

GOVERNMENT OF KERALA



PUBLIC WORKS DEPARTMENT

STANDARD BID DOCUMENT

FOR

e-TENDERING

(For Works Costing above Rs.5 Crores)

(Draft for approval)

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NOTICE INVITING TENDER (e- GP)



Government of Kerala

PUBLIC WORKS DEPARTMENT

<Office Name and Address>

No:.....

Dated.....

e-Government Procurement (e-GP) NOTICE INVITING TENDER

PQ TENDER NO.....

The<Tender Inviting Authority>, Public Works Department (PWD)<Office name & Address> for and on behalf of the Governor of Kerala invites online bids for the work detailed below from the Registered Bidders of Kerala PWD who have successfully completed at least one similar work costing more than 40% (Forty percentage) of the estimated Probable Amount of Contract (PAC) of the work during the last five years.

1	Name of Work	
2	Location of Work	
3	Brief description of work	
4	Bidding procedure	< single stage or two stage>
5	Earnest Money Deposit (EMD)	
6	Bid submission fee	
7	Period of completion	
8	Classification of Bidder	<A/B/C Class>
9	Bid documents	Can be downloaded from www.etenders.kerala.gov.in

10	Last date and time for submission of bids	
11	Date and time of opening of tender	

Tender documents and tender schedule can be downloaded free of cost from the e-GP Website www.etenders.kerala.gov.in. All bid documents are to be submitted online only and in the designated cover(s)/ envelope(s) on the e-GP website. Tenders/ bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained. Late tenders will not be accepted.

The scanned copies various certificates duly attested, bid capacity certificate , EMD exemption certificate (if any) and duly signed copy of bid documents shall be submitted online and subsequently in a separate cover by registered post/speed post before the date and time of opening of tender. Price Bid shall only be submitted through online. More details on EMD & bid submission fee are mentioned in the bid document.

The bids shall be opened online on _____ at the office of the <Tender Inviting Authority> in the presence of the Bidders / their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

Online Tenders/ bids are to be accompanied with a preliminary agreement executed in Kerala stamp paper worth Rs.200/-. Tenders/ bids received online without the scanned copy of EMD, bid submission fee and preliminary agreement will not be considered and shall be summarily rejected.

Further details can be had from the NIT or Office of the <Tender Inviting Authority>, Public Works Department (PWD)<Office name & Address> during working hours. All other existing conditions related to tender of Kerala PWD will be applicable in this tender also unless expressly defined in the bidding document. The Public Works Department will not be responsible for any error like missing of schedule data while downloading by the Bidder. Details required for e-payment (Details of bank account having core banking facility and e-mail address of the contractor) shall be furnished along with the tender. Tenders not accompanied by these details will be rejected. All subsequent G.O's connected to tenders are also applicable to this tender.

The <*Tender Inviting Authority*>, Public Works Department (PWD)<Office name & Address> reserves the right to accept or reject any or all tenders without assigning any reason thereof.

.....<Tender Inviting Authority>
Public Works Department (PWD)

.....
.....
.....<Office name & Address>
(For and on behalf of Governor of Kerala)

Part I- INSTRUCTIONS TO THE BIDDERS

1. GENERAL

1.1. Scope of the Bid:-

- 1.1.1. The _____ <Tender inviting Authority> invites bids from contractors registered with Kerala Public Works Department for the Work detailed in the Notice Inviting Tender(NIT).
- 1.1.2. Throughout these bidding documents:
 - a) The terms 'in writing' means communicated in written form and delivered against receipt;
 - b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - c) "day" means calendar day.
 - d) the terms "bid" and "tender" and their derivatives "bidder/tenderer, bid/tender, bidding/tendering etc.," are synonymous.
 - e) The term "Employer" means Public Works Department.
- 1.1.3. The bids invited shall be for item rate contract.
- 1.1.4. The mode of this tender is e tender.

1.2. Source of funds

- 1.2.1. The expenditure on this project will be met from the <plan/non plan> allocation of Government of Kerala.

1.3. Eligible Bidders

- 1.3.1. A Bidder shall be a registered contractor in Kerala PWD in the required category as specified in the NIT.
- 1.3.2. The Bidder shall have successfully completed at least one similar work costing more than 40% (Forty percentage) of the estimated Probable Amount of Contract (PAC) of the work described in the NIT during the last five years.
- 1.3.3. Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-GP website.
- 1.3.4. Ineligible bidders or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender. If such instances are noticed, the same shall be treated as "fake bidding" by the respective bidder and such bidder shall be blacklisted as per departmental rules in force.
- 1.3.5. All Bidders are required to register in the e-procurement portal. The Bidder intending to participate in the bid is required to register in the portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender

after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/ Annexure of this tender.

- 1.3.6. In the case of Prequalification tenders, eligibility criteria detailed in the Prequalification criteria shall apply.
- 1.3.7. A firm/bidder shall submit only one bid in the same bidding process, either individually as a bidder or as a partner in a joint venture. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.
- 1.3.8. Joint ventures, Consortiums Partnership firms of two or more registered contactors are permitted subjected to the conditions set out in the pre-qualification criteria.

1.1. Cost of Bidding

- 1.1.1. The bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.1.2. The tender document(s), may be downloaded free of cost from the e-Government Procurement (e-GP) website (www.etenders.kerala.gov.in). No payment is required for downloading the tender documents from the above website however a bid submission fee, as mentioned in the NIT, is required to be submitted along with the online bid.

1.1. Site Visit

- 1.1.1. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. He shall examine the site condition and satisfy himself of the availability of materials at nearby places, difficulties which may arise during execution before submitting the bids. The costs of visiting the Site shall be at the bidder's own expense.
- 1.1.2. The bidder and any of his personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, his personnel or agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

1.2. Getting information from web portal

- 1.2.1. All prospective bidders are expected to see all information regarding submission of bid for the Work published in the e tender

website during the period from the date of publication of NIT for the Work and up to the last date and time for submission of bid. Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.

- 1.2.2. All bids shall be submitted online on the e-GP website only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through e-GP system under any circumstances.
- 1.2.3. The e-GP system shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.

2. Bidding Documents

2.1. Content of Bidding Documents

2.1.1. The bidding documents shall consists of the following unless otherwise specified

- a) Notice Inviting Tender(NIT)
- b) Instructions to Bidders
- c) General and special Conditions of Contract
- d) Technical Specifications
- e) Form of Bid, Appendix to Bid, Preliminary agreement format
- f) Bill of Quantities
- g) Drawings

2.1.2. The Bidder is required to login to the e-procurement portal and download the listed documents from the website as mentioned in NIT. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.

2.1.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the bidders own risk.

2.2. Clarification of Bidding Documents and Pre-Bid meeting

2.2.1. A prospective bidder requiring any clarification of the bidding documents shall contact the office of the Tendering Authority on any working day between 10 am and 5 pm.

2.2.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, Employer may effect the required

modification and publish them in the website through corrigendum in pursuance to clause 2.3 of this bid document.

2.2.3. For works costing more than Rs. 20 Crores, the Employer/Tender Inviting authority may decide to conduct a pre-bid meeting to clarify the queries raised by prospective bidders. The venue, date and time for such pre-bid meetings, if any, will be notified in the NIT. The bidder is requested as far as possible to submit any questions in writing or by e-mail, to reach the Employer not later than three days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:

- a) Minutes of the meeting including the text of the questions raised and the responses given together with any responses prepared after the meeting will be published in the e-tenders portal as corrigendum.
- b) Any modification of the tender documents which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to Clause 1.2 and not through the minutes of the pre-bid meeting.
- c) Non attendance at the pre-bid meeting will not be cause for disqualification of a bidder.
- d) Non attendance at the pre-bid meeting will not be cause for escape from any bid requirements whatsoever.

2.3. Amendment to bidding documents

2.3.1. Before the deadline for submission of bids, the Employer may modify the bidding document by issuing addenda.

2.3.2. Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website. The Employer will not be responsible for the prospective bidders not viewing the website in time.

2.3.3. If the addendum thus published does involves major changes in the scope of work, the Employer may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders take reasonable time for bid preparation taking in to account the addendum published.

3. Preparation of Bids

3.1. Language of the Bid

3.1.1. All documents relating to the bid shall be in the English language.

3.2. Documents Comprising the Bid

3.2.1. The online bid submitted by the bidder shall comprise the following

- a) Details required for e-payment (Details of bank account having core banking facility and e-mail address of the contractor) in the prescribed format.
- b) Online payment of bid submission fee as detailed in the e-tender web site.
- c) Bid Security / EMD
- d) Duly filled-complete Bid document with all the required certificates copies in the appropriate covers as required in the web portal
- e) Priced Bill of Quantities
- f) Copy of Registration Certificate attested by a Gazetted Officer.
- g) Duly signed preliminary agreement.

3.2.2. The relevant CPWD/MoRTH specifications and BIS/IS codes and the relevant sections of the National Building Code shall be considered as part of the bid documents though individual copies are not attached along with the bid documents.

3.2.3. Bidders shall not make any addition, deletion or correction in any of the bid documents. If tampering of documents is noticed during tender evaluation, the bid will be rejected and the bidder will be blacklisted.

3.3. Bid Prices

3.3.1. The Bidder shall bid for the whole work as described in the Bill of Quantities.

3.3.2. For item rate tenders, the bidder shall fill in rates in figures and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the Bidder.

3.3.3. The rates quoted by the bidder shall include cost of all materials and conveyance, labour charges, hire charges of plant and machinery, overheads and all incidental charges for execution of the contract.

3.3.4. The quoted rates shall also include expenses towards all Quality Control tests (first tier) prescribed in the PWD Quality Manual to be done at Government/Aided Engineering Colleges or Polytechnic Colleges.

3.3.5. All taxes and other levies payable by the contractor under the contract, or for any other cause as of the date 28 days prior to the deadline for submission of bids shall be included in the rates, prices and total of bid price in item rate contracts and in the single percentage applicable to all items quoted in percentage rate contract.

3.3.6. No material will be issued departmentally for executing the building works under this contract. However, for road works costing up to Rs. One Crore, bitumen will be issued departmentally. Road

roller will be issued, if available at the time of execution. If road roller is issued for a work, hire charges at the rates fixed by the department along with contractors profit will be recovered from the bill submitted by the contractor.

3.3.7. The rates and prices/ percentage rate quoted by the bidder shall remain firm during the entire period of contract. In the case of projects for which Technical Sanction is issued by Chief Engineer, if time of completion originally fixed exceeds 18 months, rates and prices quoted by the bidder are subject to adjustment during the performance of the contract in accordance with the provisions of Clause 4... of the General Conditions of Contract.

3.3.8. If price adjustment is applicable as per clause 4.3 of GCC, the bidder shall furnish the indices and weightages for the price adjustment formulae in the Appendix to Bid, and shall submit with its bid such other supporting information as required under Clause 70 of the Conditions of Contract. The Employer may require the bidder to justify its proposed weightings.

3.3.9. A bidder who submits bid for this contract shall bear in mind that payment for the bills submitted shall be subject to availability of funds. Payments shall only be released after issuing Letter of Credit from the Government based on the seniority of pending bills. Contractor is not eligible for interest for delayed payment.

3.4. Currencies of Bid and Payment

3.4.1. The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only

3.5. Bid Validity

3.5.1. Bids shall remain valid for the period of 60 days after the deadline for bid submission as specified in the NIT. A bid valid for a shorter period shall be rejected by the Employer as non responsive.

3.5.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e mail. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension and in compliance with Clause 3.5 in all respects.

3.6. Bid security/Earnest Money Deposit(EMD)

3.6.1. The Bidder shall furnish, as part of his Bid, a Bid Security / Earnest Money Deposit (EMD) in the amount as shown in Notice Inviting Tender (NIT) for this work. For e tenders, Bidders shall remit

the Bid Security using the online payment options of e-Procurement system only. Bidders are advised to visit the “Downloads” section of e-Procurement website www.etenders.kerala.gov.in for State Bank of Travancore or by using NEFT facility. Bidders opting for NEFT facility of online payment are advised to exercise this option at least 48 hours before the last date of bid submission to ensure that payment towards Bid Security is credited and a confirmation is reflected in the e-Procurement system. The online NEFT remittance form provided by e-Procurement system for making a NEFT transaction is not a payment confirmation. PWD/NIC/SBT shall not be responsible for any kind of delay in payment status confirmation.

- 3.6.2. Any Bid not accompanied by an acceptable Bid Security/ EMD shall be rejected by the Employer as non-responsive.
- 3.6.3. The Bid Security/ Earnest Money Deposit (EMD) of the unsuccessful Bidder shall become refundable as promptly as possible after opening of Price Bid and finalization of the tender.
- 3.6.4. The Bid Security/ Earnest Money Deposit (EMD) of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/Security Deposit.
- 3.6.5. Waiving of Bid Security- In respect of organizations, which are exempted by Government to that effect. In this case, the bidder shall produce copy of Government order showing exception in remittance of bid security while participating in the tender process.
- 3.6.6. The Bid Security/ Earnest Money Deposit may be forfeited:
 - a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity including extended period of validity; or
 - b) if any modification is effected to the tender documents.
 - c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. sign the Agreement; or
 - ii. Furnish the required Performance Security/Security Deposit
 - iii. If the bidder fails to convince the Employer about the reasonability of his bid prices in the case of an unbalanced bid.
- 3.6.7. The Bid Security/ EMD deposited with the Employer will not carry any interest.

