

**KERALA TRANSPORT DEVELOPMENT FINANCE  
CORPORATION LIMITED**

KSRTC Bus Terminal Complex, Thampanoor, Thiruvananthapuram –  
Construction of Compound wall along the Western Boundary Adjacent  
to the Canal

**TENDER NO. 35/BOTP/KTDFC/TPNR/2015**

**TENDER DOCUMENTS**

**PART I**

**GENERAL CONDITIONS OF CONTRACT  
AND  
INSTRUCTIONS TO TENDERERS**

**KTDFC  
TRANS TOWERS  
THIRUVANANTHAPURAM – 14**

**Principal Project Consultant**

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# KERALA TRANSPORT DEVELOPMENT FINANCE CORPORATION LTD.

## TENDER NOTICE AND GUIDANCE

### TENDER NO. 35/BOTP/KTDFC/TPNR/2015

#### KSRTC Bus Terminal Complex, Thampanoor, Thiruvananthapuram – Construction of Compound wall along the Western Boundary Adjacent to the Canal

Sealed competitive tenders are invited, by Kerala Transport Development Finance Corporation Limited (KTDFC Ltd.) from reputed A or B or C class registered contractors registered in PWD / CPWD for the work of “KSRTC Bus Terminal Complex, Thampanoor, Thiruvananthapuram – Construction of Compound wall along the Western Boundary Adjacent to the Canal”

1. This tender is for the the work of “KSRTC Bus Terminal Complex, Thampanoor, Thiruvananthapuram – Construction of Compound wall along the Western Boundary Adjacent to the Canal. Tenders are to be submitted in single bid system as detailed below. Tender forms will be available for sale in KTDFC, Head Office at Vazhuthacaud, Thiruvananthapuram from 16.12.2015 onwards, during office hours.

2. Tenders are to be submitted in prescribed formats. This includes price bid and information about the tenderer as mentioned in para 7, (a) to (h) of t his tender notice with all required evidence in the form of certificates from relevant parties and shall contain the price offer. The Price Bid shall show clearly the rate quoted, based on Tender Schedule of the tender document.Price Bid shall be enclosed in the envelopes, sealed and addressed to the Principal Project Consultant, KTDFC, Trans Towers, 6<sup>th</sup> Floor, Vazhuthacaud, Thiruvananthapuram-695014.It shall also contain the prescribed EMD, the Preliminary Agreement and the Affidavit as detailed in these documents. Tenders without EMD, Preliminary Agreement and Affidavit will be rejected.

3. The details of tender is below :

Estimated PAC	Period of completion of work	EMD	Cost of tender form	Last date and time of submission of tender.	Date and time of opening of tender	Validity period
Rs.6,77,000/-	1 month	Rs. 17000/-	Rs. 1,400.00 + VAT	15.00hrs on 30.12.2015	11.00hrs on 31.12.2015	3 months

4. The tender will be opened as per the schedule mentioned in para (3) of this tender notice.
5. E.M.D. shall be in the form of Demand Draft/ Banker's cheque of State Bank of India or any of its subsidiaries, Nationalized Banks or Scheduled Banks or by Bank Guarantees in favour of the Managing Director, Kerala Transport Development Finance Corporation Limited (KTDFC) (in specimen form furnished with tender documents). Demand Draft/ Banker's cheque shall be drawn in favour of the Managing Director, Kerala Transport Development Finance Corporation Limited, payable at Thiruvananthapuram. Tenders without the Earnest Money will be summarily rejected.
6. Details of the following are required to be filled in the Tender form as part of the Price Bid and attested copies / originals of the required documents shall be presented on request within 5 days from the date of request.
  - (a) Copy of the Constitution and Memorandum and Articles of Association of the Firm along with names of Directors / Partners, whichever is applicable..
  - (b) List of technical personnel proposed to be mobilised for this work, with details of qualification and experience.
  - (c) An affidavit on stamp paper worth Rs.200/- in original.
    1. In case any ambiguity / incorrectness / deficiency is noticed in the documents (list of documents) submitted at any stage, the tenderer shall be entirely responsible and liable for any action by the KTDFC deemed fit under the Law including termination of contract, and
    2. In case the period of completion of the project is delayed due to any failure of the Contractor/Firm it is agreeable to take any action against the Contractor including termination of contract and executing the remaining work at the risk and cost of the Contractor/Firm, through any other Firm or Agency.
  - (d) Preliminary Agreement, Declaration and Nomination executed in the manner mentioned in Sections – A, B1 and B2 of these tender documents respectively all in original shall be submitted with the tender.
7. Tenderers shall also produce the following documents, when requested.
  - i. Proof of registration with PWD, CPWD etc
  - ii. Valid PAN number/PNR or GIR/ SERVICE TAX Registration details
  - iii. Proof of registration with VAT, PF, ESI, and valid SALES TAX clearance certificate.
8. Copies of the above certificates/documents shall be submitted by the Tenderer under their

signature with seal and should be duly attested by a Gazetted Officer. Original documents shall have to be produced as and when required for cross verification.(These documents and any other documents that may be required shall be produced within 5 days on request from KTDFC failing which the tender will be rejected and the EMD forfeited)

9. Tenderers should quote their rates on items in the Price Bid Format of the tender document. If no rate is quoted for a particular item, the rate will be taken as zero.

10. Quantity under any item can vary as per the discretion of competent authority, to any extent, but the work shall be executed at the quoted rates irrespective of any variation in quantity and the cost will be calculated on the quoted rate.

11. Successful tenderer shall remit, before execution of the Agreement, the Security Deposit to KTDFC which will be 5% of the value of the agreed PAC. The Security Deposit will be refunded without any interest after the defect liability period of one year from the date of completion of work. If required by the successful tenderer the amount of EMD shall be transferred towards the Security Deposit and the balance amount, if any, has to be remitted by the successful tenderer. Security Deposit can also be made by way of Bank Guarantee in favour of the Managing Director, Kerala Transport Development Finance Corporation Ltd. (in the specimen form mentioned in Section- C3 of the Tender Documents).

12. EMDs of the unsuccessful tenderers will be refunded within a week after retaining the EMDs of the first 3 lowest quoted tenderers (ie. L1, L2 & L3). EMDs of L2 and L3 will be refunded on executing the agreement with the successful tenderer.

13. When the Tenderer submits the tender, it will be presumed that the tenderer understood clearly all the contents of all parts of the tender documents including the annexures and agree in all respects.

14. Duly filled and authenticated tender documents can be sent by post / courier or by hand delivery so as to reach the addressee before 15.00 hrs on 30.12.2015..

15. KTDFC reserves the right to accept or reject any bid of any firm / Contractor on reason of deficiency or unreasonableness of Price Bid .

16. KTDFC will release payments for completed work periodically, based on interim bills raised by the Contractor, for at least 50% of the contract value at a time, as detailed below:

An assessment would be made by KTDFC, on presentation of the interim bill by the Contractor after duly processed and recommended by the Project Management Team and 70% of the net

payment assessed as due would be released immediately, say within five days of assessment but without any undertaking in this regard and the interim bill would be fully settled within the course of one month, based on measurements recorded by KTDFC officials, in the normal course. Statutory recoveries to be made as per rules in force will be deducted from all payments. This clause is subject to provisions under D.059 Terms of Payment under General Conditions of Contract and Instructions to the Tenderers.

17. In case the period of completion of the project is delayed due to any failure of the Contractor, it is at the absolute discretion of KTDFC to take any action against the Contractor including termination of Contract and executing the remaining work at the risk and cost of the Contractor, through any other firm or agency.

18. For technical clarifications / guidance tenderers are requested to contact this office during office hours on any working day before the due date of tenders.

Trans Towers, Vazhuthacaud,  
Thiruvananthapuram-14  
Dated 16.12.2015

**Principal Project Consultant**  
**KTDFC**

**SECTION - A1**

**Agreement to Accompany on Kerala Stamp paper  
to the value of ` . 200/- (Preliminary Agreement)**

**(To be enclosed in the envelope )**

Place.....

Date.....

From

.....  
.....  
.....

(Name and address of the tenderer)

To

Principal Project Consultant,  
Kerala Transport Development Finance Corporation Ltd.,  
Level 8,6<sup>th</sup> Floor, Trans Towers, Vazhuthacaud, Thiruvananthapuram-695 014

Dear Sir,

WHEREAS in response to the invitation for tenders as per Notification No..... dated .....and subsequent amendments thereto by the Kerala Transport Development Finance Corporation Ltd. (hereinafter referred to as “the Corporation”).

I/We ..... (Name and address of the tenderer) have submitted to the Corporation a tender for the work of “KSRTC Bus Terminal Complex, Thampanoor, Thiruvananthapuram – Construction of Compound wall along the Western Boundary Adjacent to the Canal” specified therein subject to the terms and conditions contained in the said tender documents.

AND WHEREAS I/We have furnished the required EMD of Rs.17,000/- (Rupees Seventeen thousand only) as earnest money by..... and agreed to deposit 5% of the quoted PAC as Security Deposit / furnish a Bank Guarantee for 5% of the quoted PAC as Security Deposit before the execution of an agreement undertaking the due fulfillment of the contract, in case my/our tender is accepted by the Corporation.

NOW it is hereby absolutely, unconditionally and irrevocably agreed as follows:

1. In case the tender submitted by me/us is accepted by the Corporation with or with out modifications and the contract for the work of “KSRTC Bus Terminal Complex, Thampanoor, Thiruvananthapuram – Construction of Compound wall along the Western Boundary Adjacent to the Canal” is awarded to me/us, I/We shall within 7 days of acceptance of my/our tender execute an agreement with the Corporation, after depositing the Security Deposit as above mentioned, incorporating all the terms and conditions under which the Corporation accepts my/our tender and shall also commence the work to be performed under the contract after execution of the agreement within the above stipulated period of time.
  
2. In case I/We fail to comply any of the conditions including the execution of the agreement as aforesaid incorporating the terms and conditions governing the contract and for all sums found due to Corporation under or by virtue of this Agreement, the Corporation shall have power and authority to recover from me/us any loss or damages caused to the Corporation by such breach as may be determined by the Corporation, appropriating the moneys inclusive of earnest money deposit or/any kind of security furnished by me/us and or from any amount payable to me/us from the Corporation in relation with any other contracts and I/ We shall not raise any demur or protest regarding such recoveries by the Corporation and if the money or security is found to be inadequate to be recovered, the deficit amount can be recovered from me/ us and my/ our properties both movable and immovable by taking any legal actions including actions as per the provisions of the Kerala Revenue Recovery Act, 1968 as if such sums are arrears of land revenue and will have no claim or right over the moneys and / or securities and earnest money appropriated by the Corporation and those moneys and/ or securities shall belong to the Corporation.

Yours faithfully,

.....  
 (Signature of the Tenderer /  
 Person authorized to represent  
 the tender in case the tenderer  
 is a Firm or Company )

Name.....

In the presence of Witnesses:

- 1.
  
- 2.



**SECTION A2**

**AFFIDAVIT**

**(To be furnished on ` . 200/- Stamp Paper)**

(To be enclosed in original in the envelope)

I / We hereby undertake that the information furnished by me / us is true and that in case any ambiguity / incorrectness / deficiency is noticed in any of the documents submitted at any stage (list of documents furnished), I / We shall be entirely responsible and liable for any appropriate action by the KTDFC deemed fit. I / We also hereby absolutely and unconditionally agree that in case the period of completion of the work gets extended or the completion of the work is delayed due to any failure on my/our part, KTDFC may take any action against me / us, as per tender conditions, including termination of contract and executing the remaining work at my/our risk and cost, through any other Firm or Agency.

Name and Designation

Signature of Tenderer

Date:

**SECTION – B1**

**DECLARATION BY TENDERER**

(To be enclosed in original in the envelope )

I,.....hereby declare that I am not in any way related to any of Corporation’s servants in charge of or having control of this work. I agree that, if at any stage, it is found that this declaration is untrue the earnest money/ security deposit remitted by me will be forfeited and the contract entered will stand cancelled. It is understood that the relationship with Corporation’s servant referred to herein will be restricted to my Father, Mother, Son, Daughter, Brother, Sister, Direct Uncle, Nephew, Niece, Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law, and First cousins.

Place:

Signature of Tenderer

Date:

**SECTION – B2**

**NOMINATION FORM**

(To be enclosed in the envelope )  
(Not to be executed if the tenderer is a Company or Partnership Firm)

I, ..... , do hereby nominate and authorize  
Sri./Smt.....son / daughter of ..... aged.....  
years of .....house of .....  
Village of .....Taluk of .....District  
residing at..... to receive all or any sums found due to me  
under the terms of the contract ..... (Agreement Number  
and details of contract) in the event of my death before the amount has become payable /having  
become payable, but has not been paid.

Signature

Name

Address

Signed in the presence of witnesses

1.

2.

