejudice to the other rights and remedies available to him.
42. The tenderer shall carry out the work in accordance with the drawings and specifications agree to as per the contract and if any variation, while executing the work is found necessary by the tenderer, he shall obtain the previous written approval of the Principal.
43. It is the responsibility of the tenderer to provide all facilities to the workers and officials employed by him to carry out the work, and the College will not pay any amount.

F. PAYMENT

44. The tenderer shall submit bills in duplicate along with an advanced stamped receipt immediately after execution of the contract for arranging payment.
45. Apart from the amount payable under this contract for the work, the tenderer is not at all entitled for any other amount from the College.
46. Payment shall be made after executing the contract to the entire satisfaction of the Engineer – in- charge.
47. Payment will be made in Indian Rupees by cheque after commissioning of the equipment at this College. NO ADVANCE PAYMENT CAN BE MADE AS PER RULES, NEGOTIATING DOCUMENTS THROUGH BANK IS NOT PERMISSIBLE.
48. Partial payment, if any, will not be entertained till all the work should be completed satisfactorily.

G. CIVIL WORKS

49. The requirements found in the schedule are only approximate. The tenderer should undertake to work those requirements in excess or lesser to those specified in the schedule during the currency of the contract, as per the actual requirement of the College.
50. The order will be placed with the successful tenderer for the execution of works and the tenderer shall work on receipt of requisition from the College to do so as and when necessary.
51. The tenderer shall work on receipt of work order from the College, irrespective of quantity, placed on him/her during the validity of the rates.
52. The Contractor has to make his own arrangements for the necessary tools and plants required for the completion of the work.

Additional conditions

53. The competent authority on behalf of the Pondicherry Engineering College does not bind to accept the lowest or any other tender and reserves to himself the authority to any or all the tenders received without the assignment of a reason. All tenders, in 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.
54. 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.
55. In the case of item rate tenders, only rates quoted shall be considered. Rates quoted by the contractor in item rate tender in figures shall be accurately filled in so that there is no discrepancy in the rates written in figures.

56. 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 tender is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

57. 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.

58. The Chairman / Committee, TEQIP, of the department on evaluation of tender and if the tender is found that the overall amount quoted is less than 15.00%, then the contractor shall be asked to pay an additional performance guarantee amounting to 50% of the difference between the quoted amount and estimate cost put to tender. Failure to furnish the additional performance guarantee over and above the normal performance guarantee of 5% within 15 days from the date of receipt of acceptance letter, shall entitle cancellation of award and forfeiture of EMD furnished. The contractor shall also furnish an undertaking to the effect that the contractor agrees to pay the additional performance guarantee of specified amount and in case if the contractor is not able to complete the work within the period of completion as mentioned in the agreement, the contractor is agreeable to the forfeiture of entire performance guarantee paid by the contractor.

59. Sales tax, Purchase tax, Turnover tax or any other tax on material in respect of this contract shall be payable by the contractor and Pondicherry Engineering College will not entertain any claim whatsoever in respect of the same. **This work is covered under section 78 of Puducherry Value Added Tax Ordinance, 2007 and hence the contractors are liable to pay VAT @ 2.8% of work done.**

60. During the course of contract period, deduction of "CESS" to provide social security and various welfare benefits through the Puducherry Buildings and other construction workers Welfare Board under Section 18 of the Building and Other Construction Workers Cess collection (RECS) Act, 1996, shall be made at the rate of 1% (One Percent) of the gross amount of each bill or as per the advise of the Government of Puducherry.

61. The contractor shall make his own arrangements to provide the steel required for the work from SAIL / ISSCO / TISCO / VIZAG STEEL PLANT and produce the paid voucher to the Engineer-in-Charge. The materials so procured shall be got tested before use.

62. The contractor shall procure 43 grade cement having ISI mark cement from reputed firms having annual turnover of not less that one million M.T. and stores it in the site godown as per the guidelines specified in the CPWD specification 1996 Vol.-II under double lock system.

The paid voucher of the cement procured shall be produced to the Engineer-in-Charge. The cement procured shall be got tested before use.

63. Necessary test certificates should be produced from the approved laboratory for the quality of materials if required.

64. Defective materials will be rejected and the same have to be reparably by the contractor at his own cost.

65. Original purchase vouchers should be produced at the time of receipt of materials and at the time of verification by the Engineer-in-Charge. The name of contractor, name of work and agreement number should be clearly noted in the original vouchers.

66. The test specimens shall be provided at free of cost by the contractor.

67. The work shall be executed as per the C.P.W.D. specifications 1996 Vol.1 to VI & 2002 (with correction slips and subsequent publications) and 2002. In case of discrepancies between the specifications of a particular item as indicated in the C.P.W.D. specifications mentioned above and as indicated in the nomenclature of the item the latter shall prevail.

68. All the materials shall be got approved by the Engineer-in-Charge before they are actually procured and used at site.

69. The grading of sand to be used for mortars and concrete shall be determined at the site of work by the Engineer-in-Charge and sand conforming to these gradings only shall be used on the work.

70. Necessary washing, screening, etc., of metal and sand shall be done at site as per requirements of the Engineer-in-Charge.

71. Bricks shall have crushing strength of class designation.

**FORM OF PERFORMANCE SECURITY
BANK GUARANTEE BOND**

In consideration of the President of India (hereinafter called "The College") having offered to accept the terms and conditions of the proposed Agreement to be made betweenand..... (hereinafter called "The said contractor(s)" for the work..... (hereinafter called "the said agreement" having agreed to production of a irrevocable bank Guarantee for Rs Rupeesonly) 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 College an amount not exceeding Rs. (Rupees..... only) on demand by the College.

2. We(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the College 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 College 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 College 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 College 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 College that the College 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 College

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 College or any indulgence by the College 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 affect 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 College in writing.

8. This guarantee shall be valid up tounless extended on demand by the College 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.

Datedtheday offor
(Indicate the name of the Bank)