3.7. Tender fee

- 3.7.1. For e tenders, the mode of remittance of Tender Fee shall be the same as detailed for remitting Bid Security. For e tenders, Bidders shall remit the Tender fee using the online payment options of e-Procurement system only. Bidders are advised to visit the “Downloads” section of e-Procurement website www.etenders.kerala.gov.in for State Bank of Travancore or by using NEFT facility. Bidders opting for NEFT facility of online payment are

advised to exercise this option at least 48 hours before the last date of bid submission to ensure that payment towards Tender fee is credited and a confirmation is reflected in the e-Procurement system. The online NEFT remittance form provided by e-Procurement system for making a NEFT transaction is not a payment confirmation. PWD/NIC/SBT shall not be responsible for any kind of delay in payment status confirmation.

3.7.2. Any bid not accompanied by the Tender Fee as notified shall be rejected by the Employer as nonresponsive.

3.7.3. Tender Fee remitted will not be refunded.

3.8. Alterations and additions

3.8.1. The bid shall contain no alterations or additions, except those to comply with instructions issued by Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

3.8.2. The tenderer shall not attach any conditions of his own to his tender. The tender price must be based on the tender documents. The tenderer is not required to present alternative construction options and he shall use without exception the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price. Any tenderer who fails to comply with this clause will be disqualified.

4. Submission of Bids

4.1. All documents of the Bid shall be typed or written in indelible ink and shall be signed by the bidder or person duly authorised to sign on behalf of the Bidder. All pages of the Bid document shall be initialled by the person or persons signing the Bid. The initials should also accompany stamp of the name of bidder or his firm/organization.

4.2. The Bidder shall submit their bid online only through the eGP web site of Kerala(www.etenders.kerala.gov.in) as per the procedure laid down for e-submission as detailed by the web site. For e tenders, the bidders shall download the tender documents including the BOQ file from the e tendering portal <http://www.etenders.kerala.gov.in>. They shall fill up the documents and submit online using their Digital Signature Certificate. On successful submission of bids, a system generated receipt can be downloaded by the bidder for future reference. Copies of all certificates and documents shall be uploaded while submitting the tender online.

4.3. The bidder must attach the scanned copies of solvency certificates clearly indicating to what extent they are solvent from the Tahsildar of the Taluk where they reside along with their online tenders. The bidder shall produce the original copies of the above solvency certificates, in physical format, if required by the department for verification. The bidder must attach the scanned copy of the recent return statement filed

by the bidder before the appropriate Income tax authority along with their online tenders. The bidder shall produce the necessary income tax documents, if required by the department for verification. In the case of proprietary or partnership firm, it will be necessary to submit online the scanned copy of the certificates aforementioned for the proprietor or proprietors and for each of the partners as the case may be.

- 4.4. The bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/authenticity as per the provisions of the IT ACT 2000.
- 4.5. After submitting the tender/bid online, the bidder shall prepare hard copies of certificates and other relevant documents duly signed by the bidder or his authorised representative together with one set of complete signed copy of the bid document(except price bid). This whole set of certificates with complete bid documents shall be send to the Employer's office address(as given in the NIT) by registered post/Speed post of India Post in such a way that it shall be delivered to the Employer before the deadline of opening of technical bid. The Employer reserves the right to reject any bid, for which the signed hard copy of bid document is not received before the date of opening of technical bid.
- 4.6. The Price bid shall only be submitted through online. In case of bids where pre-qualification is necessary, the Employer/tender inviting authority shall inform the date of opening of the price bid to the qualified bidders well in advance.
- 4.7. The Employer/tendering authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
- 4.8. Deadline for Submission of the Bids
 - 4.8.1. Bid shall be received only ONLINE on or before the date and time as notified in NIT.
 - 4.8.2. The Employer, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations of the Employer and the bidders previously subject to the original date will then be subject to the new date of submission.
 - 4.8.3. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time).
- 4.9. Modification, Resubmission and Withdrawal of Bids
 - 4.9.1. Resubmission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.

- 4.9.2. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
- 4.9.3. The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.
5. Bid Opening and Evaluation
- 5.1. Bid Opening
- 5.1.1. Bids shall be opened on the specified date & time, by the tender inviting authority or his authorised representative in the presence of bidders or their designated representatives who choose to attend.
- 5.1.2. Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal. The bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.
- 5.1.3. In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the same time on the next working day.
- 5.2. Confidentiality
- 5.2.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.
- 5.2.2. Any effort by a Bidder to influence the Employer during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices, mentioned under Clause 8 of ITB and may result in the rejection of the Bidders' bid.
- 5.3. Clarification of Bids
- 5.3.1. To assist in the examination, evaluation, and comparison of bids, and qualification of the bidders; the Employer may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 5.3.2. Subject to clause 5.3.1, no Bidder shall contact the Employer on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it shall do so in writing.
- 5.4. Examination of Bids, and Determination of Responsiveness
- 5.4.1. During the detailed evaluation of bid/Technical Bid, the Employer will determine whether each Bid
- a. meets the eligibility criteria as required in the NIT;

- b. meets the qualification criteria in accordance with the provision of NIT; and
 - c. is accompanied by the required bid security and the required documents and certificates.
- 5.4.2. A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one
 - a. which affects in any substantial way the scope, quality, or performance of the Works;
 - b. which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
 - c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 5.4.3. If a Bid is not substantially responsive, it may be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.
- 5.4.4. Non submission of legible or required documents or evidences may render the bid non-responsive.
- 5.4.5. The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders. The Employer will evaluate bid and finalize list of responsive bidders.
- 5.4.6. In the case of bids where pre-qualification is required, the technical bid submitted by the responsive bidders shall be evaluated as per the pre-qualification criteria by a Committee of Chief Engineers to finalise the pre-qualified bidder.
- 5.4.7. The Financial Bids of the technically responsive/ pre-qualified bidders shall be opened. The Bid Inviting Officer shall log on to the system in sequence and open the Financial Bid. At the time of opening of "Financial Bid", bidders, whose Technical Bids were found responsive, may be present.
- 5.4.8. Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 5.4.9. Single tender received in response to the first tender call will be rejected.
- 5.5. Negotiation on Bids
 - 5.5.1. The tender inviting authority shall not resort to any negotiation on the Bids submitted by the responsive bidders. The rates quoted by the bidders are final and shall not be changed at any stage during evaluation and award of work.

6. Award of Contract

- 6.1. Subject to Clause 5, the Employer will award the Contract to the Bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price.
- 6.2. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the performance security, the Bidder shall be debarred in future from participating in all the Bids for three years and will be recommended for blacklisting by the competent authority. In such a situation, the next successful bidder will be requested to produce further documents for consideration of his bid at his quoted rate. Otherwise the tender will be cancelled.
- 6.3. If the rate quoted by the bidder is less than 25% of the amount put to bid, then such a bid shall be rejected and the tender shall be finalized based on the merits of rest of the bids. But if more than one bid is quoted at 25% less than the estimated cost, or, if two or bidders quote the same lowest rate/amount, the bid accepting authority will finalize the tender through a transparent lottery system, where all bidders/their authorized representatives, will remain present.

6.4. Employer's Right to Accept any Bid and to Reject any or all Bids

- 6.4.1. Notwithstanding Clause 6.1 to 6.3, the Employer reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

6.5. Notification of Award and Signing of Agreement

- 6.5.1. The Bidder, whose Bid has been accepted, shall be notified of award by the Employer prior to expiration of the Bid validity period by facsimile or e-mail confirmed by letter sent through post. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Bidder in consideration of the execution, completion and remedying defects of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

- 6.5.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 7, within 28 days of issue of letter of acceptance.

- 6.5.3. If the successful bidder fails to furnish the required performance security as detailed in clause 7 of this section, within the above stipulated time, further ten days time will be allowed at the request of the contractor, for which the successful bidder has to remit a fine equal to 1% of the Contract Price as per his quote subject to a minimum of Rs.1000 and maximum of Rs.25,000. The fine shall be

remitted in cash at the office of the Agreement Authority before executing agreement.

6.5.4. The Agreement will be signed by the Tender Inviting authority and kept ready for signature of the successful bidder in the office of the Tender Inviting authority within 30 days following the issue of the Letter of Acceptance.

6.5.5. Upon the furnishing by the successful Bidder of the Performance Security, the Tender Inviting authority will promptly notify the other Bidders that their Bids have been unsuccessful and refund the Bid Security/Earnest Money Deposit.

6.5.6. Solicitors fee, if any, to be paid to the Law Officers of Government for scrutinising or drawing up of agreements- will be paid and the same recovered from the successful bidder.

7. Performance Security/Security Deposit/Performance Guarantee

7.1. Security Deposit shall consist of two parts.

7.1.1. Performance Security to be submitted at award of work and

7.1.2. Security Deposit to be recovered from running bills.

7.2. The Performance security and Security deposit shall bear no interest.

7.3. Performance Security to be submitted at the award of contract should be 5% of Contract amount and should be submitted within 28(twenty-eight) days of receipt of LOA (Letter of Acceptance) by the successful Bidder in the following form

7.3.1. Fifty percent of Performance Guaranty shall be in the form of Treasury Fixed Deposit in the name of Employer for a period not less than 28 (twenty-eight) days after the completion of defect liability period and

7.3.2. Balance in the form of bank guarantee .Bank Guarantee is to be submitted in the format prescribed by the Employer in the bid document. Bank Guarantee shall be irrevocable and it shall be from any Nationalised Bank/Scheduled Bank to be submitted at the start of the project and valid till 28(twenty-eight) days after the completion of defect liability of the project, in approved format.

7.4. After the submission of Performance Security and its acceptance the Bid Security / Earnest Money will be refunded to the successful bidder/Contractor.

7.5. Security deposit shall be deducted at 2.5% from running bills. Total of performance Security and Security Deposit shall not exceed 7.5% of contract amount.

7.6. Additional performance guaranty will be required to be deposited, if the quoted amount by the bidder is between 11 to 25% below the estimated rate. This additional performance guaranty shall be equal to the unbalanced price in the estimate P.A.C and quoted P.A.C. This will be released only after satisfactory completion of the work without any interest.

- 7.7. The Guarantee amount shall be payable to the Employer without any condition whatsoever.
- 7.8. The Performance Guarantee shall cover additionally the following guarantees to the Employer:
- 7.8.1. The successful bidder guarantees the successful and satisfactory construction of the infrastructure and other related works under the contract, as per the specifications and documents.
- 7.8.2. The successful bidder further guarantees that the infrastructure and equipments provided and installed by him shall be free from all defects in material and workmanship and shall, upon written notice from the Employer, fully remedy free of expenses to the Employer, such defects as developed under the normal use of the said infrastructure within the period of defect liability specified clause 4.82 of the Conditions of Contract.
- 7.9. The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However, it is not construed as limiting the damages stipulated in the other clauses in the bidding documents.
- 7.10. The Employer shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the contractor to the Employer as may be determined in terms of the contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.
- 7.11. The Contract Performance Guarantee will be returned to the Contractor without any interest after 28 days after the satisfactory completion of defect liability period.
- 7.12. Security deposit can be released against bank guaranty on its accumulation of a minimum amount of Rs. 5 lakhs subject to the condition that the amount of BG except the last one shall not be less than Rs. 5 lakhs. This amount will be released after passing the final bill as in the case of refund of deposit.
- 7.13. Failure of the successful Bidder to comply with the requirements of sub-clause 7.3 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
8. Corrupt or Fraudulent Practices
- 8.1. It is required that the bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, it is defined, for the purposes of this provision, the terms set forth below as follows:
- 8.1.1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- 8.1.2. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among

Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

8.1.3. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

8.1.4. “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

8.2. The Employer will reject a proposal for evaluation, and/or award if it determines that the Bidder recommended for award has engaged in any of the corrupt or practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

9. Settlement of disputes

9.1. Arbitration shall not be a means of settlement of any dispute or claim out of this contract. All disputes and differences arising out of the contract may be resolved through discussions between the Employer and the Contractor within the purview of the contract agreement. If such discussions are not fruitful, the disputes shall be settled only by the Civil Court in whose jurisdiction the work covered by the contract is situated, or in whose jurisdiction the contract was entered into in case the work extended to the jurisdiction of more than one court.

10. Forms and declarations

10.1. Various forms and formats for declarations to be submitted by the Bidder for Bid submission and pre-qualification detail submissions are included in the sections- FORMS and Pre-qualification Information. Bidders are requested to fill in the required forms and declarations and submit the same with their bids both online and in hard copy.