**SECTION - C1**  
**FORM OF AGREEMENT**

(To be executed by the successful tenderer on Kerala Stamp Paper worth ` . 200/-  
on award of contract)

Articles of Agreement No..... made on this  
the..... day of ..... 2015 between  
Sri.....  
..... (here enter name, designation and address of the  
person representing KTDFC) acting for and on behalf of the Kerala Transport Development Finance  
Corporation Limited, a Company registered under the Companies Act 1956 and having its  
registered office at Level 8 (6<sup>th</sup> Floor),Trans Towers, Vazhuthacaud, Thiruvananthapuram-14  
(hereinafter called the “Corporation/ Agreement Authority” which expression shall, unless  
otherwise excluded by or repugnant to the context or meaning thereof include its successor and legal  
representatives) of the one part and Sri/Smt.....  
of .....Company Limited / Partnership firm / Proprietorship /  
body corporate / any other body incorporated under the .....  
.....and having its registered office/permanent office  
at..... (here in after called the “Contractor” which  
expression shall unless otherwise excluded by or repugnant to the context or meaning thereof,  
include his/ its executors, administrators, successors and legal representatives) on the other part.

WHEREAS the Corporation is desirous of starting and finishing the work of “KSRTC Bus  
Terminal Complex, Thampanoor, Thiruvananthapuram – Construction of Compound wall along the  
Western Boundary Adjacent to the Canal” at an early date and duly finishing it for the benefit of the  
people;

AND WHEREAS the Contractor has tendered in response to the Tender Notice No.  
32/BOTP/KTDFC/2015 dated..... for the work of “KSRTC Bus Terminal Complex,  
Thampanoor, Thiruvananthapuram – Construction of Compound wall along the Western Boundary  
Adjacent to the Canal” as per specifications, drawings and conditions mentioned hereinafter and  
appended to this Agreement;

AND WHEREAS the Corporation has been pleased to accept the tender being technically  
sound and price wise reasonable for ` . ..... (Rupees.....  
..... only) without any modification / with the modifications incorporated as  
Annexures and has accordingly issued acceptance letter no .....  
dated..... thereby awarding the contract, subject to the terms and conditions  
mentioned therein as well as in the tender documents;

AND WHEREAS the Contractor has furnished Security Deposit of Rs. ....  
(Rupees .....only) /Bank Guarantee No.....  
Dated ..... for a sum of ` ..... (Rupees.....  
..... only) in lieu of Security Deposit, for the proper, specific and timely  
performance and due completion of the contract in every respect;

NOW, THEREFORE, THIS AGREEMENT WITNESSES as follows.

#### **ARTICLE I : SCOPE OF WORK**

The Contractor shall perform everything required to be performed for the work of “KSRTC Bus Terminal Complex, Thampanoor, Thiruvananthapuram – Construction of Compound wall along the Western Boundary Adjacent to the Canal” from commencement till completion by ensuring quality, timeliness, functionality and aesthetics, as described in and could be gathered from the tender / project documents appended herewith so that they will be finished in a functionally and aesthetically complete form. Contractor shall mobilise and furnish all labour, materials, tools, plant and equipment and ensure all other expenses required to perform the work except to the extent provided in the attached documents and the Contractor shall complete every item of work in professional manner complete in every respect strictly in accordance with drawings, specifications and conditions of contract and in compliance of all laws, rules and norms.

The Contractor shall keep the data in respect of day to day activities, at the site and quantity and quality of materials used every day shall be kept in a computerised format appropriate for this daily input purpose and such data should be accessible to KTDFC through broad band connectivity to KTDFC.

The Contractor shall furnish the work plan in the form of CPM/PERT chart, giving details of activities from commencement to completion with start dates and end dates of significant activities, adhering strictly to the time period one month for the completion of the work from commencement, and this shall form part of the agreement.

#### **ARTICLE II: PAYMENT**

In consideration to what the Contractor does under the provision of the contract strictly in accordance with the items, quality and specifications thereof, the Corporation agrees to pay the Contractor in Indian currency for the work as shown in schedule of items which includes all the items of work contemplated under the agreement at the rate / rates finally accepted, in the work order (letter of award of work).

#### **ARTICLE III: COMMENCEMENT AND COMPLETION**

The work to be performed under this contract shall be commenced by the Contractor within 5 days from the date of award of Contract and shall be diligently proceeded / executed until it is complete in every respect, ensuring the best quality. It shall be made ready to be taken over by the agreement authority on or before ..... (one month from date of commencement of the work, reckoned as the first day after 5 days from the date of award).

#### **ARTICLE IV: COMPONENT PARTS OF THE AGREEMENT**

The Contract documents among other things consist of:

- i** This agreement on stamp paper.
- ii** Tender document consisting of Technical Bid, Tender Form, Agreement to accompany the Bid, Affidavit, Declaration, Bank guarantees (if intended), General Conditions of Contract and Instructions to Tenderers, Safety Engineering and Safety Code, Safe guards for Environmental Protection, General Specifications, Additional Conditions and Technical Specifications and KTDFC approved drawings from the Architect.
- iii** Corrections and amendments to the specifications and conditions of contract, if any.
- iv** Annexures, if any, to the above volume containing the changes in specifications and conditions of contract arrived after mutual negotiations before awarding the work.
- v** Nomination.

- vi Drawings as listed in the conditions of contract.
- vii Tender Schedule and Price Bid, as finally accepted before the award of contract..
- viii Any conditions in writing insisted by statutory / developmental / regulatory / service authorities at any time till completion certificate is issued / building number is issued.
- ix Any changes / modifications in specifications/ quality to be implemented in pursuance of any new norms / best practices needed for compliance of green building technology certification, modern urban planning initiatives etc.
- x Acceptance letter no ..... dated ..... thereby awarding the contract to the Contractor.

The documents, changes, modifications, etc mentioned in sub clauses (ii) to (x) above and such other conditions as may be prescribed by the Corporation in its best interest shall be binding between the parties and shall form part of this Agreement as if incorporated and the same shall always be construed as agreed to be accepted by the Contractor herein. In cases of contradictions regarding the clauses of various documents which form part of this Agreement, the meaning and clarification derived from the latest among them will hold good for all such purposes.

#### **ARTICLE V: ON ANNEXURE**

In case of modifications, if any, Annexure containing all modifications agreed to alone will be appended and not the intervening correspondences between the parties and all such correspondence including tender forwarding letters will be inoperative.

#### **ARTICLE VI: RATES TO HOLD GOOD IN CASE THE PERIOD OF THE CONTRACT IS EXTENDED**

The rate / rates finally accepted by the Corporation shall hold good for all works done towards the completion of the contract whether during the period mentioned herein or during the extended period, if any. No revision of rates for the works shall be allowed on any ground or any reason during the currency of this contract or during the extended period of contract, if any.

#### **ARTICLE VII : SERVICE OF NOTICE**

Every notice to be given to the Contractor may be given to him personally or left at his residence or last known place of abode or business or handed over to his agent, personally or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted, the same shall be deemed to have been served on the Contractor on the date on which in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.

#### **ARTICLE VIII : ASSIGNMENT AND SUBLETTING**

The Contractor shall not assign or make over the contract or the benefits or burdens thereof or any part thereof to any other person or persons or corporate body. The Contractor shall not underlet or sublet to any person or persons or corporate body the execution of the contract or any part thereof without the consent, in writing, of the Corporation. The Corporation shall have absolute power to refuse such consent or rescind such consent, if given, at any time, if the Corporation is not satisfied with the manner in which the contract is being executed and no allowances or compensations shall be made to the Contractor or the sub-contractor upon such rescission, provided

always that if such consent be given at any time, the Contractor shall not be relieved from any obligations, duty or responsibility under this contract. The Contractor or Sub Contractor, as the case may be, shall not raise any claim, dispute, etc against any of the above mentioned matters.

#### **ARTICLE IX : INSOLVENCY OR LIQUIDATION**

In case the Contractor becomes insolvent or has applied for the same or goes into liquidation or has applied for the same or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts or carries on his business or the contract under inspection on behalf of his creditors or in case any receiving order or orders for the administration of his estate after made against him, or in case the Contractor commit any act of insolvency, the Contractor shall have rendered himself liable to damages amounting the whole of his security deposit and the contract may be terminated and the Agreement Authority may complete the contract in such time and manner by such persons as the Corporation shall think fit. But such termination of the contract shall be without any prejudice to any right of remedy of the Corporation against the Contractor or his sureties in respect of any breach of contract committed by the Contractor.

#### **ARTICLE X : BREACH OF CONTRACT**

If the Contractor commits default, failure, negligence or breach in complying with all or any of the terms or conditions of the Contract, the Corporation shall be entitled to recover from the Contractor all damages, losses and expenses it might suffer thereby. Amount thus due could be recovered from the Contractor by recovering the amount from the Security Deposit and the balance amount, if any with applicable interest, shall be recovered from the Contractor and all of his assets, both movable and immovable, in any manner the Corporation chooses including recovery by Revenue Recovery Proceedings as per the provisions of the Kerala Revenue Recovery Act. The Corporation can also terminate the contract, at its discretion, in such circumstances and execute the remaining work at the risk and cost of the Contractor, through any other Agency or Firm. All applicable clauses and provisions in this Agreement as well as those which form part of the Agreement shall be applicable against the Contractor by the Corporation in the above mentioned circumstances.

#### **ARTICLE XI : DELAY IN COMPLETION OF THE WORK**

In case, the Contractor fails to complete the work in all respects within the scheduled time period due to any failure, negligence, inactions, etc from the part of the Contractor, the Corporation, at its absolute discretion, can take any action against the Contractor as per the provisions herein or forming part of this Agreement, including termination of the contract and executing the remaining work at the risk and cost of the Contractor, through any other Firm or Agency.

#### **ARTICLE XII : RELEASE OF SECURITY DEPOSIT**

The Security Deposit / Bank Guarantee furnished in lieu of Security Deposit by the Contractor will be released after the Agreement Authority is satisfied that the Contractor has performed the contract in a full, complete and satisfactory manner and after the satisfactory completion of the defect liability period of one year or any other period as specified in the

accompanying documents. If the Security Deposit / Bank Guarantee has been encashed, it will be returned to the Contractor upon the Contractor complying the same upto the satisfaction of the Agreement Authority to the aforesaid effect. However the Corporation will be entitled to deduct there from the amount of damages, costs, charges and expenses found due to the Corporation from the Contractor.

**ARTICLE XIII**

The Contractor hereby agrees to extend the period of validity of Bank Guarantees furnished by him towards Security Deposit under this contract till satisfactory completion of the work and completion of the defect liability period as detailed in Article XII.

**ARTICLE XIV**

The words denoting one gender shall include other or both genders and singular shall include plural, wherever the context so requires/permits.

**ARTICLE XV**

Disputes, if any, arising out of and/or relating to this Agreement including any and all other related documents that are/ may be executed between/ by the parties hereto, shall be subject to the exclusive jurisdiction of Courts of competence in Thiruvananthapuram, Kerala.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day, month and year first above written:

Signed sealed and delivered by Shri/Smt .....  
for and on behalf of the Corporation.

**Authorised Signatory**  
For and on behalf of the Corporation

In the presence of:

- 1. Full Name, Address and Signature
  
- 2. Full Name, Address and Signature

Signed, sealed and delivered by Shri/Smt .....

**Contractor**

In the presence of:

- 2. Full Name, Address and Signature
  
- 3. Full Name, Address and Signature.



**SECTION – C2**

**FORM OF BANK GUARANTEE IN LIEU OF  
EARNEST MONEY DEPOSIT  
(To be furnished from a Bank of choice of the Corporation)  
(On stamp paper worth ` . 200/-)**

(To be enclosed in the envelope in case  
EMD is furnished as Bank Guarantee)

Guarantee No.

Place:

Date:

To

The Managing Director,  
Kerala Transport Development Finance Corporation Limited,  
Level 8 (6<sup>th</sup> Floor), Trans Towers, Vazhuthacaud,  
Thiruvananthapuram

In consideration of the Kerala Transport Development Finance Corporation Limited (hereinafter referred to as the “Corporation”) having allowed M/s ..... (Here enter the name of the firm), (hereinafter referred to as “the Tenderer”) to submit the tender against Tender No: 35/BOTP/ KTDFCTPNR//2015 without earnest money deposit in cash according to the conditions of the tender notification, we, ..... a Bank incorporated under the ..... Act and having its registered office at..... (herein after referred to as “the Bank”) agree with the Corporation as follows :

1. That the Bank shall in the event of the Tenderer withdrawing the tender before date of firmness stipulated or in the event of the Tenderer committing default in furnishing security deposit after the acceptance of the tender by or on behalf of the Corporation or in the event of the Tenderer failing or refusing to execute the agreement and to commence the work as required by the Corporation after the acceptance of the tender or for any other reasons or grounds pay at once to the Corporation without any demur or protest on a mere demand by the Managing Director of the Corporation the sum of Rs.17,000/- (Rupees Seventeen thousand only) provided that if any question arises as to whether the occasion has arisen for the demand of the amount covered by the Bank Guarantee or as to whether the Tenderer has committed default in furnishing Security Deposit or fails or refuses to enter into agreement with the Corporation and to commence the work, as required by the Corporation or for any other reasons or grounds, the decision of the Managing Director, Kerala Transport

Development Finance Corporation Limited shall be final and shall be accepted by the Bank without any reference to the Tenderer.