Part II- GENERAL CONDITIONS OF CONTRACT

1. Definitions

- 1.1. Employer means Government of Kerala on whose behalf the project is taken up for execution.
- 1.2. Accepting Authority/Agreement Authority means the officer who has invited and received bids for the project and has executed agreement for execution on behalf of the Employer.
- 1.3. Engineer means all Engineers in charge of the project from Chief Engineer to Assistant Engineer.
- 1.4. Field Engineer means engineers at Section and Sub Division level who are directly in charge of execution of the project.
- 1.5. Executive Engineer means the Executive Engineer, PWD, who is responsible for the execution of the project.
- 1.6. Engineer's Representative means Overseer or other subordinate staff posted to assist the Engineer, supervise execution and to maintain documents.
- 1.7. Contract is the contract between the Accepting Authority and the selected bidder to execute, complete and maintain the project.
- 1.8. Contractor means person or persons or firms who have entered into contract for the execution of the work subject to the eligibility conditions of the NIT.
- 1.9. Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provision of the contract.
- 1.10. Contract Data defines the documents and other information which comprise the contract.
- 1.11. Bid or Tender means the Contractor's priced offer to the Employer for the execution and completion of the project and the remedying of any defects therein in accordance with the provisions of Contract.
- 1.12. Bill of Quantities means the priced and completed Bill of Quantities forming part of the bid.
- 1.13. Specification means the instructions, provisions, conditions and detailed requirements contained in the tender documents which form part of the contract and any modification or addition made or approved by the Accepting Authority.
- 1.14. Drawings means all drawings, calculations and technical information related to the project provided by the Engineer from time to time to the Contractor under the Contract.

- 1.15. Letter of Acceptance means intimation issued by the Accepting Authority as formal acceptance of Bid by the Employer.
- 1.16. Date of commencement means the day ten days subsequent to the date of agreement unless rescheduled by an order in writing of the Accepting Authority for reasons attributable to the department.
- 1.17. Time of completion means the period allowed for completing all works related to the project including carrying out and passing the required quality control tests prescribed by the Quality Manual published by the department.
- 1.18. Date of completion is the actual date of completion of all works related to the project as certified by the Engineer.
- 1.19. Quality control tests means all relevant tests prescribed by the PWD Quality Manual applicable to the project which are to be made and passed before each part bill is presented for payment.
- 1.20. A Defect is any part of the work not completed in accordance with the contract.
- 1.21. Defects Liability Period is the period named in the contract data and calculated from the date of completion.
- 1.22. Plant is any integral part of the works which is to have a mechanical, electrical, electronic or biological function.
- 1.23. Equipment means contractor's machinery and vehicles brought temporarily to site for execution of the project.
- 1.24. Site means the places provided by the Employer where the project is to be executed. It may also include any other place or places as forming part of the site, mentioned in the Contract.
- 1.25. Materials means all supplies, including consumables used by the contractor for incorporation in the works
- 1.26. Works are what the Contract requires the contractor to construct, install and run over to the Employer as defined in Contract Data.
- 1.27. Days are calendar days, months calendar months.
- 1.28. "Codes" shall mean the following, including the latest amendments, and/or replacements, if any:
- a. Standards of Bureau of Indian Standards relevant to the works under the Contract and their specifications.
 - b. Other Internationally approved Standards and/or rules and regulations touching the subject matter of the Contract.
 - c. Any other laws, rules, regulations and Acts applicable in the country with respect to labour, safety, compensation, insurance etc.

- 1.29. Words importing singular only shall also include the plural and vice-versa where the context so requires.
- 1.30. Words importing "Person" shall include firms, companies, corporations, and associations or bodies of individuals, whether incorporated or not.
- 1.31. Terms and expressions, not defined herein, shall have the same meaning as are assigned to them in the Indian Contract Act, and failing that in the General Clauses Act.
- 1.32. "Government Approvals" shall mean all permits, licenses, authorisations, consents, clearances, decrees, waivers, privileges, approvals from and filing with government instrumentalities necessary for the development, construction and operation of the project.
- 1.33. Measurement Books: The "measurement books" shall be defined as the books with serially numbered and maintained during the currency of the Project to record all measurements qualifying for payment. The measurement book shall be in the form given in Appendix 2100E1 of PWD Manual and is the original record of actual measurements. Except for quantities of work paid on level basis, all measurements shall be recorded in the measurement book. For measurements taken on level basis, the levels shall be entered in properly numbered field books as in Appendix-2100E2 of PWD Manual. All measurement books and Field Books shall be certified by the Engineer-in-Charge before entering measurements.
2. Scope, extent, intent etc
- 2.1. Scope: The general character and the scope of the Work shall be as illustrated and defined in the Drawings, Specifications, Schedule of Rates and other Contract Documents.
- 2.2. Extent: The Contractor shall carry out and complete the Work under the Contract in every respect, and his work shall include the supply of all labour, equipment, materials, plant and machinery, tools, transportation, form work, scaffolding and everything else necessary for the proper execution and completion of the Work in accordance with the Contract Documents and to the directions and satisfaction of the Engineer. The Contractor shall be fully responsible and liable for everything and all matters in connection with or arising out of or being a result or consequence of his carrying out or omitting to carry out any part of the Work. Where any parts of the Work may be executed by Sub-Contractors, such responsibility and liability of the Contractor shall cover and extend to the work of all such Sub-Contractors.
- 2.3. Intent: The Contract Documents are complementary and what is called for by any one shall be binding as if called for by all. Wherever it is mentioned in the Contract Documents that the Contractor shall perform certain work or provide certain facilities, it is understood that the

Contractor shall do so at his own cost. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognised standards as are applicable.

3. SITE

- 3.1. Contractor to satisfy himself about site conditions: The Contractor represents that before tendering for the Work the Contractor has visited the Site and satisfied himself about the Site conditions for construction and for logistics and smooth flow of workmen and materials as well as permission from Authorities for this purpose. The Contractor has examined the Site and taken note of character of the soil and of the excavations, the correct dimensions of the Work, and facilities for obtaining any special articles called for in the Contract Documents. The Contractor has also made its own assessment and obtained all information on the Site constraints and on all matters that will affect the execution, continuation and progress, and completion of the Works. Any extra claims or extension of time made in consequence of any misunderstanding, incorrect information on any of these points or on the grounds of insufficient description or information shall not be entertained or allowed at any stage.
- 3.2. It will be the responsibility of the bidder to obtain necessary land for stacking the materials for arranging the work.
- 3.3. Land required for the work may not be available in full. Further land will be handed over as and when it is received from the Land Acquisition Authority. The bidder shall not be eligible for any extra or enhance claims or for compensation due to the non-availability of entire land. He shall also not be eligible for any claims or compensative for the non-completion of the work within the agreed time and for continuing the work in the extended period of agreed time due to the above reasons.
- 3.4. In the case of any delay in shifting the Telephone posts, Electric posts, Electric over head line and cables, water lines etc. by the concerned Department. This department shall not in any way be liable for damages provided a proportionate extension of time of completion of work will be granted in deserving cases on application by the bidder.
- 3.5. For new road construction works, the road shall be opened to traffic after completion of the sub base course, for minimum of one monsoon. B.T. should be carried out on and over metalled surface after the above period.
- 3.6. For new works having guarantee period of 36 months in the agreement, the bidder is bound to do the black topping work along with the original work, after the full settlement of the road is over and he is bound to rectify the damage.
- 3.7. Access to site by the contractor: The access to the Site will be shown immediately on award of the Contract to the Contractor and the Site shall be shared with other Contractors and Sub-Contractors as applicable. The Contractor shall upon being given such access commence the Work and diligently proceed with the execution of the

Work in accordance with the Contract Documents. Access to the Site by the Contractor shall be merely a licence for carrying out the construction of the Work under the Contract, and the Contractor shall not by his being allowed such entry on the Site, acquire any right, lien or interest either in the Work carried out by him under the Contract or anything appurtenant or attached thereto or to any part of the Site, and his claim will only be in the nature of money found due and payable to him in accordance with the certificates issued by the Engineer-in-charge under the provisions contained herein. The Work shall be free from all liens, charges or claims of whatsoever nature from any party other than the Engineer-in-charge. The Engineer-in-charge shall have a lien over all work performed by the Contractor, Sub-Contractors and Vendors and also for the materials and equipment brought on Site by them.

- 3.8. Treasures, Antiquities found are property of Employer: All fossils, antiquities and other objects of interest or value, which may be found on the Site at the commencement or during the progress of the Work, shall be the property of the Employer. The Contractor shall carefully take out and preserve all such fossils, antiquities and objects and shall immediately deliver the same in their discovered state into the possession of the Employer.
- 3.9. The department does not undertake to construct or make available any approach road or other means of approach to the proposed work site and the bidder shall get acquainted with the available means of approaches to the proposed site and quote for the various items. The Department shall not be liable for any claim raised later on the plea of non-availability or non-access to the site.

4. Nature of contract

- 4.1. The Contract shall be an item rate Contract wherein the item rates are for the finished work as per the Contract Documents. The contract price is tentative based on the estimated quantities and is liable to change as per the actual quantities executed and approved by the Engineer-in-charge. The Contractor understands and agrees that the amount payable is assessed on a re-measurable basis in accordance with the tendered rates. The Contract Price shall include payment for the supply of all labour (including payment to his Sub-Contractors), equipment, materials, plant and machinery, tools, transportation, framework, scaffolding, works under this contract and all applicable taxes including the Work Contract Tax (WCT), Value added tax(VAT), duties, octroi, levies, royalties, fees, insurance premiums, contributions towards employees benefits including Employee State Insurance and Provident Funds, arrangement of power and water and all services and activities constituting the Scope of Work defined in the General Conditions of Contract. The Contract Price shall also include the Contractor's establishment, infrastructure, overheads & profits, quality control tests and all other charges, and shall generally be inclusive of every cost and

expense required by the Contract to be borne by the Contractor and necessary for the proper execution and completion of the Work under the Contract, in conformity with the Contract Documents and the best engineering and construction practices and to the satisfaction of the Employer.

- 4.2. No escalation of the prices shall be allowed during the period of the contract for works which have a period of completion of 18 months or below any reasons whatsoever and the prices quoted by the Contractor shall be deemed to be fixed. For works which have a original period of completion as 18 months, if the time of completion is extended beyond 18 months in accordance with clause 20 of GCC , there shall not be any escalation in the price.
- 4.3. For works which have a time of completion more than 18 months, price adjustment will be permitted subjected to the provisions in clause 41 of GCC.

5. Notices, Fees, Byelaws, Regulations, etc

- 5.1. The Contractor shall comply with all applicable laws and Government Acts including the Byelaws or regulations of Central and / or Local Authorities relating to the Work in so far as labour, construction, fabrication and installation activities are concerned, and he shall obtain from the Central and / or Local Authorities all permissions and approvals required for the plying of trucks, construction machinery etc., and also for construction of temporary offices, labour camps, stores and other temporary structures in connection with the Work, and the Contractor shall give all notices and pay all fees and charges that are and that can be demanded by law there under. In the Contract Price for the Work, the Contractor shall allow for such compliance and work, and for the giving of all such notices, and shall include the payment of all such fees and charges.

6. Licenses and permits

- 6.1. The Contractor shall directly obtain all licences and permits for the materials under Government control, and those required to be obtained by the Contractor for the execution of the Work. The Contract Price shall include all transportation charges and the other expenses that may be incurred in this connection.

7. Contract documents

- 7.1. The following documents shall constitute the Contract documents:

- a. Articles of Agreement,
- b. Notice Inviting Tender
- c. Letter of Acceptance of Tender indicating deviations, if any, from the conditions of Contract incorporated in the Tender document issued to the bidder and/or the Bid submitted by the bidder,
- d. Conditions of Contract, including general terms and conditions, instructions to bidders, additional terms and conditions, technical

- terms and conditions, erection terms and conditions, special conditions, if any etc. forming part of the Agreement,
- e. Specifications, where it is part of Tender Documents,
 - f. Scope of works/Bills of quantities/schedule of works/quantities and
 - g. Contract Drawings/finalized work programme.
- 7.2. After acceptance of Tender the Contractor shall be deemed to have carefully examined all Contract Documents to his satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall before signing the Contract, set forth the particulars thereof, and submit them to the Employer in writing in order that such doubt may be removed. The Employer will provide such clarifications as may be necessary in writing to the Contractor. Any information otherwise obtained from the Employer or the Engineer shall not in any way relieve the Contractor of his responsibility to fulfil his obligations under the Contract.
- 7.3. The Contractor shall enter into a Contract Agreement with the Employer within 30 (Thirty) days from the date of 'Acceptance of Tender' or within such extended time as may be granted by the Employer. The performance Guarantee for the proper fulfilment of the Contract shall be furnished by the contractor in the prescribed form within twenty-eight (28) days of 'Acceptance of Tender'. The performance Guarantee shall be as per terms prescribed in the clause 7 of "Instructions to Bidders" of this Tender.
- 7.4. The agreement, unless otherwise agreed to, shall be signed within 30 days of the issue of the letter of Acceptance of Tender, at the office of the Employer on a date and time to be mutually agreed. The Contractor shall provide for signing of the contract, performance guarantee in copies as required, appropriate power of attorney and other requisite materials. In case it is agreed mutually that the contract is to be signed beyond the stipulated time, the bid guarantee submitted with the tender will have to be extended accordingly.
- 7.5. The agreement will be signed in three originals and the Contractor shall be provided with one signed original and the rest will be retained by the Employer. None of these documents shall be used by the Contractor for any purpose other than this Contract and the Contractor shall ensure that all persons employed for this Contract strictly adhere to this and maintain secrecy, as required of such documents.
- 7.6. The Contract shall be considered as having come into force from the date of the letter of 'Acceptance of Tender' issued by the Employer.
- 7.7. The laws applicable to this Contract shall be the laws in force in India.
8. Assignment and subletting of contract
- 8.1. The Contractor shall not assign this Contract. The Contractor shall not sub-let the Contract or any part thereof other than for supply of raw

materials, for minor works or any special type of works for which makes are identified in the Contract or as approved by the Engineer-in charge . Suppliers of the equipment not identified in the Contract or any change in the identified supplier shall be subject to approval by the Engineer. The experience list of such equipment vendors under consideration by the Contractor for this Contract shall be furnished to the Engineer for approval prior to procurement of all such items/equipments. Such assignment /sub-letting shall not relieve the Contractor from any obligation, duty or responsibility under the Contract. Any assignment as above without prior written approval of Engineer shall be void.

9. Patent rights and royalties

9.1. Royalties and fees for patent covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the Contract price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Employer indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patent involved in the works, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Employer, the same shall be defended at the cost and expense of the Contractor who shall also satisfy/comply any decree, order or award made against the Employer. But it shall be understood that no such machine, plant, work, material or thing for any purpose or any manner other than that for which they have been furnished and installed by the Contractor and specified under these specifications. Final payment to the Contractor by the Employer will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any matter thereof furnished by the Contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Contractor shall, at his option and at his own expense, either procure for the Employer, the right to continue use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

10. Contract price

10.1. The total sum of prices quoted by the Contractor for individual items in the BOQ in his bid shall be for the entire scope of work including furnishing and erection of any equipment covered under the specifications and documents and shall be treated as the Contract price.

11. Changed quantity

11.1. The Employer/Engineer reserves the right to vary the quantities of items or groups of items to be ordered as specified in the Bill of quantities, as may be necessary, during the execution of the Contract. The Contractor is bound to execute such varied quantities of work at his quoted price up to an extent of 25% in excess of the agreed quantity or

quantities. If there is necessity of executing a specific item or items of work than 25% in excess of the agreed quantity, the contractor may claim excess rate and the Employer shall finalise such excess rate upon the recommendations of the Engineer-in-charge. However, this does not relieve the contractor's obligation from executing excess quantity than 25% in excess of the original quantity ordered, unless specifically ordered to do so.

12. Deductions from contract price

- 12.1. All costs, damages or expenses, which the Employer may have paid, for which under the Contract the Contractor is liable, will be claimed by the Employer. The Employer shall deduct the amount, from any moneys due or becoming due by him to the Contractor under the Contract or may be recovered by actions of law or otherwise, if the Contractor fails to satisfy the Employer of such claims.

13. Insurance

- 13.1. Insurance Policies: Before commencing the execution of the Work, the Contractor, without limiting his obligations and responsibilities under this Contract shall insure in the joint names of the contractor and Employer, latter being the beneficiary, against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Employer, Sub-Contractors, Vendors or to any person including any employee of the Employer, Sub-Contractors, Vendors or a member of the general public, by or arising out of the execution of the Work or in carrying out the Contract. It shall be obligatory for the Contractor to obtain and retain for all relevant times the insurance cover (in the joint names of the contractor and Employer, latter being the beneficiary) under the following policies:

- 13.2. Contractor's All Risk Insurance and Extensions on first loss basis: Policy to inter alias cover the following:

- a. Contract works for entire Contract Value plus cost of Employer supplied material (if any) valid for the completion period and any extension thereof.
- b. Earthquake, Civil commotion, riots, war and other disturbances.
- c. Debris removal.
- d. Extended Maintenance Cover till completion of Defects Liability Period and any extension thereof.
- e. Third Party Insurance including Cross Liability: To cover for any damages to third party. The limit of indemnity in respect of any one Accident or series of accidents arising out of one event shall be Rs. 10,00,000/(Rupees ten lakhs only). Policy shall be valid till completion of work and any extensions thereof and shall include any damage to the properties and/or injury including death to the

persons of the general public and anyone else deemed to be third party.

- 13.3. Workmen's Compensation Insurance Policy to cover Contractor's liability under Workmen's Compensation Act-1923, Minimum Wages Act-1948, Contract Labour (Regulation and Abolition) Act-1970 and other relevant Acts listed elsewhere. This shall be valid for the period up to Final Completion of the Work, and any extensions thereof plus six months handing over period.
- 13.4. Premium for all insurance policies shall be paid and borne by the Contractor and shall not be reimbursable. The Contractor shall provide to the Engineer-in-Charge all policies of insurance in original. These policies shall be fully executed and shall state that the policies cannot be cancelled until completion of the Contract including defects liability period and any extensions thereof. The Contractor shall obtain similar policies from all Sub-Contractors and thereby assume responsibility for any claims or losses to the Employer and Engineer-in-charge resulting from failure of any of the Sub-Contractors to obtain adequate insurance protection in connection with their work and shall indemnify and keep indemnified the Employer and Engineer-in-charge including their employees, officers, servants, agents and any other person moving in the premises, accordingly.
- 13.5. Failure to insure: If the Contractor fails to comply with the terms of this clause, the Engineer-in-charge may effect and / or keep current (but without obligation to do so) the insurance at the cost and expense of the Contractor and at two times the expenses incurred, deduct the expenses from any moneys that may be or become payable to the Contractor or may, at his option, refuse payment of any certificate to the Contractor until the Contractor complies with this condition.
- 13.6. Unlimited liability: In addition to the liability imposed by law upon the Contractor for injury (including death) to persons or damage to property by reason of the negligence of the Contractor or his agents, which liability is not impaired or otherwise affected hereby, the Contractor hereby assumes liability for and agrees to save the Employer and Engineer-in-Charge including their employees, officers, servants, agents and any other person moving in the premises harmless and indemnifies them from every expense, liability or payment by reason of any injury (including death) to persons or damage to property suffered through any act or omission of the Contractor, his employees, agents, servants, workmen, suppliers or any of his Sub-Contractors, or any person directly or indirectly employed by any of them or from the conditions of the Site or any part of the Site which is in the control of the Contractor or his employees or any of his Sub-Contractors, or any one directly or indirectly employed by either of them or arising in any way from the Work.

- 13.7. All insurance claims, payable by the insurers, shall be paid to the Employer which shall be released to the Contractor in instalments as may be certified by the Engineer-in-charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers.
14. Liability for accidents and damages
- 14.1. Under the Contract, the Contractor shall be responsible for any loss or damage to the works under this contract until the works are completed and taken over in accordance with the Contract.
15. Time of Completion
- 15.1. Time: "the essence of the contract": The time allowed for carrying out the Work as entered in the tender shall be strictly observed by the Contractor and shall be deemed to be of the essence of the Contract and shall be reckoned from the date of award of the Contract. The Work shall proceed with due diligence until Final Completion. The Contractor shall prepare a Construction Programme with time schedule keeping in view the completion period stipulated for specific portions of the Work and also the overall completion time and submit the same for the approval of the Engineer-in-Charge. The Contractor shall comply with the time schedule as approved by the Engineer-in-Charge. In the event of the Contractor failing to comply with the overall and individual milestones contained in the time schedules, he shall be liable to pay liquidated damages as provided for in this Contract.
- 15.2. Completion Period: The date of commencement of the Work shall be as mentioned in the Letter of Acceptance. The Milestone dates shall also be mentioned in the Letter of Acceptance. In case the Contractor fails to meet the above stipulated completion period, Contractor shall be liable to pay to the Employer / Engineer-in-Charge, the liquidated damages as specified in Clause 16 of General Conditions of Contract. In addition to his own work in the overall time period, the Contractor shall provide for the works of other Sub-contractors and Vendors, including those employed directly by the Employer / Engineer-in-Charge.
- 15.3. The contractor has to take over charge of the site by signing the acknowledgement form and commence the work within 10 days from the date of execution of agreement.
- 15.4. If the site is not taken over by the contractor by signing the acknowledgement form, Engineer will forward the filled up form by registered/speed post with date of taking over as the tenth day from the date of execution of agreement on the next day.
- 15.5. The contractor has to resubmit the acknowledgement form duly signed within three days of receipt and commence the works in the project.
- 15.6. It shall be deemed that the contractor has taken over charge of the site on the tenth day from the date of agreement irrespective of whether he has received the acknowledgement by post or has resubmitted it with his signature. The work will be terminated at his risk and cost if he does

not resubmit the acknowledgement form and commence the work as required under 15.3.

15.7. Recovery towards risk and cost will be made from the performance security deposit, if the contractor does not turn up to take charge of the site within the time prescribed under 15.3, he shall be demoted to a lower category as per the rules for registration of contractors.

15.8. The works shall be carried out in accordance with the programme submitted by the contractor and agreed to by the Accepting Authority at the time of executing agreement and updated subsequently with the approval of the Accepting Authority.

16. Liquidated damages(LD) for delay in completion

16.1. If the Contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of Contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as compensation/ Liquidated damages @ 0.1(point one) percent of the contract price per week of delay or 0.015(point zero one five) percent of the contract price per day of delay. The aggregate of such compensation / compensations shall not exceed 10 (ten) percent of the total value as shown in the contract. This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the Employer.

16.2. The Employer, if satisfied, that the work can be completed by the Contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of liquidated damages. In the event of extension granted being with Liquidated Damages, the Employer will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the Contractor as agreed damages equivalent to @ 0.1(point one) percent of the contract price per week of delay or 0.015(point zero one five) percent of the contract price per day of delay.

16.3. If the contractor achieves balance milestones, even though he has failed to achieve initial milestones, and the work has been completed in the specified/original time of completion, the Employer may release the already levied liquidated damages at his sole discretion.

16.4. The Employer, if not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the Contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to terminate the contract.

16.5. The Employer, if not satisfied with the progress of the contract and in the event of failure of the Contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

- 16.6. In the event of such termination of the contract as described in clauses 16.3 and 16.4 are both, the Employer, shall be entitled to recover Liquidated Damages up to ten percent (10%) of the contract value and forfeit the security deposit made by the Contractor besides getting the work completed by other means at the risk and cost of the Contractor.
- 16.7. The Employer may waive the payment of compensation, depending upon merit of the case, on request received from the Contractor if the entire work is completed within the date as specified in the Contract or as validly extended without stipulating any penalty.
17. Bonus for timely Completion
- 17.1. Bonus will be paid to the bidder at the rate of 1% of the TS amount subject to a maximum of Rs.6 lakhs (six lakhs) for completion of work within the prescribed time limit.
18. Contractor's default
- 18.1. If the Contractor shall neglect to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Employer may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such case the Employer shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the Employer shall think fit, it shall be lawful for him, without prejudice to any other right he may have under the Contract, to take the works wholly or in part thereof and in that event the Employer shall have free use of all Contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Employer shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the Contractor shall have to pay if the completion of works is delayed. In addition, such action by the Employer as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of works as defined in clause 16. The termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the performance bank guarantee nor the time thereof. The

performance guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.

- 18.2. The bidding documents will clearly state that if the Contractor fails to complete the work and the order is cancelled, the amount due to him on account of work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the Contract and that too after alternative arrangements to complete the work has been made.

19. Delays by Employer or his authorised agent

- 19.1. In case the Contractor's performance is delayed due to any act of omission on the part of the Employer or his authorized agents, then the Contractor shall be given due extension of time for the completion of the works, to the extent such omission on the part of the Employer has caused delay in the Contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer shall be final. The reasons for such delays shall be recorded in the hindrance register as per clause 20.2 and shall be certified by the Assistant Engineer and Assistant executive Engineer in charge of the work.

- 19.2. In addition, the Contractor shall be entitled to claim demonstrable and reasonable compensation if such delays have resulted in any increase in the cost of work. The Employer and the Engineer shall examine the justification for such a request for claim, and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence.

- 19.3. Any delay in finalisation of mutual agreement in regard to any of the Contractor's claim / compensation against any act of omission on the part of the Employer or his authorised agents should not result in any work stoppage / further delay on the part of the Contractor.