2. That this Bank Guarantee shall be enforceable against the Bank even if there is any liability outstanding in favour of the Bank from the Tenderer including any charge or any liability under any negotiable instrument.
3. That to give effect to this guarantee the Managing Director (the Corporation) shall be at liberty to act as though the Bank were the principal debtor.
4. That this guarantee shall not be avoided, released or affected by any variation in the terms of the tender acceptance or agreement between the Contractor and the Corporation or any indulgence shown by the Managing Director or by any officer subordinate to him or grant of time by the Corporation to the Tenderer or for any reason whatsoever, notice of which has been hereby waived.
5. That this guarantee shall remain in full force and effect notwithstanding any neglect or forbearance or delay in the enforcement of the terms of the tender by the Corporation.
6. That the Bank shall not revoke this guarantee during its currency except with the previous consent in writing of the Managing Director, Kerala Transport Development Finance Corporation Ltd, Thiruvananthapuram.
7. That the liability of the Bank under this guarantee shall not exceed ` 17,000/- (Rupees Seventeen thousand only).
8. This guarantee shall be in force for a period of 6 months from the date of this tender, viz. till the midnight of ....-.....2015 and shall hold good for all the demands made by the Managing Director of the Corporation in the meanwhile.
9. That the Bank understood that the Corporation has the right to claim the full amount under this guarantee on a mere demand by the Managing Director (the Corporation) and on such demand being made by the Managing Director, the Bank shall pay the amount of ` 17,000/- (Rupees Seventeen thousand only) under the guarantee to the Corporation.
10. That the expression the Bank, the Corporation and the Contractor shall include their successors, executors and permitted assignees as well.
11. That unless a demand or claim is made on the Bank before ...-.....2015, the Bank shall be discharged from all liabilities under this guarantee thereafter.
12. Sri. .... (Here enter Name and Designation) has got full authority under ..... (if the authority is under a resolution the number and date of the same should be specified; if the authority is

vested as per the provision contained in any Act, rules or bye-laws, the number of the section or rules or bye-laws, as the case may be, should be specified) to execute this guarantee.

Dated this .....day of .....2015

Signature:

Designation:

(Seal of the Bank)

In the presence of Witnesses:

1. Name, Address and Signature:

2. Name, Address and Signature:

**SECTION - C3**

**FORM OF BANK GUARANTEE  
IN LIEU OF SECURITY DEPOSIT/ AMOUNT  
(To be furnished from a Bank of choice of the Corporation)**

**(On stamp paper worth ` . 200/-)**

Guarantee No.

Place:

Date:

To

The Managing Director,  
Kerala Transport Development Finance Corporation Limited,  
Level 8 (6<sup>th</sup> Floor), Trans Towers, Vazhuthacaud,  
Thiruvananthapuram.

WHEREAS the Managing Director, Kerala Transport Development Finance Corporation Limited, Thiruvananthapuram (hereinafter referred to also as the “Construction of Bus Terminal Complex, Thampanoor, Thiruvananthapuram – Construction of Compound wall along the Western Boundary Adjacent to the Canal” to .....  
(hereinafter referred to as the “Contractor”) pursuant to the Tender Notice No. 35/BOTP/KTDFC/TPNR/2015 dated ..... AND WHEREAS as per the terms of the contract to be executed, the Contractor may furnish a Bank Guarantee in a given form in lieu of Security Deposit for an amount of ` .....(Rupees.....  
.....only);

NOW THEREFORE THESE WITNESSETH as under :

We, ....., a Bank incorporated under ..... Act and having its registered Office at ..... (here in after referred to as the “Bank”) in consideration of Corporation having agreed to pay the Contractor at rates as provided in the agreement to be executed between them hereby agree with the Corporation.

That it will in the event of the Contractor failing to honour any of the conditions stipulated in the tender and the agreement to be executed or in the event of the Contractor not completing the works as per specifications and drawings or in the event of the Contractor committing breach of the contract or any provisions thereof or in the event of the Contractor failing to renew this guarantee at any time during the currency of the contract and settlement of account including the period covered by its extension, if any, and defect liability period, pay to the Corporation without any demur or protest on a mere demand by the Managing Director, Kerala Transport Development Finance Corporation Limited the amount the Contractor is liable to pay to the Corporation. Any such

demand made on the Bank shall be conclusive as regards the amounts due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` ..... (Rupees .....only ).

The Bank understands that the onus of extending the validity of the Bank guarantee in time till the accounts in respect of the contract are finally settled with the Contractor rests with the Contractor.

That in case the validity of the Bank Guarantee is not extended by the Contractor in time and in case the Corporation has not requested the Bank to release the Bank Guarantee to the Contractor before the expiry date specified or extension thereof, the Bank hereby agrees to pay full amount as per this guarantee to the Corporation, on demand from the Corporation.

That irrespective of the provisions herein the Bank understands that the Corporation has the right to claim the full amount without assigning any reason whatsoever to the Bank and the Bank hereby agree that such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. When such demands are made the Bank agrees to make the payment without any demur.

That as to whether the occasion has arisen for the demand of the amount covered by the Bank Guarantee the decision of the Managing Director, Kerala Transport Development Finance Corporation Limited shall be final and shall be accepted by the Bank without any reference to the Contractor.

That the Guarantee contained shall remain in full force and effect during the period that would be taken for the performance of the contract and final settlement of account.

That this guarantee shall continue to be enforceable till all the dues under the terms of the contract have been fully paid or till the Managing Director of the Corporation certifies that the terms and conditions of the said contract have been fully and properly carried out by the Contractor and thereby discharged the guarantee.

That this Bank Guarantee shall be enforceable against the Bank as a first charge and not available to be appropriated by the Bank towards claims, if any due to the Contractor to the Bank.

That to give effect to the Guarantee the Managing Director, Kerala Transport Development Finance Corporation Limited shall be at liberty to act as though the Bank were the principal debtors.

That the Guarantee shall not be avoided, released or affected by any variation in the terms of the said contract, or any indulgence shown by the Managing Director, Kerala Transport Development Finance Corporation Limited towards the Contractor, or for any reason whatsoever notice of which has been hereby waived.

That this Guarantee shall remain in full force and effect notwithstanding any neglect, forbearance or delay in the enforcement of any of the terms of the contract.

And that the Bank shall not revoke the guarantee during its currency except with previous consent in writing of the Managing Director, Kerala Transport Development Finance Corporation Limited.

That this guarantee shall be in full force for a period of..... Months/ years from .....and it will hold good for all demands made by the Managing Director, Kerala Transport Development Finance Corporation Limited, in the meanwhile (i.e. Validity period is up to .....)

In witness whereof ..... (Name) the Manager of the..... (here enter the name and full address of Bank) who is duly authorized in this behalf as per the rules of the Bank hereby set my hand and seal to this.....day of.....2015 at .....

**MANAGER**

(Seal of the Bank)

In the presence of Witnesses:

1. Name, Address and Signature:

2. Name, Address and Signature:

## SECTION – D

### GENERAL CONDITIONS OF CONTRACT AND INSTRUCTIONS TO TENDERERS

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## **SECTION – D**

### **GENERAL CONDITIONS OF CONTRACT**

D. 001     DEFINITION OF TERMS

- iv. The “Government” shall mean “The Government of Kerala”
- v. The Corporation shall mean “The Kerala Transport Development Finance Corporation Limited” (KTDFC).
- vi. The Managing Director shall mean the administrative head of the Kerala Transport Development Finance Corporation Limited, appointed by the Kerala State Government from time to time.

- vii. The Principal Project Consultant shall mean the Principal Project Consultant of the KTDFC and he is in charge of the project or work concerned and he will be the Engineer in charge of the work and will also be referred to as the Engineer. The Principal Project Consulatnt may delegate powers to subordinate officers in respect of execution of work.
- viii. Consultants/Architects shall mean persons/firms exclusively entrusted with consultancy services for the Project. They will have access to sites and works for periodical inspection and will advise on quality of work and materials used.
- ix. The 'Contractor' shall mean the tenderer whose tender has been accepted by or on behalf of the Corporation and shall include the Contractor, legal/personal representatives, successors and permitted assignees.
- x. The 'Sub Contractor' or 'Piece work Contractor' shall mean only the person named in the contract for part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the Corporation and the legal representatives, successors and permitted assignees of such persons.
- xi. The 'Site' shall mean and include the lands and buildings over, under, upon and in which the works are to be executed in accordance with the contract.
- xii. The word 'specification' shall mean collectively, all the terms and stipulations contained herein including the general conditions and other conditions of contract, technical provisions and Annexure thereto and list of corrections and amendments.
- xiii. A 'month' or 'calendar month' shall mean not only the period from the 1<sup>st</sup> of the particular month, but also any period between a date in a particular month and the day previous to the corresponding date in the subsequent month unless specifically stated otherwise.
- xiv. 'Fiscal year' shall mean a year beginning on first April and ending 31<sup>st</sup> March in the succeeding year.
- xv. 'Plant' 'Work' or 'Works' shall mean and include all plant and materials to be provided and all the work to be done by the Contractor under the contract.
- xvi. The 'contract' shall mean and include the General Conditions, other conditions of contract agreed to, Specifications, Schedules, Drawings, Annexures, Form of Tender, accepted Schedule of Prices and the Agreement to be entered into.
- xvii. The word 'drawing' shall mean collectively, all the accompanying general drawings as well as all detailed drawings and revisions of drawings which may be issued by the Chief Engineer/Consultants, from time to time.
- xviii. 'Writing' shall include any manuscript, type written or printed statement under or over signature or seal as the case may be.

- xix. Words importing the singular number shall include the plural number and plural the singular and the words importing the masculine gender shall include the feminine and the neutral gender where the context so requires.
- xx. 'Labourer' shall mean, all categories of labour engaged by the Contractor, his sub contractors and his piece work contractors of work in connection with the execution of the work covered by these specifications. All these labourers shall be deemed to be employed primarily by the Contractor even though the Corporation may stand as principal employer to these contractors to enable them to get the required license as per the Contract Labour Regulation & Abolition Act, 1970.
- xxi. The clause headings shall not limit, alter or affect the meaning of the specifications or conditions of tendering.
- xxii. 'The Department' means the Kerala Transport Development Finance Corporation.
- xxiii. 'Agreement Authority' means the Corporation which competent to enter into agreement with contractors depending upon value of contract and the delegations of powers of the officers of the Corporation.
- xxiv. 'Tenderer' shall mean the person, firm or corporation tendering for the works and his/its executors or administrators, or permitted assignees.
- xxv. Whenever figures are shown after the word 'elevation' 'Reduced level' or an abbreviation thereof they shall mean the height in meters based on benchmarks established by the Corporation at the site.
- xxvi. The Corporation stores or stores of the Chief Engineer shall mean the stores owned by the KTDFC any where in the state.
- xxvii. Corporation stores near site shall mean the stores under the control of the Chief Engineer or subordinate officers, located at or near the site of work.
- xxviii. 'Time of Completion' shall mean the period within which the work under this contract is required to be completed satisfactorily in accordance with the specifications, drawings etc. including all extra items required to be executed for satisfactory completion of the work and including all extension of time if any, duly granted by the department.
- xxix. The rates agreed will be the rates agreed based on the Tender schedule and shall be valid during the currency of the contract. 'Currency of contract' means the period covered from the date of commencement of work to the date of satisfactory completion of work including duly sanctioned extensions. It is emphasized that even in the case of extensions applied for and duly sanctioned for reasons beyond the control of the Corporation and / or the Contractor, the latter will not be entitled to any enhanced rate for the work done during the period so extended. Similarly Contractor shall not be entitled to any enhanced rate for the work during the scheduled time of completion or during any extended period, for any reasons whatsoever.

#### **D. 002 SUBMISSION OF TENDERS**

The Contractor who is taking up this work shall arrange and carry out all the works covered by these documents and required for the completion of this part of the Project, including auxiliaries and extras as may be found required during the execution.

Tenders are to be submitted in prescribed forms. The tender shall include the Technical Bid as well as the Price Bid, with all prescribed documents such as the conditions of tender, all statements and forms annexed to the tender invitation, the general conditions of contract, the schedule of quantities and rates, the specifications, the drawings etc. The tenderers are instructed to submit as part of the tender an agreement accompanying the tender (Preliminary Agreement), sample copy of which is attached to this tender, on Kerala Stamp Paper for the value of Rs.200/- duly signed by him and attested by two witnesses, separately in addition to such other required documents. Tenders without Preliminary agreement in stamp paper of proper value in proper form will be rejected.

The originals of the preliminary agreement to accompany the tender and the EMD or proof of having remitted the EMD and such other documents mentioned in clause 7 of the Tender Notice and Guidance shall be enclosed in the envelope along with the affidavit in stamp papers (originals) and any other undertaking / document the tenderer intends to submit (originals).

Each tender shall contain an address for service of notice, if necessary or required to be served on or given to the tenderer in connection with the tender.

Tender by Partnership Firm shall furnish the full names of all partners. It shall be signed in the partnership name by one of the members of the partnership authorized for the purpose or by an authorized representative followed by the name and designation of the person signing.

Attested copy of the constitution of Firm/ Partnership/Company with the name of partners/directors and the instrument authorizing the persons to sign on behalf of the Firm shall be furnished.