20. Extension of time of completion

- 20.1. On happening of any events causing delay as stated hereinafter, the Contractor shall intimate immediately in writing to the Engineer-in-charge:

- a. due to any reasons defined as Force Majeure.
- b. non-availability of stores which are the responsibility of the Employer to supply
- c. non-availability or breakdown of tools and plant to be made available by the Employer
- d. delay on the part of the Contractors or tradesmen engaged by the Employer not forming part of the Contract, holding up further progress of the work

- e. non-availability of design or detailed drawings or specifications time, which are to be made available by the Employer during progress of the work
 - f. any other causes which, at the sole discretion of the Employer is beyond the control of the Contractor.
- 20.2. A "Hindrance Register" shall be maintained by both the Engineer-in-charge and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution.
- 20.3. The Contractor may request the Employer in writing for extension of time within 14(fourteen) days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The Employer may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor in writing by the Employer through the Engineer-in-charge within one month of the date of receipt of such request. The Contractor shall however use his best efforts to prevent or make good the delay by putting his endeavours constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge. Related entries in the hindrance register shall also to be submitted along with the request for extension.
- 20.4. Provisional extension of time may also be granted by the Engineer-In charge during the course of execution, on written request for extension of time within 07 (Seven) days of happening of such events as stated above, reserving the Employer's right to impose/ waive liquidated damages at the time of granting final extension of time as per Contract agreement.
- 20.5. When the period fixed for the completion of the Contract is about to expire, the question of extension of the Contract may be considered at the instance of the Contractor or the Employer or the both. The extension will have to be by party's agreement, expressed or implied.
- 20.6. In case the Contractor does not apply for grant of extension of time within 07 (Seven) days of hindrance occurring in execution of the work and the Employer wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer-in-charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Employer's right to levy compensation under the relevant clause of Contract.

21. Termination, suspension, cancellation & foreclosure of contract

- 21.1. The Employer shall, in addition to other remedial steps to be taken as provided in the conditions of Contract, be entitled to cancel the Contract in full or in part, if the Contractor
- a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in charge, then on the expiry of the period as specified in the notice, or
 - b. commits default/breach in complying with any of the terms and conditions of the Contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in charge, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing. Or
 - c. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the Employer, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing, or
 - d. shall offer or give or agree to give any person in the service of the Employer or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other Contract for the Employer, or
 - e. shall try to obtain a Contract from the Employer by way of ring Tendering or other non-bonafide method of competitive Tendering, or
 - f. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-charge. The Engineer-in-charge may by giving a written notice, cancel the whole Contract or portion of it in default.
- 21.2. The Employer shall in such an event give fifteen (15) days notice in writing to the Contractor of his decision to do so.
- 21.3. The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Employer, stop all further sub-Contracting or purchasing activity related to the work terminated, and assist the Employer in maintenance, protection, and disposition of the works acquired under the Contract by the Employer.
- 21.4. The Contract shall stand terminated under the following circumstances unless the Employer is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving

partners, are capable of carrying out and completing the Contract and the Employer shall in any way not be liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the termination of the Contract.:

- a. If the Contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
- b. In the case of the Contractor being a employer, its affairs are under liquidation either by a resolution passed by the employer or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re- organisation, or a receiver or manager is appointed by the court on the application by the debenture holders of the Employer, if any.
- c. If the Contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21(twenty-one) days.
- d. On the death of the Contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the Employer is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the Contract. The decision of the Employer in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.
- e. 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 unless the Employer is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the Contract the Employer shall be entitled to cancel the Contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the

Contract. The decision of the Employer that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Employer shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

- 21.5. On cancellation of the Contract or on termination of the Contract, the Engineer-in-charge shall have powers
- a. to take possession of the site and any materials, constructional plant, implements, stores, etc. thereon.
 - b. to carry out the incomplete work by any means at the risk of the Contractor
 - c. to determine the amount to be recovered from the Contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the Employer after giving credit for the value of the work executed by the Contractor up to the time of termination/cancellation less on account payments made till date and value of Contractor's materials, plant, equipment, etc., taken possession of after termination/cancellation.
 - d. to recover the amount determined as above, if any, from any moneys due to the Contractor or any account or under any other Contract and in the event of any shortfall, the Contractor shall be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the Employer shall not however arise in the case of termination of the Contract for death/demise of the Contractor as stated in clause.20.4 (d).
 - e. Additionally, the Employer will reserve the right to debar such defaulting Contractor from participating in future Tenders for a minimum period of one year.
- 21.6. Suspension of work - The Employer shall have power to suspend the progress of the work or any part thereof and the Engineer-in-charge may direct the Contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the Contractor, or for proper execution of the work for reasons other than any default on the part of the Contractor, or on ground of safety of the work or part thereof. In the event of

suspension for reason other than any default on the part of the Contractor, extension of time shall be allowed by the Employer equal to the period of such suspension. Any necessary and demonstrable costs incurred by the Contractor as a result of such suspension of the works will be paid by the Employer, provided such costs are substantiated to the satisfaction of the Engineer. The Employer shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or his sub-Contractor. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this Employer shall be forfeited and brought under the absolute disposal of the Employer provided, that the amount so forfeited shall not exceed 10% of the contract value.

- 21.7. Foreclosure of Contract in full or in part - If at any time after acceptance of the Tender, the Employer decides to abandon or reduce the scope of the work for any reason whatsoever the Employer, through its Engineer-in-charge, shall give notice in writing to that effect to the Contractor. In the event of abandonment/reduction in the scope of work, the Employer shall be liable
- a. To pay the Contractor at the Contract rates full amount for works executed and measured at site up to the date of such abandonment/reduction in the work.
 - b. to pay reasonable amount assessed and certified by the Engineer-in charge of the expenditure incurred, if any, by the Contractor on preliminary works at site. e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and supply for the work including supply to labour/staff quarters, office, etc.
 - c. to pay for the materials brought to site, which the Contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the Employer should be in good condition and the Employer may allow at its discretion the Contractor to retain the materials in full or part if so desired by him and to be transported by the Contractor from site to his place.
 - d. to take back the materials issued by the Employer but remaining unused, if any, in the work on the date of abandonment/reduction

- in the work, at the original issued price less allowance for any deterioration or damage caused while in custody of the Contractor
- e. to pay for the transportation of tools and plants of the Contractor from site to Contractor's place or to any other destination, whichever is less.
 - f. The Contractor shall, if required by the Engineer-in-charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable in terms of part 4.19.7 (b), (c) and (e) above, the Contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.
 - g. If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15(fifteen) days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. However, when this clause is invoked, penalty will not be applicable.

22. No waiver of rights

- 22.1. Neither the inspection by the Employer or the Engineer or any of their officials, employees or agents nor any order by the Employer or the Engineer for payment of money or any payment for or acceptance of, the whole or any part of the works by the Employer or the Engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Employer, or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

23. Certificate not to affect right of Employer and liability of contractor

- 23.1. No interim payment certificate of the Engineer, nor any sum paid on account, by the Employer, nor any extension of time for execution of the works granted by the Engineer shall affect or prejudice the rights of the Employer against the Contractor or relieve the Contractor of his obligations for the due performance of the Contract, or be interpreted as approval of the works done or of the equipment furnished and no

certificate shall create liability for the Employer to pay for alterations, amendments, variations or additional works not ordered, in writing, by the Engineer or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which he is bound to indemnify the Employer, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Contractor against the Employer.

24. Grafts and commissions etc.

24.1. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent, officers, director, employee or servant or any one of his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Employer, shall, in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Employer resulting from any cancellation. The Employer shall then be entitled to deduct the amount so payable from any moneys otherwise due to the Contractor under the Contract.

25. Language and measures

25.1. All documents pertaining to the Contract including specifications, schedules, notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in the Contract. Measurements, quantities, prices or rates and amounts shall have two digit precision.

26. Release of information

26.1. The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium photographs or other reproduction of the works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Employer.

27. Completion of contract

27.1. Unless otherwise terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of the guarantee period as provided for under the clause 48.

28. Enforcement of terms

28.1. The failure of either party to enforce at any time of the provisions of this Contract or any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

29. Engineer 's decision

29.1. In respect of all matters which are left to the decision of the Engineer including the granting or withholding of the certificates, the Engineer shall, if required to do so by the Contractor, give in writing a decision thereon.

29.2. If in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer within 15(fifteen) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as acceptance of the Engineer's decision and the decision shall become final and binding.

29.3. The Engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to any legal proceedings. It is the intent of the agreement that there shall be no delay in the execution of the works and the decision of the Engineer as rendered shall be promptly observed.

30. Co-operation with other Contractors, Consultants & Engineers

30.1. The Contractor shall agree to co-operate with the Employer's other Contractors Consultants and consulting Engineers, if employed in the site, and freely exchange with them such technical information as is necessary for the satisfactory execution of works.

31. Variations or additions

31.1. No alterations, amendments, omissions, suspensions or variations of the works (hereinafter referred to as "Variation") under the Contract as detailed in the Contract documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full power subject to the provision hereinafter contained from time to time during the execution of the Contract, by notice in writing, to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variation occurred in the Contract documents. If any suggested variation would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith, whether or not the same shall be carried out and if the Engineer confirms his instructions, Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract price as the case may be.

31.2. In the event of the Engineer requiring any variation, such reasonable and proper notice shall be given to the Contractor to enable him to work his arrangements accordingly, and in cases where goods or

materials are already prepared or any design, drawings of pattern made or work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.

31.3. In any case in which the Contractor has received instructions from the Engineer as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payments, the Contractor shall immediately and in no case later than ten (10) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer to that effect. But the Engineer shall not become liable for the payment of any charges in respect of any such variations, unless the specifications of the same shall be confirmed in writing by the Engineer.

31.4. If any variation in the works, results in reduction of Contract price, the parties shall, agree, in writing, so to the extent of any change in the price, before the Contractor proceeds with the change.

31.5. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Engineer shall prevail.

31.6. Notwithstanding anything stated above in this clause, the Engineer shall have the full power to instruct the Contractor, in writing, during the execution of the Contract, to vary the quantities of the items or groups of items. The Contractor shall carry out such variations and be bound by the same conditions, as though the said variations occurred in the Contract documents. However, the Contract price shall be adjusted at the rates and the prices provided for the original quantities in the Contract.

32. Replacement of defective parts and materials

32.1. If during the progress of the works the Engineer shall decide and inform in writing to the Contractor, that any part of work or materials used therein is unsound or imperfect or has furnished any work is inferior than the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh materials up to the standards of the specifications.

32.2. In case the Contractor fails to do so, the Engineer may on giving the Contractor seven (7) days' notice in writing of his intentions to do so, proceed to remove the portion of the works or materials so complained of and, at the cost of the Contractor, perform all such work or furnish all such equipment provided that nothing in this clause shall be deemed to deprive the Employer of or affect any rights under the Contract which the Employer may otherwise have in respect of such defects and deficiencies.

32.3. The Contractor's full and extreme liability under this clause shall be satisfied by the payments to the Employer of the extra cost, of such replacement procured, including erection, as provided for in the Contract, such extra cost being the ascertained difference between the price paid by the Employer for such replacements and the Contract price portion for such defective work and repayments of any sum paid by the Employer to the Contractor in respect of such defective work. Should the Employer not so replace the defective work or materials, the Contractor's extreme liability under this clause shall be limited to repayment of all sums paid by the Employer under the Contract for such defective works or works using the defective materials.

33. Defence of suits

33.1. If any action in court is brought against the Employer or Engineer or an officer or agent of the Employer for the failure or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his sub-Contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the Employer, and the Engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising out of such action.

34. Limitations of liabilities

34.1. The final payment by the Employer in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract. Such final payment shall be made only at the end of the guarantee period as detailed in clause 48 and till such time as the Contractual liabilities and responsibilities of the Contractor, shall prevail. All other payments made under the Contract shall be treated as on account payments.

35. Taxes, Permits & Licenses

35.1. The Contractor shall be liable and pay all taxes, duties, levies, lawfully assessed against the Employer or the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income and property only. This clause shall be read in conjunction with clause 3.3.6 of section Instruction to Bidders.

36. Payment

36.1. The payment to the Contractor for the performance of the works under the Contract will be made by the Employer as per the guidelines and conditions specified herein. All payment made during the Contract shall be on account payments only. The final payment will be made on completion of all the works and on fulfilment by the Contractor of all his liabilities under this contract.