The tenderer shall prepare and submit as part of his tender a complete construction / implementation programme, showing in detail his proposed programme of the operation for the orderly performance of the work within the time limit specified. This programme shall be in such form and in such details as to show properly the sequence of operations, the progress for each item or group of like items in the schedule of quantities and rates and the time required for each item or group of like items.

#### **D. 003 EARNEST MONEY DEPOSIT**

Each tenderer is required to deposit earnest money as given in the tender notice in any form as detailed below:

- i. Cash
- ii. DD/Banker's cheque drawn in favour of the Managing Director, Kerala Transport Development Finance Corporation Limited
- iii. Government Securities
- iv. National Savings Certificates duly endorsed to the Managing Director, by the Post office concerned.
- iv. Deposit Receipts of the State Bank of India or any other subsidiaries, Nationalized Banks, or Scheduled Banks drawn in favour of the Managing Director, Kerala Transport Development Finance Corporation Limited, provided that the Corporation shall have the right to insist that the deposit receipts to be produced shall be from any particular bank of the Corporation's choice.

- v. Bank Guarantees: Specimen form for executing Bank Guarantee in lieu of earnest money deposit is enclosed as section C 2. However it may please be noted that Bank Guarantee from approved banks alone will be accepted. The bidder may verify these details from the office of the Corporation before executing the Bank Guarantee. Sureties or Guarantees of insurance firms are not acceptable. Copy of the bank guarantee shall be uploaded with the tender and the original submitted within the prescribed time limit.

Corporation has not exempted any organization from remitting EMD while submitting tenders for this project undertaken by the Corporation.

Earnest money shall be returned to the Contractor after he has furnished security deposit and executed the agreement or otherwise adjusted to the Security Deposit if required by the Contractor. Earnest money of unsuccessful tenders will be returned as early as possible. In the case of second and third lowest tenders, EMD will be retained till the agreement for the work is executed with the successful tenderer or the tender is decided otherwise.

Earnest Money will be forfeited to the Corporation in the event of the successful tenderer refusing to enter into an agreement within 7 days from the date of acceptance of the tender subject to the conditions mentioned in clause D. 008.

#### D. 004 DOUBTS ABOUT THE CONDITIONS AND SPECIFICATIONS

If the tenderer has any doubt on the meaning of any portion of these instructions or conditions or specifications, he should at once bring it to the Managing Director of the Corporation in writing so that the doubts are removed before the submission of the tender.

#### D. 005 STIPULATIONS OF ADDITIONAL CONDITIONS WHILE TENDERING

The tenderer shall quote for the work taking into consideration the provisions given herein in these specifications. No additional conditions shall be stipulated by the tenderer while submitting his tender. However, if the tenderer feels that a condition is required for clarifying some technical issues involved and if that condition does not cause any additional cost, the tender will not be rejected on account of inclusion of that condition. If the Corporation finds that additional conditions incorporated as above, if any, by the tenderer in the tender are not justified, and if the same is not withdrawn by the tenderer, the Corporation reserves the right to reject the tender outright.

#### D. 006 FINANCIAL STABILITY OF CONTRACTOR

The Contractor has to establish his financial stability to the satisfaction of Agreement Authority before executing the agreement. If during execution of the work the Agreement Authority decides that the Contractor has no sufficient financial resources to proceed with the work, the Corporation reserves the right to terminate the contract and arrange the work, to be done through others Firm/Agency at the Contractor's risk and cost, and in such a case the provision regarding termination of contract shall apply.

#### D. 007 ACCEPTANCE OF TENDER

A tender shall not be deemed to have been accepted unless and until notice in writing of such acceptance by the Managing Director/Principal Project Consultant has been delivered to or sent to the tenderer in person or by registered post to the address appearing in the tender or such of the address notified by the tenderer in writing to the Managing Director/Principal Project Consultant or electronically, on line, to the appropriate contact address furnished by the tenderer, for the

purpose. The date of acceptance of a tender shall be the date on which the communication regarding acceptance is sent to the tenderer for receipt where it is sought to be served in person to the tenderer, from the office of the Corporation and where the acceptance is conveyed by telegram or post the date on which it is laid with the P&T Department for transmission to the tenderer. In the case of electronic transmission of the acceptance, the date of acceptance shall be the date on which the mail is sent from the office of the Corporation.

Acceptance of the tender rests with Kerala Transport Development Finance Corporation Limited or its authorized officials who may accept or reject any tender without assigning any reason therefore. The Corporation will not be responsible for any expenses or losses that may be incurred by the tenderer in the preparation of the tender. The terms of this contract cannot be added to, varied or reduced by any oral agreements prior or subsequent to its signature and such oral agreements shall not be valid.

#### D. 008 EXECUTION OF AGREEMENT AND SECURITY DEPOSIT

The tenderer to whom the contract is awarded shall within 7 days from the date of acceptance of the tender, execute an agreement in the form prescribed herein and given in Section C-1 after furnishing Security Deposit, amounting to 5% of the agreed P.A.C. The Security Deposit can be made in any form as in the case of Earnest Money Deposit.

Security Deposit, if desired to be furnished in the form of Bank Guarantee, shall only be from Banks approved by the KTDFC. A specimen for execution of Bank Guarantee in lieu of Security Deposit is included in this document as Section C 3.

In the event of failure of tenderer to furnish the Security Deposit and to sign the contract within a period of 7 days from the date of acceptance of his tender, the Corporation or its officers shall have power and authority to forfeit the earnest money deposited in cash or to encash the Bank Guarantee wherever applicable and forfeit the cash thus received as earnest money to the Corporation in which case the tenderer will not have any claim over the forfeited earnest money whatever be the form in which it has been furnished. However, in case of extreme necessity, the Managing Director or other authorized official may, if he so chooses, grant extension of time for execution of the agreement after considering the merit of the grounds urged for extension. As and when the Corporation revises the Security Deposit, the Contractor is bound to remit the revised amount of Security Deposit as per the rules prevailing in KTDFC at the time of award of contract. It may be noted that KTDFC has not exempted any organization from remitting Security Deposit / furnishing Bank Guarantee in lieu of Security Deposit, for taking up contracts for this project undertaken by the Corporation.

#### D. 009 COMMENCEMENT OF WORK

The Contractor shall begin the work under this contract within 7 calendar days after the date of acceptance of tender. The works shall be completed in all respects within the time of completion of one month reckoned from the 7 days after the date of acceptance of tender. The time of completion specified shall include time required for all preliminary and enabling works and final clean up of the premises.

#### D. 010 STAKING OUT THE WORKS

The work to be done shall be staked out by the Contractor at his cost and checked by competent officials of the Corporation independently. The Contractor shall provide such reasonable assistance as may be required for checking, free of cost. No work shall be commenced before such

checking and clearance given by an officer not below the rank of the Project Manager in charge of this work. For the purpose of this contract 'staking out work' shall include necessary surveys and setting out. Benchmarks and survey stakes shall be preserved by the Contractor and in the event of their destruction or removal by him or his employees they shall be replaced by the Corporation at Contractor's cost. The Corporation reserves the right to establish Bench Marks in structures put up by the Contractor and such Bench Marks will also be governed by the above condition.

#### D. 011 RETENTION MONEY

From each bill of the contractor, a 10% deduction will be made towards additional security for the due fulfillment of the terms of the contract subject to the condition that the maximum amount that may be retained by way of guarantee fund (ie. by way of security deposit and deductions in part bills in respect of a contract as security for the due fulfillment of the terms of contract) shall not ordinarily exceed 10% of the Probable Amount of Contract, agreed at the time of award of contract. A review of liabilities shall be made by the Engineer to satisfy himself of the position before making payment and any dues to the Corporation will be recovered from his bills or otherwise.

The retention amount will not be released until the work is completed in all respects to the satisfaction of the Corporation and taken over by the Corporation. Till then responsibility of the structure and other works will rest with the Contractor. Before releasing the retention and the security deposit it has to be ascertained that there is no liability outstanding against the Contractor, with the Corporation.

#### D. 012 TENDER RATES

The rates are to be quoted for the items of work should be for finished work and should be inclusive of all auxiliary items to complete the works according to the specification and drawings.

This being item rate contract, the tenderer shall quote the rate for each item separately.

The rates are deemed to be inclusive of all labour, materials, chargeable expenses and all taxes and excise duty that may be levied by the Government or any other Body unless otherwise specifically mentioned herein. Service tax payable, if any, on account of this contract and the work covered herein, as per Government decisions in force from time to time, will be the liability of the Contractor and the rates quoted shall be inclusive of all such payments.

The tenderer shall include in the rate quoted by him all wages and other benefits to be paid to the labour and other employees directly or indirectly engaged on the work or part of it by him or his sub contractors or piece work contractors.

#### D. 013 RATES OF WAGES AND RECRUITMENT OF LABOUR

- a) 'No labour' below the age of 14 years or below such age as may be prescribed by the Government from time to time in this regard shall be employed on the work. Fair wages not less than minimum wages that may be fixed from time to time in accordance with the Law or Act or rules thereunder applicable to the area covered by the work, plus fringe benefits and other customary benefits that are or may become payable in the locality shall be paid by the Contractor to all labour including Sub Contractor's and piece work contractor's labour and these wage rates shall be prominently displayed in the labour camp and important work sites in Malayalam and English scripts. The payment of wages to the labour shall be made at regular and reasonable

intervals and shall be governed by the labour regulations. Proper identity cards shall be issued and acquittance records for such payments shall be maintained and made available for inspection at any time.

b) The Contractor must assume all responsibilities for payment of wages and other benefits that may have to be paid by him to his labour and employees from time to time as well as applicable cess, contributions, etc to the concerned authorities till the completion of work whether minimum wages have been notified or not. Any increase in the fringe benefits and other customary benefits that the contractor may have to pay from time to time either based on conciliations or otherwise will not be reimbursed by the Corporation.

c) While recruiting labour preference should be given to those labourers available in local area, to the extent possible.

#### **D. 014 ADOPTION OF PWD SCHEDULE OF RATES**

The PWD Schedule of rates is adopted by the Corporation for estimating purpose wherever applicable. The Schedule of rates may be revised from time to time. Such revisions of Schedule of rates and adoption of the revisions in the Corporation shall not be a reason for claiming revision of rates by the Contractor. The rates agreed to by the Contractor shall be independent of PWD Schedule of rates (including) and shall be based on Contractor's own judgment on cost of labour, materials, transportation, chargeable expenses etc. that he has to pay during the currency of the contract for the extended periods, if any. No claim for revision of rates agreed will be allowed on any account during the currency of this contract or during the extended period of contract, if any.

#### **D. 015 FIRM PERIOD OF ACCEPTANCE**

The tenders will be considered firm for acceptance for a period of 4 calendar months after the date of opening of tenders. No tender can be withdrawn before the firm period is over. The offer of tenderers who alter their terms of offer, except for withdrawal of additional conditions put forth with tender, during the period of validity will be rejected. Any tenderer who withdraws his tender or alter it before the end of the firm period will do so at the risk of his Earnest Money being forfeited to the Corporation.

#### **D. 016 SITE INVESTIGATIONS AND REPRESENTATIONS**

It shall be clearly understood that the Contractor has satisfied himself as to the nature and location of the work, the general and local conditions, including those bearing upon transportation, disposal, handling and storage of materials, availability and nature of labour, availability of water etc or similar physical conditions at the site, the configuration and condition of ground, the character, quality and quantity of the surface and the sub surface materials to be encountered, the character and capacity of equipment and facilities needed preliminary to and during the execution of the work including scaffolding, ladder, other safety devices etc and all other matters which can affect the work in any way or the cost thereof under this contract. Any default or failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from the responsibility for the execution of the contract unless the contract expressly provides that the responsibility thereof is assumed by the Corporation.

If the drawings, specifications or description of items under the Schedule of items (Tender Schedule) do not contain particulars of materials and work which are obviously necessary for the proper completion of the work and the intention to include which is nevertheless to be inferred, all such materials and works shall be supplied and executed by the Contractor without extra charge, and the Corporation will furnish to the Contractor with reasonable expedition, after receiving from the Contractor a request in writing thereof, such details as are necessary.



#### D. 017 ITEM RATE CONTRACT SYSTEM

Item rate contract system is to be followed for this tender. In this system, departmental estimate rates including cost of materials, contractor's profit etc. are provided in the Tender Schedule. The estimate rates provided are for finished items of work as described in the Specifications and the Schedule and include contingent items required for the work.

Departmental estimate rates and the amount for each item of the estimated quantities along with the grant total of all items are shown in the Schedule.

No material is to be supplied departmentally. All materials shall be procured by the Contractor. If under any circumstance it is decided to issue any material departmentally the actual cost thereof will be recovered.

Tenderes should quote rate for each item of schedule and amount for each item for the quantity noted. They shall also show total probable amount of contract or their net PAC.

The rate accepted and specified in the agreement shall not be changed on any account whatsoever, and this rate shall hold good for all items done under the contract irrespective of variation in quantities and/or substitution by extra item, variation in the quantity of departmental supply of materials.

The rate quoted by the Contractor should be inclusive of all Sales Tax / VAT/ Service Tax and all other taxes applicable.

#### D.018 RATES FOR LUMPSUM ITEMS

The tenderer should quote specific amount for lump sum (L.S.) items when called for to do so and payment for these items will be regulated for the actual quantity carried out at Departmental Schedule of Rates without profit or based on tendered rate of allied items of work if such items exist. But the total amount payable will be limited to the L.S amount quoted by the tenderer. In case the total amount thus paid works out to an amount less than L.S agreed to, the balance amount also will be paid on completion of the L.S items of work.

#### D.019 CHANGE IN QUANTITY

The quantities given in the Schedule are indicative of our requirement and shall be treated as approximate only for comparing tenders and no claim shall be made against the Corporation for excess or deficiency therein whether actual or relative. The Contractor shall agree to do entire quantity required for completing the work as per the specifications at agreed rates irrespective of change in quantities. The Schedule is prepared based on preliminary designs and data available at the time of inviting tenders and the quantities and items can vary on finalizing the designs and when more data become available.

In case there is reduction in quantities of any item due to change in design or technique in the construction, the rate quoted shall hold good for the reduced quantity also. No claim shall lie against the Corporation on account of increase or decrease in quantity.

#### D. 020 RIGHT TO VARY WORK

The right to carry out the work either in conformity with or in a manner entirely different from the terms of this intimation that may be considered most suitable subsequent to the receipt of tenders due to exigencies of work is reserved with the Corporation and the Contractor shall carry out such changes as directed to be done by him.

#### D. 021 CORRECTNESS OF THE TENDER

It shall definitely be understood that the Corporation do not accept any responsibility for the correctness or completeness of the Schedule and that the Schedule is liable to alteration by omissions, deductions or additions, at the discretion of competent departmental officer or as set forth in the conditions of the contract.

**D. 022            FAILURE TO EXECUTE THE WORK**

If due to default of the Contractor to pay requisite deposit, sign contract or take possession of the site and execute the work with proper diligence any loss to the Corporation results, the same will be recovered from him as arrears of revenue but should it be a saving to the Corporation the Contractor shall have no claim whatever be 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 as the Corporation may decide.

**D. 023            SIGNATURE OF THE TENDERER\_**

The tenderers should affix their signature in the tender documents wherever so decided and initial all pages and all the correction including erasures appearing in the tender document, and also fill up the blanks, if any, left therein for them to do so before submission of tender, failing which the tender may stand the chance of rejection.

**D. 024            POWER OF ATTORNEY**

Contractor shall not without previous sanction in writing of the Authority accepting the tender, execute any power of attorney in respect of any matter, touching this contract and any such power of attorney executed without such sanction shall not be recognized by or be binding upon the Corporation or their officers. It shall be entirely within the discretion of the Authority accepting the tender either to grant such sanction or to refuse it or to revoke a sanction once given.

**D. 025            QUICKNESS AND PROMPTNESS**

The tenderer may take note that quickness and promptness in execution of the work is the essence of this contract.

**D. 026            TAX CLEARANCE CERTIFICATE**

The Corporation may require the Contractor to produce income tax, agriculture income tax and sales tax clearance certificates before entering into the agreement with him for the contract and the Contractor will have to produce all such certificates as called for. Final payment will be made only after the production of the tax clearance certificates. Recoveries, if any, of the above taxes payable by the Contractor may be made from the bills due to him from the department on receipt of advice from assessing authorities and as per rules in force from time to time.

**D. 027            ORDERS AFTER AWARD**

After the tender has been accepted by the Corporation, all orders and instructions to the Contractor shall except as herein otherwise provided, be given by the Engineer-in-charge on behalf of the Corporation. The Contractor shall procure licenses, permits, qualifications, etc whenever and wherever necessary under any rules or regulations from his part for the completion of the work, Corporation shall have no responsibility in this regard.

**D. 028            LABOUR RULES**

The Contractor shall be bound by the provisions of Contract Labour Regulation and Abolition Act, 1970 and the Rules framed thereunder. He shall get himself registered under the Act at the appropriate time. The Contractor shall implement the provision of this Act also scrupulously.

The Contractor shall also be bound by the applicable Contract Labour Regulations in respect of wages, payment of wage, fixation of wage periods, registers to be maintained by the Contractor, display of Notice regarding wages, fines and deductions, maintenance of registers, submission of returns etc.

**D. 029 SAFETY CODE**

The Contractor is bound to follow the applicable safety provisions provided herein in these specifications and as per rules prevailing from time to time and to follow the directions of the Engineer-in-charge to ensure safety. The cost of providing safety provisions shall be deemed to be included in the rates agreed to. All safety rules and regulations introduced from time to time by appropriate authorities shall also be followed at no extra cost.

**D. 030 SAFE GUARDS FOR ENVIRONMENTAL PROTECTION**

The Contractor is bound to follow the safeguards that are provided herein in these specifications in respect of safeguard for environmental protection at no extra cost. The acts, rules and regulations in this respect introduced from time to time shall also be followed at his cost without fail.

**D. 031 MANAGEMENT OF WORKS**

It is Contractor's responsibility to manage the entire works to produce the results as contemplated herein. It is for him to plan, organize and execute the work and to manage the labour. The Corporation's responsibility is strictly limited to the obligations specified herein and for making payments for the finished works carried out.

In case the Contractor is not able to manage the work properly and his conduct is conducive to create indiscipline at site and to create confusion in contract administration as adjudged by the Agreement Authority, it shall be competent to the Agreement Authority to terminate the contract and arrange the work at Contractor's risk and cost. The Contractor shall also comply with the directions of department in respect of planning, organizing, execution and management of works. Failure to do so will lead to termination of contract at Contractor's risk and cost. In case of any labour strikes, gheraos, indiscipline or unrest of the labour, if the Contractor sustains any loss or damages, the Corporation shall not be liable for any loss or damage to the Contractor.

**D. 032 LAW AND ORDER**

Maintenance of Law and Order is the responsibility of the Government. It is the Contractor's responsibility to maintain good relations with the labour and others and to maintain discipline of labour at site. Any problem on maintenance of Law and Order has to be referred to the appropriate Government Authority for redressal, by the Contractor.

**D. 033 DISPUTES WITH LABOUR**

Any dispute between the labour and the Contractor shall be resolved by the Contractor without loss of time and in case the dispute cannot be resolved in reasonable time it shall be referred to the Labour Department and decisions taken during conciliation meetings shall be binding on the Contractor. Any extra cost involved as a result of conciliation settlement shall be borne by the Contractor.

All disputes between the Contractor and the labour shall be classified as industrial disputes.

In case it is found that disputes between the Labour and the Contractor are not resolved in time, the Corporation may help the Contractor in accelerating conciliation process without any commitment on the part of the Corporation.

#### D.034 SUBLETTING OF CONTRACT

Subletting of the work in full will not be permitted. Similarly subletting of the work in part will not be permitted in the normal course, as it may not be practicable for the Corporation to confirm whether the intending sub contractor has the required previous experience in works of similar nature and to ensure his competency in taking up the work. However, in exceptional cases where it is required to sub let the work in part, the Corporation reserves all rights to insist a qualification process for the intending sub contractors on the basis of Technical Bids to be submitted by them, in line with the Technical Bid forming part of this tender. The Contractor shall not, without the consent in writing of the Corporation, sub-let any part of the contract, other than for raw materials or for minor details or for any of the work of which the makers are named in the contract, provided that any such consent, if given, shall not relieve the Contractor from any obligation, duty or responsibility under the contract. If for sufficient reason at any time during the progress of work, the Corporation determines that any sub contractor/ piece work contractor is incompetent or undesirable Corporation will notify the Contractor accordingly and immediate steps shall be taken for cancellation of such sub contract/ piece work contract. Sub letting by sub contractors shall be subject to the same regulations. Nothing contained in the Contract shall create any contractual relation between any Sub Contractor/ Piece Work Contractor and the Corporation.

#### D. 035 LABOUR REPORTS

The Contractor shall report monthly, within 5 days after the close of each calendar month, on forms to be specified by the Engineer, the number of persons under different category on their respective pay rolls and pay rolls of their sub contractor and piece work contractor and such other information as may be required by the Engineer.

Labour reports showing the strength of labour and other details under each category should be submitted by the Contractor every week, if so required by the Engineer.

#### D. 036 REMOVAL OF SUB CONTRACTOR, SUB CONTRACTOR'S AGENT AND EMPLOYMENT OF RETIRED PERSONNEL FROM GOVERNMENT/ CORPORATION SERVICE

The Contractor shall at the instance of the Engineer-in-charge or other Officer-in-charge remove from work any workman, sub contractor or employee in his service, who may be objected to for any cause. He shall not employ any person previously in service of the Corporation or the Government without definite written sanction.

#### D. 037 POWER TO ADD, VARY OR OMIT WORK

No alterations, amendment, omissions, additions, suspensions or variations of the work hereinafter referred to as variations under the contract as shown by the drawings or the specifications shall be made by the Contractor except as directed in writing by Engineer -in-charge but the Engineer -in-charge shall have full power from time to time during the execution of the contract by notice in writing instruct the Contractor to make such variations without prejudice to the contract and the Contractor shall always carry out such variations and be bound by the same conditions as far as applicable as though the said variations occurred in specifications.

#### D. 038 EXTRAS

1.
  - i) An extra item of work is an item of work not expressly or impliedly provided for in the Schedule of items, plans or specifications of the contract. They will include items of works which though highly necessary for the proper execution of the work and for its completion, were not provided for in the original contract.
  - ii) The rate for an extra item will be determined depending on the cost of various elements which should be considered in arriving at the rate for an extra item and will be fixed on the principles laid down below.
  - iii) The extra items will be paid only after executing supplemental agreements.
2. The following conditions will precede the execution of an extra item of work:
  - i) There shall be an order in writing to execute the extra item of work duly signed by the Agreement Authority or persons authorised by him. Failing such a sanction the Corporation may not entertain any sort of claim for such an extra item.
  - ii) If the Contractor for any reason finds that extras are involved he should give notice to the Agreement Authority to this effect and shall proceed with the execution of the extra item only after receiving instruction in writing from the Agreement Authority or an authorised person.
3. Extra items for the purpose of payments may be classified as additional, substituted or altered items, depending on their relation or otherwise to the original item or items of work.
4. The principles for arriving at the rate for an extra item are given below. Normally the rate for an extra item will also be specified when the work order for the extra item is given. If this is not done the rates will be fixed and separately intimated to the Contractor for executing supplemental agreement.

The rates for extra items shall be worked out as below:

- i) In the cases of all extra items, whether additional, altered or substituted, if departmental data rates for identical items are provided for in the contract such rates shall be applicable.
- ii) In the case of all extra items, whether additional, altered or substituted for which similar items exist in the contract the rates shall be derived from the departmental estimate rate of the original item by appropriate adjustment of cost of affected components.
- iii) In the case of extra items, whether additional, altered or substituted for which similar items do not exist in the contract and rates exist in the departmental schedule of rates, the rates shall be arrived at on the basis of the departmental data rate applicable at the time of this tender notification.
- iv) In the case of additional items, the rate shall be arrived at on the basis of the departmental data rates applicable at the time of this tender notification.
- v) In the case of extra items, whether additional, altered or substituted, for which rates cannot be derived from similar items in the contract and only partly from the departmental schedule of rates, the rates for such part or parts of items as are not covered in the schedule of rates shall be determined by the Engineer on the basis of prevailing market rates giving due consideration to the analysis of the rate furnished by the Contractor, with supporting documents, including Contractor's profit. This shall be added on the departmental rate for the other part of the item for which rates can be derived from the Schedule of rates.

vi) In the case of extra items, whether additional, altered or substituted, for which rates cannot be derived either from similar items in the contract or from the departmental schedule of rates, the Contractor shall within 14 days of the receipt of the order to carry out the said extra items of work, communicate to the Engineer in charge, the rate which he proposes to claim for the item, supported by analysis of the rate claimed and the Department shall within one month thereafter, determine the rate on the basis of the market rate giving due consideration to the rate claimed by the Contractor.

For working out rates as per clause 4(v) and 4(vi) the market rates to be adopted will be the rates prevailing in the market at the time of ordering the work or executing the work whichever is earlier.

vii) Wherever the term "Departmental Data Rate" appears it shall mean the rate derived from the department schedule of rates allowing Contractor's profit also. Contractor's profit that will be allowed for extra items will be as provided in the PWD schedule of rates applicable at the time of this tender notification. Extra items will be worked out in the same manner giving provisions as for rates worked out in the original data while tendering for the work following the same schedule of rates based on which the tender schedule was prepared.

5. Wherever the terms "Departmental Data/PWD Data/ PWD Schedule of rates" appear, it shall mean that the rates derived from Departmental data in vogue in the Corporation at the time of preparing the tender schedule will be accepted. In cases where it is not available it will be obtained from the PWD Data/PWD Schedule of rates applicable at the time of this tender notification.

6. Principal Project Consultant shall be the final authority to decide the classification under which a particular extra item comes in and his decision shall be final and binding.

7. The rate once fixed for an extra item will not be varied during the currency of the contract.

8. For extra items, cost on labour, materials and transport charges will be calculated on the basis of those applicable for the locality as given in the PWD Schedule of rates prevalent at the time of invitation of tenders for the work.

9. If any material is supplied by the Corporation for any extra item, the cost thereof will be excluded while allowing profit.