36.2. All payments under the Contract shall be in Indian Rupees only.

- 36.3. Bills shall be submitted by the Bidder for part payment while the work is in progress or final bill on completion of the work as per the specification, terms and conditions of the contract and the Divisional officer shall take the requisite measures for having the same checked and the claim as far as admissible settled according to the availability of budget provision and allotment of funds made with the divisional officer under the respective heads of account under which the work is sanctioned and arranged and also subject to the seniority of such bills. The Bidder shall not make any claim for interest or for damages for any delay in settling the bills. No such claims shall be admitted by the Government should the Bidder be unable to prepare the bill for himself, the Divisional officer shall depute a subordinate to measure the work performed in the presence of the Bidder, whose counter signature to the measurement list will be a sufficient warrant to the Divisional officer to prepare the bill for him that list.
- 36.4. Selected bidder will be required to produce income-tax and sales tax clearance certificates before final payment is made for the work, and before security deposits released.
37. Method of measurement:
- 37.1. All Works shall be measured for making payments to the Contractor. To evaluate Work under this Contract and instructed as per work order/change orders issued by the Engineer-in-Charge, the standard method of measurement in accordance with the Standards laid down by Bureau of Indian Standards (IS: 1200) shall be followed. However if definite methods of measurements are stipulated in the Schedule of Rates or Specifications, then the same shall supersede BIS methods and shall be followed. In the event of any dispute with regard to the method of measurement of any work, the decision of the Engineer-in-Charge shall be final and binding and no extra claims shall be entertained or allowed at any stage in this regard.
- 37.2. It shall be the responsibility of the contractor to take measurements and levels and get it recorded in Measurement Books and Field books through his technical personnel employed at site approved by the agreement authority. The technical personnel shall have qualifications as per requirements in section 2102 of the revised PWD manual. The person recording the measurements jointly with the contractor shall be responsible for the correctness of the measurements recorded. Both the person recording the measurement and the contractor shall affix name and signature at the end of each page of the measurement book with name and date. The contractor shall record a certificate in each running account bill to the effect that the measurements are taken by his employee and are a true reflection of the quantity of work done or item supplied by him and hence acceptable.
- 37.3. If an item of work is measured in incomplete stages, up to date measurements shall be recorded each time and the quantity for payment at any stage shall be worked out by deducting the total

quantity already paid from the up to date quantity measured at that time. In case of works, which will be concealed, measurements shall be taken prior to such concealment and got checked by the departmental officers concerned. For works like demolition of an existing structure which cannot be measured after execution of the work, pre measurement shall be taken and got checked.

- 37.4. Electronic devices shall as far as possible be utilized for recording measurements, levels for computation of earthwork quantities and quantity of bituminous surfacing works and other purposes for which such devices are available. In the case of level measurements using electronic device, the readings taken shall be downloaded and a computerized print out of the levels shall be taken. The print out shall be signed by the contractor and his technical personnel with name and date in all pages. The name of instrument used along with its serial number should be shown in the computerized print out duly certified by the Assistant Engineer concerned. A soft copy of the readings/data downloaded from the electronic level along with a hard copy of the signed computerized print out shall be kept as record. Computerized calculation methods shall also be adopted for quantity computation for earthwork/bituminous surfacing works wherever available.
- 37.5. As a general rule, earth work shall be measured by level section where the total quantity exceeds 300 cum. and where the site conditions are such that level sections, will give correct indications of the quantity of work involved. The limit for measurement on level basis for works of other nature shall be 100 cubic metre. If the site conditions are not suitable for working out the quantities through level sections, orders of the Agreement Authority shall be obtained for taking measurements otherwise, than by level sections in cases where the total quantity exceeds 300 /100 cubic metre as the case may be. The agreement authority shall approve the proposals for earthwork in the initial level sheets. The final level proposal shall be checked by the disbursing officer before payments are made.
- 37.6. All measurements taken by the contractor including those on level basis are to be checked by the Assistant Engineer. He shall affix dated initials on all pages as a token of having checked the measurements. Measurements taken on level basis by a contractor including that using electronic devices can be simultaneously/independently checked by the Assistant Engineer and certificate to this effect recorded in the field book on the last page of the measurements. He shall also affix dated initials on all pages as token of having checked the level measurements. Assistant Engineer is fully responsible for the correctness of all measurements after it is checked by him. In the case of measurements taken on level basis, AEE shall independently check all points in a minimum 20% of the critical cross-sections. This is applicable to level measurements taken using electronic

devices also. Check measurement by AEE and test check by EE shall be as detailed below.

- a) Works costing upto T.S. powers of AE – AE shall checkmeasure all measurements recorded by the technical personnel of contractor.
 - b) AEE shall test check 10% value of all works within T.S. powers of AE
 - c) Works costing above T.S. powers of AE and upto T.S.powers of AEE – AE shall check all measurements recorded by the Technical personnel of contractor. All concealed items and a minimum 50% value of each item of work which are not concealed shall be check measured by the Assistant Executive Engineer. If an Assistant Engineer holds full additional charge of a Sub division, the Executive Engineer shall nominate another officer under his Division, not below the rank of an Assistant Executive Engineer to checkmeasure the measurements checked by the Assistant Engineer, who holds additional charge.
 - d) Works costing above T.S. powers of AEE –For works costing above T.S. powers of AEE, AE shall check all measurements recorded by the Technical personnel of contractor. AEE shall checkmeasure all concealed items of work and 50% value of items which are not concealed.
 - e) EE shall test check 10% of value of all works beyoned T.S.powers of AEE and maintain a register for such test checks.The items of test check by Executive Engineer should invariably include R.C.C./Reinforcement/other high value item which will ensure structural safety.
- 37.7. If an item of work is measured in incomplete stages, up to date measurements shall be recorded each time and the quantity for payment at any stage shall be worked out by deducting the total quantity already paid from the up to date quantity measured at that time. In case of works, which will be concealed, measurements shall be taken prior to such concealment and got checked by the departmental officers concerned. For works like demolition of an existing structure which cannot be measured after execution of the work, pre measurement shall be taken and got certified from the Engineer-in-charge.
- 37.8. Electronic devices shall as far as possible be utilized for recording measurements, levels for computation of earthwork quantities and other purposes for which such devices are available. In the case of level measurements using electronic device, the readings taken shall be downloaded and a computerized print out of the levels shall be taken. The print out shall be signed by the contractor and his technical personnel with name and date in all pages. The name of instrument used along with its serial number should be shown in the computerized print out duly certified by the Engineer-in-charge's representative

concerned. A soft copy of the readings/data downloaded from the electronic level along with a hard copy of the signed computerized print out shall be kept as record. Computerized calculation methods shall also be adopted for quantity computation for earthwork/bituminous surfacing works wherever available.

- 37.9. As a general rule, earth work shall be measured by level section where the total quantity exceeds 300 cum. and where the site conditions are such that level sections, will give correct indications of the quantity of work involved. The limit for measurement on level basis for works of other nature shall be 100 cubic metre. If the site conditions are not suitable for working out the quantities through level sections, orders of the Engineer-in-charge shall be obtained for taking measurements otherwise, than by level sections in cases where the total quantity exceeds 300 /100 cubic meter as the case may be. The Engineer-in-charge shall approve the proposals for earthwork in the initial level sheets. The final level proposal shall be certified before payments are made.

38. Covering up:

- 38.1. The Contractor shall give at least 24 hours clear notice in writing to the Engineer-in-Charge before covering up any of the Work in foundations or any other such areas in order that inspection of the Work may be carried out for maintaining proper quality control. In the event of the Contractor failing to provide such notice he shall, at his own expense, uncover such Work as required to allow the inspection to be taken and thereafter shall reinstate the Work to the satisfaction of the Engineer-in-Charge.

39. Rectification of improper work noticed:

- 39.1. If it shall appear to the Engineer-in-Charge during the progress of the Work that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description or that any materials or articles provided by the Contractor for the execution of the Work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the Contract, the Contractor shall, on demand in writing from the Engineer-in-Charge specifying the work, materials or articles complained of, notwithstanding that the same may have been passed and certified, forthwith rectify or remove and reconstruct the work so specified in whole, or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period so specified by the Engineer-in-Charge in his demand aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor, and deduct the expenses from the Security Depositor

any sums that may be due at any time thereafter may become due to the Contractor or from his performance bond.

40. Change orders(Approval for Variations)

40.1. Employer reserves the right to alter the Scope of Work (See Clause 11 and 31) and consequently the Contract Price shall be suitably adjusted for such changes by reference to the rates in the Schedule of Rate. All change orders shall be issued by the Engineer-in-Charge and the onus shall be on the Contractor to obtain such prior written consent of the Engineer-in-Charge/Employer.

40.2. If the rates for the extra, additional, altered or substituted items of work are not specifically provided in the Contract Schedule of Rates then such rates shall be derived from the similar items in the Standard Data Analysis published by the Central Public Works Department with relevant cost indices as applicable. If, market rate of a specific item/items are taken for the rate analysis, then provision for cost escalation (i.e. application of relevant cost index) for such items shall not be allowed. The Engineer/Employer's interpretation as to what is a similar class of work and his decision on the method in which the rate is to be derived shall be final and binding on the Contractor.

40.3. If the rates for the extra, additional, altered or substituted items of work cannot be determined in the manner specified above, then the rates for such work shall be determined on the basis of actual /theoretical consumption of materials, and actual /theoretical use of labour, as detailed below; consideration of actual or theoretical consumption shall be at sole discretion of the Engineer-in-Charge.

- a. Cost of materials actually used by the Contractor and /or by theoretical analysis of consumption of materials at work, at no more than prevailing local market rates, actually incorporated in the Work/ or as published by the Executive Engineer, Buildings Division of the concerned District from time to time.
- b. Cost of labour actually used at the Site and /or by theoretical analysis of labour utilization on the Work at no more than prevailing local market rates, actually incorporated in the Work/ or as published by the Executive Engineer, Buildings Division of the concerned District.
- c. 1% of the costs in respect of (a) and (b) above, towards water charges, can be added, if required as per the Engineer-in -charge.
- d. 15% of the costs in respect of (a) ,(b) and (c) above, towards Contractor's establishment, electricity charges, tool & plants, all other costs, overhead & profit plus applicable VAT/WCT shall be added. Said 15% component (Contractor's overheads and profit) shall not be allowed on Employer supplied items, Bitumen if any.

- e. For this purpose the Contractor shall submit to the Engineer-in-Charge detailed analysis of the rate proposed by the Contractor supported by relevant vouchers along with the estimated quantity of work item involved.
 - 40.4. If the Contractor and the Engineer-in-Charge cannot agree on a rate as determined in accordance with this sub-clause, then the Engineer-in-Charge may determine a reasonable rate with the concurrence of the Employer and the Employer which shall be final and binding on the Contractor or, at the Employers /Engineer-in-Charge's option, may order and direct the work to be carried out by such other persons or agencies as it may think fit, and such other persons or agencies shall not, in any manner be prevented or obstructed in their work or from entering upon the Work by the Contractor for the purpose of carrying out such work. The Contractor shall not be entitled to any payment whatsoever in connection with such work carried out by such other persons or agencies.
 - 40.5. Before any extra work is undertaken by the Contractor, he shall ensure that he has received from the Engineer-in-Charge a specific Change Order on a mutually agreed proforma, signed and approved by the Engineer-in-Charge. No additional payments shall be made to the Contractor without prior agreement and receipt of the necessary signed Change Order. Each Change Order shall clearly state the value of the additional work agreed to and signed for by the Engineer-in-Charge. The Contractor shall at monthly intervals submit to the Engineer-in-Charge an account giving particulars, as full and detailed as possible, of additional work ordered in writing by the Engineer-in-Charge and which the Contractor has executed during the preceding month. In case any Change Order instructed by the Engineer-in-Charge causes a delay in the completion of the Work causing the Contractor to overrun the time fixed for completion of the Work, the contractor shall notify the Engineer-in-Charge in writing about such expected delay, before /issuance of such change order by the Engineer-in-Charge. If necessary and if requested by the contractor within 3(three) days of the receipt of the change order in writing, the Engineer-in-charge shall organize with due dispatch, a joint review on the question of expected delay, to be held and had amongst the Contractor, Engineer-in-Charge and the Employer with or without the assistance of the Consultants and the issue of such expected delay would be immediately resolved through such joint review to facilitate extension of time for completion of the Work.
41. Price Adjustment
- 41.1. This clause is applicable for works which have original time of completion more than 18 months
 - 41.2. Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, plant and equipment spares, fuels and

lubricants in accordance with the following principles, procedures and as per formula given in the Special conditions of contract.

a. The price adjustment shall apply for the work done from the start date up to end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributions to the contractor.

b. The price adjustment shall be determined during each month from the formula given in the Special conditions of contract.

41.3. To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

42. Deductions for uncorrected work:

42.1. If the Engineer-in-Charge deems it inexpedient to get corrected or rectified any work of the Contractor which is defective or damaged or of substandard quality or is generally not in accordance with the Contract Documents, then an equitable and appropriate deduction shall be made thereof from the Contract Price, and the Engineer-in-Charge's decision in this respect shall be final and binding on the Contractor.