10. The Contractor's profit including overhead charge for extra items will be reckoned at 15%.

#### D. 039 DEATH, BANKRUPTCY

If the Contractor shall die or commit any act of bankruptcy or if being a Company/Corporation commence to be wound up except for reconstruction purpose or carry on its business under receiver, liquidator or any person in whom the contract may become vested such person shall forthwith give notice thereof in writing to the Engineer-in-charge and shall within one month during which time he shall take all reasonable steps to prevent stoppage of the work, have the option of carrying out the contract subject to his or their providing such guarantee as may be required by the Engineer-in-charge not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the work, the period of the option under this clause shall be fourteen days only, provided that should the above option not be exercised, the contract may be terminated by the Corporation by notice in writing to the Contractor and the same

power and provisions reserved by the Engineer-in-charge in clause D. 055 on taking over the work from the Contractor shall immediately become operative.

#### D. 040 WORKS ON SITE AND CO-OPERATION WITH OTHER CONTRACTORS

The work shall be carried out at such time as the Engineer-in-charge may approve and so as not to interfere unnecessarily with the conduct of the Corporation's business but the Engineer-in-charge shall give the Contractor all reasonable facilities for carrying out the work.

In the execution of the work no person other than the Contractor or his duly appointed representative, sub contractor and workmen shall be allowed to do work on the site except by the special permission in writing of the Engineer-in-charge or his representative, but access to the work at all times shall be accorded to the Engineer-in-charge and his representative and other authorized officials or representatives of the Corporation, including the Architect and other consultants appointed for this Project by the Corporation

Nevertheless, the Contractor shall permit the execution of other works, if any, by other contractors or tradesmen whose names shall have been previously communicated in writing to the Contractor by the Engineer-in-charge and afford them every facility for the execution of their works simultaneously with his own.

#### D.041 LIMITED POSSESSION OF SITE

The Corporation will provide at the work site the right of way for permanent works or installations, and right of way for access thereto over routes established by the Corporation. The Contractor will be permitted to have limited use of the site for the work.

Until such facility is given as aforesaid no material shall be delivered to the site or work performed upon the site or other lands for the purpose of carrying out this contract.

The use of site provided by the Corporation shall not be deemed to give the Contractor any right of exclusive possession of the site, but only such right of use as shall be necessary to enable him to perform the works effectively as a licensee.

#### D. 042 FINDS ON WORKS

All gold, silver, oil, or other minerals of any description and all precious stones, coins, treasure, relics of antiquity and other similar things which may be found in or upon, the site shall be the absolute property of the Government and the Contractor shall duly preserve the same to the satisfaction of the Engineer-in-charge and shall from time to time deliver the same to such person or persons as the Engineer-in-charge may from to time appoint to receive the same.

#### D. 043 INSPECTION

- (a) Except as otherwise provided in paragraph (d) hereof all material and workmanship shall be subjected to inspection, examination and testing by the Corporation at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried out. The Corporation shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily replaced with proper materials without charge therefore and the Contractor shall promptly segregate and remove the rejected materials from the site at his own cost. If the Contractor fails to proceed at once with the replacement of rejected material and/or the correction of defective workmanship, the Corporation may on contract or otherwise replace such material and/or correct such

workmanship and charge the cost thereof to the Contractor and/or may terminate the right of the Contractor to proceed further as provided under clause D.055 of these specifications. The Contractor shall also be liable for any damage resulting there from to the same extent as provided in the said paragraph on termination there under.

- (b) The Contractor shall furnish promptly and without any additional charge all reasonable facilities, labour and materials necessary for the safe and convenient inspection and test that may be required by the Corporation. All inspection and test by the Corporation shall be performed in such a manner as not to necessarily delay the work. Special full size and performance tests shall be done as described in the specification. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready for inspection, at the time of inspection as required by the Corporation.

#### D. 044 LINES AND GRADES

The Contractor shall provide such forms, ladders, spikes, nails, light and such assistance as may be required by the Authorised agency in checking lines and grades. The line and grade stakes and Bench Marks shall be preserved carefully by the Contractor until they have served their purpose. Works shall be suspended at such points and for such reasonable time as may be required to check the lines and grades established by the Contractor. No additional compensation will be paid to the Contractor for required assistance in checking lines and grades or for loss of time on account of such necessary suspension of work or otherwise on account of requirements of this paragraph.

#### D. 047 ENGINEER'S DECISION

In respect of all matters which are left to the decision of the Engineer-in-charge including the granting of or withholding of certificates, the Engineer i/c shall, if required to do so by the Contractor give in writing a decision thereon and his reasons for such decisions. All decisions of the Engineer in charge shall be final and binding.

#### D.054 FORCE MAJURE

In case the Corporation is not able to discharge its obligations from time to time in respect of this contract due to reasons beyond the control of the Corporation the Contractor is not eligible for any compensation.

#### D. 055 NEGLIGENCE AND TERMINATION OF CONTRACT

If the Contractor fail or neglect to comply any reasonable order given to him in writing by the Engineer-in-charge in connection with the work or contravene the provisions of the contract, the Engineer -in-charge may give 7 days notice in writing to the Contractor, to make good the failure, neglect or contravention and should the Contractor fail to comply with the notice within reasonable time from the date of service thereof, in the case of failure, neglect or contravention capable of being made good within that time, then and in such case the Engineer-in-charge shall be at liberty to employ other workmen and forthwith perform such work as the Contractor might have neglected to do or if the Engineer-in-charge shall think fit, it shall be lawful for him to take the work wholly or in part, out of the Contractor's hand by termination of contract and re-contract at reasonable price with any other person or provide any other materials, tools, tackle, or labour for the purpose of completing the work or any part thereof at Contractor's risk and cost, and in that event



the Corporation shall have free use of all the materials, tools, tackle, or other things of the Contractor or Sub-Contractors if any, which may be on the site for use, any time in connection with the work and the Corporation shall be entitled to retain and supply any balance which may otherwise be due on the Contractor by them to the Contractor or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid in addition to other remedies as in the case of breach of contract.

If the cost of executing the work as aforesaid shall exceed the balance due to the Contractor and the Contractor fails to make good the failure, neglect or contravention, the said materials, tools, tackle or other things which are the property of the Contractor may be sold by the Corporation and the proceeds applied towards the payment of such difference and the cost incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the Contractor on the certificate of the Engineer -in-charge but when all expenses, cost and charges incurred in completion of the work are paid by the Contractor all such materials, tool, tackle or other things remaining unsold shall be removed by the Contractor.

Recoveries on this or any other account due to the Corporation from the Contractor will be made either from the sums that may be due to Contractor on this or any other work and/or through any legal actions including actions under the Revenue Recovery Act in force in Kerala.

In the event of termination of contract the Contractor must forthwith make available to the department all the working areas and access thereto as well as sites which were in his occupation for the performance of the contract. He should also return the tools and plant which were given to him by the Corporation. In this case the Contractor will be called upon to bear the extra cost, if any, involved in making fresh arrangements for the work but shall have no claim whatsoever should fresh arrangements result in profit to the Corporation.

#### D. 056            PROGRESS

The work as per this tender is to be completed in all respects within a period of four months from commencement. The construction schedule shall be prepared accordingly and got approved by the Engineer -in-charge.

The progress of work will be watched with reference to the above schedule and any shortfall at any stage may result in termination of the contract and re arranging the same at the risk and cost of the Contractor.

The Contractor should maintain proportionate progress in execution of the work with the target date for the work in view. Shortly after the contract is awarded, the Contractor should furnish the programme of work (construction schedule) keeping in view the target dates as agreed and try to improve on the same. The programme should be got approved and adhered to. Wherever the programme has to be deviated from, prior approval of the Engineer -in-charge should be obtained explaining the cause for such deviation and a revised programme made out. In preparing such a revised programme the target dates mentioned above will not normally be allowed to be altered except for reasons entirely unforeseen or beyond the control of the Contractor. For medium and large size works, the programme shall be submitted in a PERT chart detailing the sequence of all operations from beginning till end of the work and including sequence of all major items of work. The work shall be proceeded with only after approval of the programme. The Contractor shall also report in prescribed proforma the progress of work during the week and analyze the programme with respect to approved programme and give reasons for delay and indicate steps taken to correct the shortfall, if any. Failure to submit weekly progress report will be considered as breach of contract and shall be dealt with according to relevant provisions herein.

Failure to keep up to the approved programme in force will be considered as negligence in the execution of the contract and dealt with as provided for in clause D.055 of conditions of contract.

To achieve the required progress, work may have to be carried out round the clock whenever necessary. The period of completion and number of working days specified shall not be affected by the number of shifts worked each day. No extra amount on account of any shift work is payable to the Contractor. Sufficient notice should be given by the Contractor to the Engineer-in-charge regarding the details of works in shifts so that necessary departmental supervision could be provided. If due to some locally existing situation night shifts are not possible at any stage of the work the Contractor should plan the work giving due consideration to such situations.

If the Contractor shall be hindered in the execution of his work, for any reasons beyond his control and not attributable to his own default, so as to necessitate an extension of time allowed for its completion he shall apply in writing to the Engineer-in-charge who shall, if reasonable grounds be shown, authorize such extension of time, if any, as may in his opinion, be necessary subject to the approval of the Corporation and without such written authorization of the Engineer-in-charge the Contractor shall not be exempted from the damages leviable under the terms of this contract.

#### D. 057 WORK CARRIED OUT AT NIGHT

Wherever work is carried out at night, adequate lighting of working areas and access paths should be provided by the Contractor, at his cost. The work area should be kept well lit.

#### D. 058 LIQUIDATED DAMAGES

The dates fixed for commencement and completion of the works as per the agreement shall be strictly observed by the Contractor. The progress of work will be watched on the basis of the approved programme. For any delay the Contractor shall pay damages @ 0.5% of the estimated value of the balance work of the contract for every 7 days subject to maximum of the retention money + security deposit. For delays caused due to reasons beyond the control of the Contractor time extension shall be granted, if applied for by the Contractor, substantiating the reasons for delay as beyond their control. However no revision of the rates shall be allowed on any ground or for any reason whatsoever in such extension of time period.

The Corporation shall have right to claim damages for the loss sustained by the Corporation, if any, owing to the delay in execution of the work by the Contractor or due to the negligence or other action on the part of the Contractor in violation of the provisions of the contract.

#### D. 059 TERMS OF PAYMENT

a) Payments will be made for works done at the agreed rate based on the Tender Schedule. The agreed rate shall cover all incidental charges and is for finished work as per specifications and conditions of contract.

b) Normally, part payments will be made based on quantities of work done subject to the limitations specified in respect of the following item.

For excavation in any part of the work, payment will be made only after the excavation in that part is completed.

c) All payments made as above will be treated as part or interim payments subject to such adjustments as may be needed at the time final measurements are taken.

d) Interim bills: Interim payments can be claimed by the Contractor for works actually carried out, subject to other relevant conditions, provided that each such claim shall be for at least

50% of the total P.A.C. On presentation of bills claiming such interim payments, an assessment would be made by the Chief Engineer/person specifically authorised by the Managing Director/Chief Engineer for this purpose and 70% of the since last value assessed as due to the Contractor would be released immediately, say within five working days, after effecting provisional recoveries towards taxes and other statutory dues and any other amounts found due from the Contractor and the interim payment would be settled within a period of one month, in the normal course, by finalizing the interim bills by the Corporation based on measurements duly recorded by the Corporation.

e) Recoveries towards retention, taxes and all other statutory payments due will be effected from the interim bills and final bill, as per relevant terms and conditions of the contract.

f) The onus of preparing interim bills in acceptable formats rests with the Contractor. However, payment will be made only after checking the measurements and computations and satisfying about the accuracy of the stage of payment with reference to the interim bills, by the Corporation.

g) The final bill shall be submitted by the Contractor in the prescribed form within one month of completion of the work; otherwise the Engineer's certificate shall be accepted as final and binding on all parties.

h) No work will be paid for unless thoroughly good and fully in accordance with the specifications and should prove inadvertence bad work be passed and paid for, it will nevertheless be perfectly competent for the Engineer-in-charge to strike the same out of the account at any future time and record the value at any date previous to or at the time of granting the final certificate.

i) If any amount which by virtue of this contract may be due to the Contractor but not claimed for payment within 3 months from the date on which it falls due, the same will be placed in deposit account and if the amount so placed remains unclaimed for 3 years thereafter the Contractor or others to whom it may legally be due will forfeit the same which will be finally credited to the Corporation.

j) Retention amount will be released on completion of the work and handing over as per relevant terms and conditions of this contract.

k) Security Deposit will be released after the Defect Liability Period of one year after taking over by the Corporation.

#### D. 060 CORPORATION'S RIGHT TO EXECUTE THE WORK

Corporation reserves the right to execute all or any portion of the contract either themselves or otherwise without assigning any reasons thereof and in such an event the Contractor will have no claim for any compensation whatsoever. In case the works are supplemented or arranged otherwise due to default on the part of the Contractor the provisions under termination of contract shall apply.

#### D. 061 DRAWINGS

The drawings which form part of these specifications show the work to be done under these specifications as definitely and in as much detail as is possible at the present stage of development of the design. These drawings will be supplemented or superseded as the work progresses by such additional, general, revised and detailed drawings as may be considered necessary or desirable by the Agreement Authority. Such additional, general, revised and detailed drawings will show dimensions and details necessary for construction purpose more completely than are shown on the attached drawings for all features of the work and for the installation of machinery or equipment not yet purchased, and in case there is difference in detail or in

specifications in these drawings from those given in tender specifications and drawings, the details given in these additional, general, revised and detailed drawings shall prevail. The Contractor shall be required to perform the work on these features and in accordance with the additional, general, revised and detailed drawings mentioned above. The Contractor shall check all drawings carefully and advise the Agreement Authority any errors or omissions, as full instruction will be furnished to the Contractor, should any errors or omissions be discovered. The Contractor shall, on request, be furnished with such additional copies of the specifications and drawings as may be required for carrying out the work.

The drawings and specifications are to be considered as explanatory of each other and should anything appear in one that is not described in the other, no advantage shall be taken of any such omission. In case of disagreement between specification and tender drawings, the conditions of the specifications shall govern the contract. Should any discrepancies, however, appear, or should any misunderstandings arise as to meaning and interpretation of the said specifications or drawings or as to the dimensions or the quality of the materials for the proper execution of the works or as to the measurements or quality and valuation of the works executed under the contract or extras there upon, the same shall be finally decided by the Agreement Authority.

Figured dimensions on drawings shall supersede measurements by scale and drawings to a large scale shall take precedence over those on a small scale. Special directions incorporated on the drawings shall be complied with strictly.

#### D. 062 CLEAN UP

Upon completion of the work the Contractor shall remove from the vicinity of the work all plant, buildings, rubbish, unused materials, concrete forms and other like materials belonging to him or put up under his direction during construction, to the satisfaction of the Engineer-in-charge and in the event of his failure to do so, the same may be removed by the Corporation at the expenses of the Contractor.

#### D. 063 WORKS TO BE EXECUTED TO THE SATISFACTION OF THE ENGINEER

The Contractor shall proceed with the works with diligence and expedition as per specifications and directions, to the entire satisfaction of the Engineer -in-charge who shall have full power to order the Contractor to alter, enlarge or diminish the forms, dimensions, portion or quantities of any of the works or to make use of materials and workmanship of different description and qualities from those herein specified. Works are to be properly carried out to the satisfaction of the Engineer-in-charge.

The whole of the works entrusted to the Contractor together with any temporary works associated therewith shall be carried out in the most substantial, proper and workman like manner with the best materials and workmanship, and to the entire satisfaction of the Engineer-in-charge and in such order of time as directed. The Contractor shall attend to and execute without delay, all orders and instructions which may from time to time be issued by the Engineer-in-charge as well as the Corporation. When the works or their appurtenance foul with the arrangements of other units of work not covered by these specifications, working methods shall be discussed with the Engineer-in-charge and his prior concurrence shall be obtained.

#### D. 064 EXECUTION OF WORKS IN CONFORMITY WITH THE CONTRACT DOCUMENTS

The whole of the works entrusted to the Contractor shall be executed in perfect conformity with the contract documents and such explanatory and detailed drawings and directions as may be furnished from time to time by the Engineer-in-charge for the guidance of the Contractor.

**D. 065 CONTRACT INCLUDES ALL NECESSARY OPERATIONS**

The contract is to include the whole of works, whether permanent or temporary which are described in or implied by the contract documents which may be inferred to be obviously necessary for the efficiency, stability and completion of the permanent works and also the performance of all other operations and the supplying of all materials, labour and chargeable expenses and things described in or implied by the contract documents which may be deemed desirable or required for the completion in all respect of the above works to the entire satisfaction of the Engineer-in-charge and all such matters shall be deemed as included in the rates/sum quoted by the Contractor.

Works shown upon the drawings and not mentioned in the specification or described in the specification without being shown on the drawings shall nevertheless be held to be included in this contract and their execution to be covered by the quoted contract rate/ sum in the same manner as if they have been expressly shown upon the drawing and described in the specification also. If the Contractor has any doubt with regard to any details mentioned in the drawings or in the specifications, he may refer the matter to the Engineer-in-charge in writing and get the clarifications needed.

**D. 066 THE CONTRACTOR TO SUPPLY AND BE RESPONSIBLE FOR THE SUFFICIENCY OF THE MEANS EMPLOYED**

The Contractor must take upon himself the entire responsibility for sufficiency of scaffolding, timbering, machinery, tools or implements, and generally of all the means including labour, materials etc to be used for the fulfillment of this contract, whether such means may or may not be approved or recommended by the Engineer, and the contractor must accept all risks in the execution of work including risks of accidents, or damages, from whatever cause they arise, until the completion of the contract.

**D. 067 FENCING AND LIGHTING**

Except as hereinafter provided the Contractor shall unless otherwise specified be responsible for the proper fencing, guarding, lighting and watching of all works comprised in the contract and for the proper provisions of temporary road way, foot ways, guards and fences as far as the same may be rendered necessary by reasons of the work.

**D. 068 LIABILITY FOR DAMAGE TO WORKS OR PLANT**

The Contractor shall during the progress of the work properly cover up and protect the work from injury by exposure to the weather, natural calamities such as flood, rain etc and by any other causes and shall take every reasonable, proper, timely and useful precaution against accident or injury to the same from any cause and shall be and remain answerable for all liable accidents or injuries thereto which may arise or be occasioned by the acts or omissions of the Contractor or his supervisory staff or his workmen or his sub contractors and all losses and damages to the works arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the Contractor and to the satisfaction of the Engineer-in-charge. Should any such loss or damage happen to units of works or plant or material falling outside the scope of this contract, even those shall be replaced or compensated for by the Contractor to the satisfaction of the Engineer-in-charge.

Until the work shall be, or deemed to have been, taken over, the Contractor shall be liable for, and shall indemnify the Corporation in respect of, all damages or injury to any person or to any property of the Corporation or of others occasioned by the act or omissions of the Contractor or members of his organization including his workmen or his sub-contractors or piece-work contractors or by defective work or materials but not due to causes completely beyond his control.

**D. 069 MATERIALS, WORKMANSHIP ETC**

The work shall be executed in a thoroughly substantial manner with materials and workmanship of the best quality and strictly in accordance with the specification, and with the specification drawings or with such other drawings or written instruction as may from time to time be furnished to the Contractor in accordance with the terms of this contract and shall be completed in every respect with all materials and workmanship implied and necessary in accordance with the fair interpretation and meaning of the same and should there be any discrepancy between the drawings and specifications or any difference or dispute as to the dimensions to be worked to or the quality of the materials to be used or the mode of doing or periodical quantity of the work to be executed or with respect to any subject arising out of this contract the decision of the Engineer/ Authorised agency-in-charge shall be final and binding on the Contractor.

**D. 070 CONSTRUCTION / IMPLEMENTATION PROGRAMME**

The Contractor shall draw up an execution programme in such a manner as to complete the whole work in the time of completion specified elsewhere in the specifications. The programme shall be in such detail as to properly show the sequence of operations and period of time required for completion of the work under each item of the schedule. Irrespective of the fact that Contractor's programme is accepted in general, the Contractor will have to expedite or slow down certain items of work as directed by the Engineer-in-charge when sufficient and reasonable notice is given to him and revised construction programme shall be submitted at intervals of one month for the approval of the Engineer-in-charge. In addition thereto the Contractor shall immediately advise the Engineer-in-charge of any proposed changes in his construction programme. Such revisions shall not however affect or supersede the period of completion stipulated.

Failure to keep up the approved programme in force will be considered negligence in the execution of the contract and dealt with as such, as provided in clause D.055 of these specifications. Please see clause D.056 also.

**D. 071 PATENTS AND/ OR COPY RIGHTS**

The Contractor shall hold and save the Corporation, its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses on account of any copy-righted or un-copy-righted composition, secret process, patented or unpatented invention, article or appliance, used in performance of this contract, including their use by the Corporation unless otherwise specifically stipulated in this contract. Any patented invention the use of which by these specification is required or permitted in the alternative to be used and which the KTDFC has the right to use, royalty free, shall be available to the Contractor without payment of royalty.

**D. 072 SUSPENSION OF WORKS ON ACCOUNT OF CLIMATIC CONDITIONS**

The Engineer-in-charge may order the Contractor to suspend any work that may be subject to damage by climatic/weather conditions. The Contractor shall have no claim for compensation for loss on this account. Any event of stoppage of work should immediately be brought to the notice of the Engineer-in-charge in writing and the reason for such stoppage should be explained by the Contractor.

No claims of extra works/ expenditure necessitated due to stoppage due to the fault of the Contractor will be entertained. The Corporation shall not be liable for any loss or damages sustained by the Contractor on account of suspension of works on account of climatic conditions. On the other hand loss/ damage to the Corporation, if any, caused by stoppage not justified according to the Engineer-in-charge shall be realized from the Contractor.

No claim of extra works/expenditure necessitated due to stoppage on account of strike or agitation by the labour of the Contractor will be entertained.

working hours on all working days a clerk or some authorized person present in this office, who shall receive such notice on behalf of the Contractor.

**D. 076 JURISDICTION**

The contract shall be governed by the Laws of India and Kerala for the time being in force and be subjected to the jurisdiction of the Courts competence in Thiruvananthapuram, Kerala.

**D. 077 NO ADDITIONAL COMPENSATION FOR OPERATION NOT MENTIONED IN THE SPECIFICATIONS**

While describing the mode of measurement and payment, the technical specifications have elaborated many operations required for completing the work. The description of carrying out each item does not in any way prevent the Contractor from performing all other operations not described but required for completing the work as per specifications and the Contractor is entitled to no additional compensation.

**D. 078 NO CLAIM FOR DELAYS DUE TO DISPUTE ETC**

No claim for interest or damages will be entertained by the Corporation with respect to any money or balance which may be lying with the Corporation owing to any dispute, difference or misunderstanding between the Engineer on the one hand and the Contractor on the other hand or with respect to any delay on the part of the Corporation in making periodical or final payment or any respect whatsoever, and the Corporation shall not be liable for any interest or damages or loss to the Contractor.

**D. 079 MISUSE OF MATERIALS**

All materials arranged for bonafide use on works including auxiliary works should not be misused in any manner. If any misuse or waste through negligence by the Contractor comes to light he is liable to pay penalty as may be fixed by the Engineer-in-charge.

**D. 080 INTERFERENCE WITH OTHER WORKS AND SAFETY OF THE PUBLIC**

All access to work sites shall be provided by the Contractor at his own expense. During the period of time covered by this contract the Corporation and others may be engaged in other works in the vicinity of the work covered by these specifications. The Contractor shall arrange and prosecute the work under these specifications so as not to interfere with other works or with existing improvements. The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs and shall take all necessary precautions for the protection of the work and safety of the public. All barricades and obstructions shall be illuminated at night and all lights shall be kept lit from sunset to sunrise.

D. 081            ARBITRATION

No arbitration of any disputes on contracts will be allowed under any circumstances. In case of disputes between the Contractor and the Corporation, the Corporation / the Agreement Authority will give the final decision. If the Contractor is not satisfied with the decision, he may take up the specific dispute to the appropriate Court of Law for a ruling and this is not an arbitration clause.

D. 082            CORPORATION'S RIGHT TO SPLIT UP THE WORK

Corporation reserves the right to split the work and award a portion of the work to any Contractor instead of awarding the entire work to one Contractor. Contractors shall carry out at the agreed rates such portion or portions of the work as may finally be allotted to them by the Corporation.

D. 083            APPOINTMENT OF NOMINEE

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, and if the Contractor is a partnership concern and one of the partners dies, then all sums payable under this contract will be paid to the nominees of the individual contractor/ proprietor if there is one or to his/ her legal representative and in the case of partnerships, to the Partnership Firm if the same survives after the death of one partner and in all other cases, in accordance with applicable rules from time to time and the Contractor should fill the 'Form of Nomination' at the time of executing the agreement and should sign in the presence of two witnesses.

D.084            ATTESTATION OF CORRECTIONS

The tenderer shall note that it is possible to incorporate corrections in his tender, if found required, before the closing date and time of the tender, the same after getting instructions.

D. 085            PAYMENT OF SOLICITOR'S FEE

Solicitor's Fee, if any, to be paid to the Law Officers of Government/ Corporation, Advocates etc for scrutinizing or drawing up agreements, will be paid and recovered from the successful tenderer.

D. 086            MATERIALS TO BE FURNISHED BY THE CONTRACTOR

1. The Contractor shall furnish all materials required for carrying out the works. Samples of materials shall be produced as and when required and got approved by the Corporation. Corporation reserves the right to approve the materials based on advice of consultants, as per requirement.
2. Except where otherwise specified, all materials that will become part of the completed works shall be new and shall conform to the specifications. Where the requirements for any materials are not stated in these specifications the materials shall conform with the appropriate and most recent Indian Standard Specifications or such other specifications as the Agreement Authority may approve.
3. When furnishing of any materials is mentioned in the Schedule of item, in quoting the rate, the cost of furnishing, hauling, storing and handling of such materials shall also be included in the price tendered for.
4. While quoting for work based on the Schedule of items, wherein separate mention has not been made about furnishing etc., the rate shall include the cost of all materials including the cost of hauling, storing, handling etc.