42.2. Furthermore if, by reason of any accident, or failure, or other event occurring to, in or in connection with the Work, or any part thereof, either during the execution of the Work or during the Defects Liability Period, any remedial or other work or repair shall, in the opinion of the Engineer-in-Charge, be urgently necessary for the safety of the Work, or any part thereof, and the Contractor is unable or unwilling to immediately and at once do such work or repair, the Engineer-in-Charge may employ and pay other persons or agencies to carry out such work or repair as the Engineer-in-Charge may consider necessary. If the work or repair so done by other persons or agencies is work which, in the opinion of the Engineer-in-Charge, the Contractor was liable to do at his own expense under the Contract, then all expenses incurred by the Employer / Engineer-in-Charge in connection with such work or repair shall be recovered from the Contractor and shall be deducted by the Employer / Engineer-in-Charge from any money that may be payable or that may become payable to the Contractor or from the Contractor's performance bond.

42.3. The defective or uncorrected work of the Contractor at any stage (during or after completion of work) may adversely affect or damage the work of other Vendors. Contractor shall at his own cost immediately rectify, correct or replace both his defective work as well as the work of the other Vendors so damaged, within the time period stipulated by the Engineer-in-Charge, so as not to effect the progress and quality of other Vendor's work. In case the Contractor fails to do the necessary corrections to the satisfaction of Engineer-in-Charge or unduly delays

the correction work, then the Engineer-in-Charge shall be at liberty to get the correction work done and if the correction work is not possible, then any extra work necessary to cover the defect or damage, done through same / any other Vendor at Contractor's cost.

- 42.4. Actual costs including any incidentals thereof incurred by the Engineer-in-Charge on such corrections / extra works shall be recovered from the payments or any amounts due to the Contractor.

43. Virtual completion of works:

- 43.1. The Contractor shall complete the Works by the intended date of completion. In case Extension of Time has been granted, the extended date of completion shall be considered. The Works shall be considered as Virtually Complete only upon satisfactory correction of all defects notified by the Engineer, and only after the Work has been completed in every respect in conformity with the Contract Documents and after all the systems and services have been tested and commissioned, and after the Site has been cleared and the Work cleaned in accordance with Clause 78 and when the Engineer-in-Charge & certified in writing that the Work is Virtually Complete. The Defects Liability Period shall commence from the date of such Certificate of Virtual Completion.

- 43.2. Should, before Virtual Completion, the Employer / Engineer-in-Charge decide to occupy any portion of the Work or use any part of any equipment, the same shall not constitute an acceptance of any part of the Work or of any equipment, unless so stated in writing by the Engineer-in-Charge.

- 43.3. Prior to the issue of the Virtual Completion Certificate, the Contractor shall submit and hand-over to the Engineer-in-Charge the keys to all locks, all operation and maintenance manuals for systems and services, material reconciliation statements, warranties, as built drawings, any spares called for in the Contract, and everything else necessary for the proper use and maintenance of the Work complete with all systems and services.

- 43.4. It is clarified that all materials whether Employer supplied or not shall be procured by the contractor at his own cost for carrying out correction work. No charges shall be paid on this account.

44. Programme chart / milestones:

- 44.1. The Contractor should strictly adhere to the agreed milestones, if any for the work. If the milestones are not achieved by the Contractor, the Contractor shall pay the Employer liquidated damages as per clause 16 of GCC. However, release of interim Liquidated Damages can be considered in case the very next Milestone is achieved on time. Extension of time for any milestone if allowed has to be obtained in writing from the Engineer-in-Charge well in advance of completion dates.

45. Penalty / fine for non-compliance of safety codes & labour laws:

- 45.1. If the Engineer-in-Charge notifies the Contractor of non-compliance with safety codes as in Clause no. 68 and 69 and the labour

laws etc. Contractor shall immediately if so directed or in any event not more than 10(ten) hours after receipt of such notice, make all reasonable effort to correct such non-compliance and to ensure that there is no reoccurrence of such non-compliance.

- 45.2. If the Contractor fails to do so, the Engineer-in-Charge shall levy fine of Rs.500(Rupees five hundred only) per head per day for not complying with safety codes & labour laws etc.

46. Guarantees:

- 46.1. The Contractor understands and agrees that the Engineer-in-Charge is expressly relying and will continue to rely on the skill and judgment of the Contractor in executing the Work and remedying any defects in the Work. The Contractor represents and warrants that :-

- a. The Contractor shall perform the Work in a timely manner, in strict accordance with the Contract Documents, and consistent with generally accepted professional, construction and construction-supervision practices and standards provided by an experienced and competent professional contractor and construction supervisor rendered under the same or similar circumstances.
- b. The Contractor is and will be responsible to the Engineer-in-Charge for the acts and omissions of all Sub-Contractors and their respective employees, agents and invitees and all the persons performing any of the Work.
- c. Besides the guarantees required and specified elsewhere in the Contract Documents, the Contractor shall in general guarantee all work executed by the Contractor and the Sub-Contractors for Defects Liability Period from the date of issue of the Virtual Completion Certificate. Those parts of the Work or equipment or installations, for which extended guarantee periods are stipulated elsewhere in the Contract Documents, shall be guaranteed for such periods that are so stipulated. The duration of the Defects Liability Period, unless specified otherwise, shall be the extent of length of such guarantee periods.

- 46.2. The Contractor represents, warrants and guarantees to Engineer, inter alias that:

- a. The construction of the Project shall be approved and capable of use, operation, performance and maintenance for accomplishing the purpose for which it has been built and acquired.
- b. The Work shall comply with the Specifications, Drawings, and other Contract Documents.

- c. The Work shall, for Defect Liability Period from the date of issue of the Virtual Completion Certificate, be free from all defects and the Project shall be of structural soundness, durability, ease of maintenance, weather tightness etc.
 - d. The materials, workmanship, fabrication and construction shall be of the specified and agreed quality and all materials shall be new.
 - e. The Work performed for the Engineer-in-Charge shall be free from all liens, charges, claims of whatsoever nature from any party other than the Engineer-in-Charge.
- 46.3. Where, during such guarantee periods as mentioned above, any material or equipment or workmanship or generally any item of work fails to comply or perform in conformity with the requirements stipulated in the Contract Documents or in accordance with the criteria and provisions of the guarantee, the Contractor shall be responsible for and shall bear and pay all costs and expenses for replacing and/or rectifying and making good such materials, equipment, workmanship, and items of work and, in addition, the Contractor shall be also responsible for and shall bear and pay all costs and expenses in connection with any damages and/or losses suffered as a consequence of such failure.
- 46.4. All guarantees required under the Contract shall be in the format approved by the Engineer-in-Charge and submitted to the Engineer-in-Charge by the Contractor when requesting certification of the final bill.
47. Defects liability:
- 47.1. The Defect Liability Period shall be 36 months or as mentioned in the contract data.
 - 47.2. Maintenance by contractor during defects liability period: All defective items of work and defects noticed and brought to the attention of the Contractor during the Defects Liability Period shall be promptly and expeditiously attended to and replaced and/or rectified and made good by the Contractor at his own cost, to the complete satisfaction of the Engineer-in-Charge.
 - 47.3. Replacement and/or rectification and making good by contractors of all defective materials, equipment and/or workmanship during defects liability period: The Contractor shall replace and/or rectify and make good, at his own cost, and to the satisfaction of the Engineer-in-Charge, all defective items of work and defects arising, in the opinion of the Engineer-in-Charge, from materials, equipment, and/or workmanship not performing or being in accordance with the Drawings or Specifications or the instructions of the Engineer-in-Charge or other Contract Documents or the best engineering and construction practices, and which may appear or come to notice within Defects Liability Period after Virtual Completion of the Work. Any item, material or matter

repaired or replaced shall receive a new Defects Liability Period of like duration beginning upon the date the repaired or replaced item, material or matter is returned for use to the Engineer-in-Charge, provided that the aggregate guarantee period shall not exceed 24 months. The Contractor shall be also liable for all costs associated with damages and/or losses which are a consequence of such defective items of work and defects, and such costs shall be recouped by Engineer-in-Charge from the Contractor and shall be recovered from the Security Deposit held and/or from the Contractor's final bill (if the final bill has not been certified and paid for at the time), or the same would otherwise be recovered from the Contractor.

47.4. Such defective items of work and defects as mentioned above shall, upon instruction and direction in writing of the Engineer-in-Charge and within such time as shall be specified therein, be replaced and/or rectified and made good by the Contractor at his own cost. In case of default or failure by the Contractor to replace and/or rectify and make good such defective items of work and defects, the Engineer-in-Charge may employ and pay other persons or agencies to replace and/or rectify and make good such defective items of work and defects, and all costs, damages, losses and expenses there for, consequent thereon and incidental thereto shall be to the account of the Contractor and such costs, damages, losses, and expenses shall be recouped by the Engineer-in-Charge from the Contractor and shall be recovered from the Security Deposit held and/or from the Contractor's final bill (if the final bill has not been certified and paid for at the time). Should the Security Deposit held (and the amount in respect of the final bill if it has not been certified and paid for at the time) be insufficient to meet such costs, damages, losses and expenses, as determined by the Engineer-in-Charge, then the Contractor shall be legally bound to pay the balance amount due under the claim to the Engineer-in-Charge within one month of receiving notification to that effect from the Engineer-in-Charge. In the event of failure on the part of the Contractor to pay the balance amount due within one month as stated above, the Engineer-in-Charge shall be entitled to invoke the performance bond and the Contractor shall raise no objection in this regard. In respect of those parts of the Work for which longer guarantee periods are stipulated elsewhere in the Contract Documents, the Defects Liability Period for such parts of the Works shall be until the end of the respective guarantee period that is stipulated for each such part. No payment shall be made to the contractor on this account.

47.5. All the material whether Employer supplied or not shall be supplied by the Contractor at his own cost for undertaking any correction/rectification/replacement of defective/damaged or uncorrected works.

48. Final completion of the work :

48.1. The Work shall be considered as finally complete at the end of the Defects Liability Period subject to the Contractor having replaced and/or rectified and made good all the defective items of work and defects and hand over the Work in accordance with clause above, to the satisfaction of the Engineer-in-Charge, and provided that the Contractor has performed all his obligations and fulfilled all his liabilities under the Contract, and when the Engineer-in-Charge has certified in writing that the Work are finally complete. Such Final Completion in respect of those parts of the Work, for which extended guarantee periods are stipulated elsewhere in the Contract Documents, shall be achieved at the end of such stipulated guarantee periods.

49. Taking over of the works

49.1. The Contractor shall be responsible to maintain all his works till completion of the Defects Liability Period and to handover the work to the Engineer-in-Charge. In this regards the works would be jointly inspected by a team comprising of representatives of Contractor and the Engineer-in-Charge, for noting any discrepancy, defect, shortcomings. Within the time period specified by the Engineer-in-Charge the Contractor shall rectify, correct or replace the defective works so noted during the joint inspection, at his own cost to the satisfaction of the Engineer-in-Charge. On acceptance of the Contractor's work, the contractor shall prepare the inventory of his works, and hand over the Work & the inventory to the Engineer-in-Charge.

49.2. During carrying out the rectification, correction or replacement works as mentioned above the Contractor shall take all necessary precautions to safeguard the existing finishing and works of other Vendors against any damage. In case the works of other Vendors are damaged by the Contractor while undertaking the rectification / replacement work, the Contractor shall rectify / replace the works so damaged at his own cost to the satisfaction of the Engineer-in-Charge.

49.3. On failure of the contractor to rectify, correct or replace the defective works or on undue delay on part of the contractor for the same, the Engineer-in-Charge shall be at liberty to undertake the correction works by itself or through any Vendor at the Contractor's cost. All such costs including any incidentals thereof incurred by the Engineer-in-Charge shall be recovered from the Contractor's payments or from any amounts due to the Contractor.

49.4. Taking over of the works prior to completion of the Defects Liability Period by the Engineer-in-Charge shall not discharge the contractor of his responsibilities for the balance Defects Liability Period and the Defects Liability Period shall remain in force till completion of Defects Liability Period.

49.5. On removal of all the defects, handing over to the Engineer-in-Charge and successful completion of the Defects Liability Period by the Contractor, the Engineer-in-Charge shall issue the Final Completion

Certificate to the contractor and the Defects Liability Period shall deemed to be complete.

50. Force majeure

50.1. Force Majeure is herein defined as any cause which is beyond the control of the Contractor or the Employer as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- a. Natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics;
- b. Acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

50.2. Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

- a. The contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of the occurrence and cessation of such force majeure condition.
- b. For delays arising out of Force Majeure, the contractor will not claim extension in completion date for a period exceeding the period of delay attributable to causes of Force Majeure and neither Employer nor the Contractor shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist.
- c. If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of the bid he will categorically specify them in the bid and state whether they have been taken into consideration in their bids.

50.3. The Contractor or the Employer shall not be liable for delays in performing his obligations resulting from any force Majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor's performance of his obligations has been delayed for other causes.

51. Intellectual property rights:

51.1. All communications, whether written or oral, including but not limited to this Contract, its Annexure, Drawings, data sheets, Specifications, bills of material, sketches, calculations, designs and all other materials shall be treated as confidential and shall be the exclusive property of the Employer unless otherwise agreed in writing and must be given to the Employer upon request, but in any event all

such materials shall be delivered to the Engineer-in-Charge upon termination/expiry of this Contract.