5. Contractor shall make diligent effort to procure the specified materials, but where because of priorities or other causes, materials required by these specifications are not available substitute materials may be used, with prior written approval of the Engineer in charge. and the written approval will state the amount of price adjustments, if any, to be made. The decision of the Engineer in charge as to whether substitution shall be permitted and if so to what extent substitute materials may be used shall be final and conclusive. Where the amount involved or the importance of the substitution warrants an order for variation, the same will be issued; otherwise payments to the Contractor will be adjusted on the basis of prices stated in the written approval.
6. Materials and equipment furnished by the Contractor which will become part of the completed works shall be subject to inspection, examination and test. To allow sufficient time to provide for inspection, examination and testing, the Contractor shall submit to the Engineer in charge at the time of issue, copies in duplicate of all orders, including drawing and other pertinent information covering the materials and equipment to be inspected, examined and tested or shall submit other evidence in the event of such orders and equipment or the waiving of inspection, examination and testing thereof shall in no way relieve the Contractor from the responsibility for furnishing materials and equipments meeting the requirements of these specifications.
7. In the case of materials supplied by the Corporation which do not come under obligatory materials provided in the tender the cost of such materials are due to the Corporation immediately after the materials are handed over to the Contractor. The Contractor may prefer to choose payment for such materials immediately on receipt of materials or choose to allow the value of such materials to be recovered from his bills. In the latter case he will be charged interest at 21% till the cost of materials issued to him is fully recovered.
8. Any material entrusted with the Contractor, by the Corporation, in pursuance of the contract will be treated as an entrustment by the Corporation and will continue to remain Corporation's property until actually returned or duly accounted for in the work.

#### D. 087            WEIGHTS OF MATERIALS

The weights of materials, furnishing, installing, handling or placing of which is to be paid for on the basis of weight, will be determined by the Agreement Authority. The weights given in the Schedule of items are approximate, for the purpose of comparing bids only, and the actual weights may vary widely therefrom. Corporation will not provide scales for actually weighing all materials and the weight of each part of item involved will be determined in the most practicable manner by use of the rail road shipping weight, manufacturer's weight, catalogue weights and computed weights exclusive of weight of plant.

Net weights only will be paid for and the weights of all tares, packing and blocking will be deducted. If the materials are shipped by rail, the car weights will be accepted provided that the actual weights of the materials only will be paid for and not minimum car weights used for assessing freight tariff, weights of motor or ground shines, wedges, lead and other caulking materials, gaskets, welds and welding rods, paint coating materials and joint materials other than bolts, nuts, and washers and similar materials as are required to be placed or applied at the site of construction will not be included in the weights for which payment is to be made.

#### D. 088            REFERENCE TO SPECIFICATIONS

Reference to specification for the various materials to be furnished by the Contractor shall include in addition to the basic specifications referred to all applicable amendments to the

specifications and all emergency alternate specifications which have been promulgated and in effect on the date of submission of tender. Where more than one reference specifications is referred to for a material the material may be furnished in accordance with any one of the reference specifications at the Contractor's option.

**D. 089 APPROVAL OF MATERIALS AND THEIR STORAGE**

a. All materials or articles shall be got approved by the Engineer in charge. Samples shall be furnished for approval when so directed and materials or articles, used without such approval shall meet the risk of subsequent rejection. Such approval shall not absolve the Contractor from his responsibility to use materials and articles as per specifications.

b. Contractor shall, at his own expense, provide and furnish sheds and yards in such situations and in such numbers, as in the opinion of the Engineer-in-charge are requisite for carrying on the work under this contract, for the storage of materials arranged by him or handed over to him by the Corporation. The Contractor shall keep in each of such sheds and yards, a sufficient quantity of materials in stock so as not to delay in carrying out the works with due expedition.

**D. 090 PROTECTION OF WORK**

The Contractor shall maintain all works during progress thereof and shall take all necessary measures to preserve them and to keep them in good condition.

**D.091 LIEN TO WITHHOLD ANY PAYMENT DUE TO THE CONTRACTOR**

The Corporation shall have a lien on and over all or any money that may become due and payable to the Contractor under these presents and/or the Security and Retention Deposits or amounts under the conditions of contract, in respect of any debt or sum that may become due and payable to the Government and/or the Corporation and also in respect of any Government tax or taxes or other money which may become due and payable to the Government by the Contractor either alone or jointly with another under the provisions of the Government Acts or any other statutory enactment in force in modification or substitution thereof. The Corporation shall at all time be entitled to deduct the said debt or sum or tax due from the Contractor, from the money and/or securities like Bank Guarantee or deposits which may become payable/ returnable to the Contractor under these presents.

**D. 092 CONTRACTOR'S RISK**

a) Contractor shall take upon himself the whole risk of executing the work and all materials obtained for the purpose of the contract and all work executed shall be at his risk until a certificate of completion of the work has been issued by the Corporation.

b) Contractor shall at his own cost, make good to the satisfaction of the Corporation all damage, loss or injury that may happen to any portion of the work, from whatever cause arising and shall cover up the works complete and undamaged.

**D. 093 NO CLAIM FOR DELAY IN OR FAILURE OF ASSISTANCE**

No claim for damages will be entertained by the Corporation with respect to delay in or failure to provide any assistance referred to in these specifications.

**D. 094 INTERVENTION BY EXTRANEIOUS FORCES/ AGENCIES**

It shall be understood that the Corporation will not be liable for any loss or damage or compensation for holdups or delay in discharge of departmental obligations caused by intervention of court or extraneous forces beyond the control of the Corporation.

**D.095 ROYALTY OR OTHER TAXES, EXCISE DUTY ETC.**

Royalty, other taxes, excise duty, if payable by the Contractor, will not be reimbursed to him by the Corporation.

**D. 096 TOLL TAX, EXCISE DUTY OR SIMILAR TAXES LEVIED BY GOVERNMENT OR LOCAL BODIES**

The Contractor is required to pay toll tax, excise duty and other similar taxes, if any, levied by the Government or local bodies on transport of materials or for any other reason and all such payments shall be considered as a part of the quoted rates and no additional amount will be paid by the Corporation in this regard.

**D. 097 STATUTORY PAYMENTS**

- (a) Sales tax/ VAT as applicable from time to time will be recovered from the Contractor's bill.
- (b) Income tax as applicable from time to time will be recovered from the Contractor's bills.
- (c) Service Tax as applicable from time to time shall be absolute responsibility of the Contractor irrespective of the responsibility for the payment of the same be casted upon any of the parties to the Contract by the authorities concerned from time to time and such amounts shall always be recovered from the amounts due to the Contractor or in any other manner as the Corporation may deem fit and proper.
- (d) Workers Welfare Fund: One percent of the bill amount or such prescribed percentage will be deducted from the Contractor's bill and deposited in the Construction Workers Welfare Fund as per the Statutory Orders of Kerala Government.

The rate quoted shall include all statutory payments. Also, it may be noted that other welfare measures ordered by the Government, if any from time to time also shall be the Contractor's liabilities.

**D. 098 EMPLOYEES OF THE CONTRACTOR OTHER THAN LABOUR**

Rates quoted by the Contractor shall be inclusive of all costs that he is likely to incur towards payment of wages and other benefits to his employees other than labour also. No price variation will be allowed consequent on change in the wage structure and other benefits to his employees and labour. It is the Contractor's duty to see that these employees and labour are paid reasonable remuneration and other benefits and that they maintain discipline for the smooth execution of work.

**D. 099 USE OF MATERIALS ARRANGED BY THE CORPORATION**

Materials arranged by the Corporation for bonafide use on work including auxiliary works should not be misused in any manner. If any misuse or waste through negligence by the

Contractor comes to light the Contractor is liable to pay compensation as may be fixed by the Agreement Authority.

**D. 100 CONTRACTOR'S LIABILITY NOT RESTRICTED BY SCHEDULE OR SPECIFICATIONS**

The entire work described briefly in these specifications is proposed to be paid under various items listed in the Schedule of items. The Contractor shall carry out all works required for each item in the Schedule of items as per latest standards whether the works are detailed in these specifications or not. He shall furnish all labour, materials and plant and equipment and meet the cost of all expendable items and other charges including incidentals and overheads for completing the works given in the Schedule of items, and shall also meet the costs of designs and drawings which he has to make in carrying out the work.

It has been mentioned in these specifications that the rate quoted by the Contractor shall include the cost of work therein or that the particular work shall be carried out at Contractor's cost. That does not mean that where it is not so specified the work shall be done at Corporation's cost.

Corporation's obligation is restricted to those specifically agreed to in these specifications and all other costs are those of the Contractor unless the work ordered to be carried out is determined to be an additional item or extra item by the Agreement Authority.

**D.101 ACCOMMODATION**

Contractor will have to make his own arrangements for the accommodation of his staff and workers. The Contractor is bound to maintain the sheds put up for accommodation of staff and workers and premises in a hygienic manner and should arrange for such sanitary measures as are required. Cost of providing accommodation and maintaining and dismantling the same will not be paid separately but is presumed to be included in the quoted rate.

**D. 102 RETURNS TO BE FURNISHED BY THE CONTRACTOR**

Contractor shall furnish within 5 days after the close of each calendar month on sample forms to be supplied by the Engineer-in-charge, the number of persons on his pay rolls with wage rates and payment details and the log books for working of all machinery and any other information of similar nature which may be required by the Engineer-in-charge.

**D. 103 POSSESSION PRIOR TO COMPLETION**

Agreement Authority has the right to take possession of or use any completed part of the work. Such possession or use shall not be deemed as an acceptance of any work not completed in accordance with the contract.

**D. 104 COSTING**

To arrive at the cost of production of main items, to serve as a guide for price fixing for future projects, to provide actual figures of cost or comparison with the estimates and to reveal cost arising from various equipment, methods etc. the Contractor may be required to furnish data on printed forms to be supplied by the Corporation to facilitate cost accounting, which he should furnish without any additional cost. The Chief Engineer or his nominee will have access to the books of the Contractor in order to ensure that the cost accounts and financial accounts are inter locked at suitable points.

D. 105 TIME LIMIT FOR CLAIMS

Any claim raised by the Contractor should have been raised before the Agreement Authority and not before any subordinate officials, within 60 days from the earliest date he could have raised the claim. He is precluded from raising any such claim after the expiry of the above period.

D. 106 COMPLETION CERTIFICATE

On completion of the work the Contractor shall be furnished with a certificate to that effect by the Agreement Authority, but no work shall be considered as complete until the Contractor has removed all scaffolding, surplus material, rubbish etc and cleaned off the dirt from all wood work, doors, windows, walls, floors or other parts of the structure nor until the work shall have been measured by the Engineer-in-charge, whose measurement shall be binding and conclusive, after the delivery of a notice in writing to the Contractor or his agent 48 hours before the time appointed by the Engineer-in-charge for measuring the work.

If the Contractor fails to clear the work site as herein provided, before completion and delivery, he shall forfeit all claims to the surplus materials and the work shall be cleared at the expense of the Contractor.

D. 107 STATUS OF GENERAL CONDITIONS

Wherever these general conditions of contract are contradictory with the conditions inviting tender, specifications, additional general conditions and technical specifications the latter will be deemed to prevail, in so far as the contradictory portion is concerned.

D. 109 DECISIONS REVOKED BY THE CORPORATION/ PRINCIPAL PROJECT CONSULTANT

Agreement/ Corporation shall have the power to authorize person(s) to enter into agreement with contractors depending upon value of contract and the delegation of powers of the officers of the Corporation. The Agreement Authority/Corporation is normally represented by the Chief Engineer and the Chief Engineer is represented by Project Manager, Asst Executive Engineer, Asst Engineer and subordinate staff. These agencies at site are delegated with certain powers regarding execution, measurement and payment of works. The commitments made by these officers at site and the Chief Engineer are based on interpretation of agreement made by them.

It may sometimes happen that the Corporation/ Chief Engineer does not agree with the views of its/ his subordinate officers or agencies and may have an entirely different view as far as interpretation of a clause in the agreement is concerned. In such cases the Corporation/ Chief Engineer shall have the full right to revoke the decision made by its/ his subordinate officers and direct adjustment in payment based on the final decision of the Corporation/Chief Engineer as the case may be. Such decision of the Corporation/ Chief Engineer shall be communicated to the Contractor under the title "Decisions revoked by the Corporation/ Chief Engineer" and shall be binding on the Contractor.

D. 110 NATURAL CALAMITIES

The machinery, equipments and other valuable materials of the contractors at work site shall be insured by them so that any loss or damages due to the "Act of God" etc. can be taken up by the contractors with insurance companies for getting their claims. The Corporation will not give any financial assistance or responsibility on this account.

D. 111 MAINTANANCE OF RECORDS BY THE CONTRACTORS

The contractors are bound to maintain Muster Rolls, Wages Register and Alternative Registers and also to extend all benefits to their workers as per stipulations in the Contract Labour (Regulation and Abolition) Act 1970 and such other Acts applicable from time to time. The contractors are bound to produce the said Registers for verification by the Corporation.