51.2. The Contractor agrees that it and its employees, agents, Sub-Contractors and consultants shall not (without the prior written consent of the Employer) during the term of this Contract or thereafter, disclose, make commercial or other use of, give or sell to any person, firm or corporation, any information received directly or indirectly from the Engineer-in-Charge or acquired or developed in the course of the Work, Project or this Contract, including by way of example only, ideas, inventions, methods, designs, formulae, systems, improvements, prices, discounts, business affairs, trade secrets, products, product specifications, manufacturing processes, data and know-how and technical information of any kind whatsoever unless such information has been publicly disclosed by authorised officials of the Employer. The Contractor agrees that prior to assigning any employee or agent or hiring any Sub -Contractor or consultant to work on this Project, such employee, agent, Sub-Contractor or consultant shall be required to execute a document containing in substance and form, a confidentiality provision similar to this provision.

51.3. The Contractor shall not, without the Engineer-in-Charge's prior consent:

- a. Take any photographs or videos of the Project (or any part thereof) for use otherwise than in connection with carrying out and completion of the Project;
- b. Write for publication, or cause, information or comment or pictures about the Project;
- c. Supply to any third person such as actual and prospective clients, contractors, publishers, other interested parties and the like, the designs and any articles or information relating to the Project; and
- d. Give interviews to the press including television, radio print and the like regarding the Project or the Contractor's involvement in the Work.

51.4. Notwithstanding the foregoing, this provision shall not limit the obligation of the Contractor to take photographs and/or videos on a regular basis for the purpose of providing the progress reports and other communications with the Engineer/Employer.

51.5. The Contractor, Sub-Contractors and their respective employees, representatives, agents, servants, workmen and suppliers shall not, during or after the termination/expiry of this Contract, disclose any information pertaining to this Contract or the Project to any person without the prior written consent of the Engineer-in-Charge except when called upon to do so by a valid and lawful direction or order of a statutory or Government authority or an order of a court of law or where

any of the parties require production of this document and related information for establishing their respective legal rights.

52. Governing law:

52.1. The governing Law of the Contract shall be Indian law.

53. Standards of conduct:

53.1. The Contractor, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures and control, including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of the Employer / Engineer-in-Charge. The Employer / Engineer-in-Charge will in no event reimburse the Contractor for any costs incurred for purposes inconsistent with such policies.

53.2. Compliance with Laws, Rules and Regulations: Contractor represents, warrants, certificates and covenants that in connection with performance under this contract that:

- a. It shall, and the Work to be provided hereunder shall, comply with all applicable Local, National, and Central Laws, rules and regulations, including but not limited to those governing building constructions, environmental, safety of persons and property, Employee State Insurance, workmen compensation, Provident Fund and applicable industrial/labour laws, and land development laws, rules and regulations.
- b. No services provided hereunder will be produced using forced, indentured or convict labour or using the labour of persons in violation of the minimum working age law in the country where the Work are rendered;
- c. It shall comply with all laws regarding improper or illegal payments, gifts or gratuities; and Contractor agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with this Contract;
- d. It has not paid or provided and shall not pay, any gratuity for the benefit of any agent, representative or employee of the Employer other than in accordance with the Employer's applicable policies; and
- e. It has not, and shall not, engage in any sharing or exchange of prices, costs or other competitive information or take any other collusive conduct with any third party supplier or bidder in connection with the preparation or submission of any bid or

proposal to the Engineer-in-Charge or the negotiation of this Contract.

- f. It will also comply with all rules and regulations of the Employer which may be in effect at the Facility site regarding employment, passes, badges, smoking, fire prevention, safety and conduct or property. On behalf of the Engineer-in-Charge, Contractor shall request and monitor that such is observed by any Contractor, subcontractors, vendors and each of their employees.

54. Warranty as to documents submitted to Employer audit:

- 54.1. The Contractor represents that all documents, including invoice, vouchers, financials to settlements, billings and other reports submitted or to be submitted by the Contractor to the Engineer-in-Charge in support of an application payment are true, correct, complete and accurate in all respects. Upon request of the Engineer-in-Charge, the Contractor agrees to cooperate fully with the Engineer-in-Charge in the conduct of a billing and technical audit by an independent agency for the Work. The Contractor accepts that the contract / work shall be subject to the technical audit by an independent technical auditor appointed by the Employer to audit the quality and quantities of the works done by the contractor, and agrees to render all necessary assistance to such agencies / professionals, whose reports / assessments shall be final and binding. Contractor shall fulfil the requirements as per the auditors assessments at his own cost within the time stipulated by the Engineer-in-Charge.

55. Changes in Contractor's constitution:

- 55.1. Where the contractor is a Partnership, prior approval in writing shall be obtained from the Engineer-in-Charge before any change is made in the Constitution of the partnership.
- 55.2. Where the Contractor is an individual or a Hindu Undivided Family business, such written approval from the Engineer-in-Charge shall likewise be obtained before Contractor enters into any partnership agreement in which the partnership would have the right to carry out the work previously to be undertaken by the Contractor.
- 55.3. If such written prior approval is not obtained by the Contractor, appropriate action shall be taken by the Engineer-in charge as per the contract terms and conditions.

56. Grounds for withholding payments:

- 56.1. The Engineer-in-Charge may withhold the whole or part of any compensation due to the Contractor to the extent necessary to protect the Employer from any loss on account of any breach of Contractor's obligations under the Contract. When the cause for withholding is rectified, such amounts then due and owing shall be paid or credited to the Contractor.

CONTRACTOR'S SITE ORGANIZATION AND RESOURCES

57. Contractors representative and supervisory staff

57.1. The Contractor shall at his cost provide and ensure continued effective supervision of the Work with the help of the Contractors Representative, assisted by team of qualified, experienced and competent engineers, supervisors and adequate staff, to the satisfaction of the Engineer-in-Charge for the entire duration of the Work. The Contractor shall submit his proposed site organization chart for the approval of the Engineer-in-Charge. The Contractors Representative shall be on the Site at all times as the Work and the Project progresses and shall be responsible for carrying out the Work to the true meaning of the Drawings, Specifications, Conditions of Contract, Schedule of Rates, the other Contract Documents, and instructions and directions of the Engineer-in-Charge. The instructions and directions given in writing to the Contractor's Representative or to any of his assistants at the Site by the Engineer-in-Charge shall be deemed to have been given to the Contractor officially. Attention is called to the importance of the Contractor requesting written instruction from the Engineer-in-Charge before undertaking any Work where the Engineer-in-Charge's and/or Employer's direction or instructions are required. Any such Work done in advance of such instructions will be liable to be removed at the Contractor's expense and will not be paid for unless specifically approved in writing by the Engineer-in-Charge, as the case may be. All key staff employed at the Site by the Contractor shall be considered essential to the performance of the Work and the Project Co-ordination Services, and all key staff shall be subject to the approval of the Engineer-in-Charge. However such approval shall not relieve the Contractor of any of his Contractual obligations. No staff including the resident engineer and other technical supervisory staff shall be removed or transferred from the Work without the prior written permission of the Engineer-in-Charge. The Engineer-in-Charge shall, however, have the authority to order the removal from Site of any undesirable personnel. If key staff becomes unavailable for assignment to the Work or the Project Co-ordination Services for reasons beyond the Contractor's control, the Contractor shall immediately notify the Engineer-in-Charge to evaluate the impact on the project. Prior to substitution or addition of any key staff, the Contractor shall obtain the Engineer-in-Charge's written consent as to the acceptability of replacements or additions to such personnel. The Contractor shall at all times be fully responsible for the acts, omissions, defaults and neglect of all of his representatives, agents, servants, workmen and suppliers and those of his Sub-Contractors.

58. Man-power and plant and machinery

58.1. The Contractor shall at his own cost provide and install all equipment, materials, plant/machines. Provision of Passenger Lift, Batching Plant, Concrete Pumps, Cranes, and Material Hoists each of

adequate capacity, will be required in case of bulk concreting and fast construction. Other equipments like concrete mixers (weigh batchers in case of design mixes), ladders, and scaffolding etc, necessary for the execution of the Work in conformity with the Contract Documents and to the satisfaction of the Engineer-in-Charge will also be provided by the contractor at his own cost in adequate quantity. All machines, tools, trucks, formwork material, man-power and everything else necessary for the proper and satisfactory execution and completion of the Work in accordance with the Contract Documents shall be provided by the Contractor at his own cost. The pre-qualification approval of the list of equipments however shall not relieve the Contractor of any of his responsibilities, obligations and liabilities under the Contract. The Contractor shall augment his manpower, plant and machinery without extra cost to the Engineer-in-Charge whenever required or so directed by the Engineer-in-Charge in order to conform to the approved construction programme for the achievement of milestones and Virtual Completion. The batching plant shall be computerised (Microprocessor based) with printing facility so as to keep the printed out-put for each batch of concrete mix and for each component (stone aggregates, sand, cement, fly ash, water, plasticiser & any other concrete admixture) for each batch of design mix concrete.

59. Contractor store, site offices and other facilities

59.1. Contractor has inspected the site and has made his own assessment towards the availability of space at site for his stores, yards, offices, placement of batching plant, steel & shuttering yards, cranes, material hoists and other facilities. A mutually determined area within the constraints of the Site will be allowed to the Contractor free of cost for the purpose of storing his tools, plant, materials, Site office, cement godown, canteen, plant & machinery etc. In case contractor is not able to accommodate his facilities within the site, or in the opinion of the Engineer-in-Charge contractors facilities are to be removed or relocated in the interest of the progress of work (contractors and / or any other agencies / vendors) the contractor shall make his own arrangements elsewhere outside the site at his own cost for the same. Water tank for the purpose of construction, Site offices, toilets, workshops and storage sheds etc. shall be built by the Contractor at the Contractors cost. Water tank/s constructed for the purpose of construction should be of such dimensions as to provide storage for at least two days consumption. Site offices shall be of such dimensions to accommodate the Contractors own office. A separate sanitary facility shall be provided and maintained for, Engineers and workers. The same shall be cleared after construction period. The Contractor shall remove all the temporary construction constructed by him at the Site for the purpose of completing the Work after the Project is completed. Costs of all such facilities including construction & removal shall be borne by the Contractor. Construction of labour hutments will be allowed inside on the Site, if required only

upon the written assurance of the contractor that he shall indemnify the Employer, Client, Consultant and others from any issues arising out of such provision of labour hutments both social and legal. The Contractor shall at his own cost make all arrangements for space, lodging, transportation etc. for the labour.

60. Security

60.1. The Contractor shall at his cost provide at all times adequate number of watchmen to guard the Site, materials and equipment, to the satisfaction of the Engineer-in-Charge. The Contractor shall at all times be fully responsible for the security of all materials and equipment on the Site, whether his own or those of any Sub-Contractor. Employer / Engineer-in-Charge shall not be responsible for any loss due to theft, fire, accident or any other reasons, whatsoever.

61. Telephone / Communication/Other services

61.1. The contractor shall make his own arrangement for the telephones and communication at site with information to the Engineer-in-Charge.

62. Sanitary Convenience:

62.1. The Contractor shall at his expense provide and erect with prior permission and details to the Engineer-in-Charge all necessary sanitary conveniences including septic tank and soak pits at the Site for the staff and all workmen of his own, his Sub-Contractors, the Employer's Representative and the Engineer-in-Charge. The sanitary conveniences shall be strategically located around the Site to provide ready access to all site operatives and employees. The Contractor shall maintain such convenience in a clean, hygienic, orderly condition and shall clean, disinfect and deodorize the ground after their removal, and meet all statutory requirements.

63. Scaffolding, staging, guard rails, barricades:

63.1. The Contractor shall at his cost provide steel scaffolding, staging, guard rails, barricades and safety barriers around all excavations, openings and at all edges, temporary stairs and other temporary measures required during construction. The supports for the scaffolding, staging guard rails, barricades and safety barriers and temporary stairs shall be strong, adequate for the particular situations, tied together with horizontal pieces and braced properly. The temporary access to the various parts of the building under construction shall be rigid and strong enough to avoid any chance of mishaps. The entire scaffolding arrangement together with the staging, guard rails, barricades and safety barriers, and temporary stairs shall be to the approval of the Engineer-in-Charge which approval however shall not relieve the Contractor of any of his responsibilities, obligations and liabilities for safety and for timely completion of the Work. The use of wooden scaffolding on the Site is strictly forbidden.

64. Temporary Roads:

64.1. The Contractor shall at his cost construct and maintain temporary roads/access ways to suit Site requirements at locations mutually agreed with the Engineer-in-Charge. Such roads/access ways will also be used by other Contractors/vendors/Officials working at the Site.

65. Safety Equipment & Personnel:

65.1. The Contractor shall provide sufficient helmets, safety boots/shoes, nets and protective clothing for use by the Project management team, his own staff and staff of its sub-contractors. The Contractor shall make available at all times when work is being undertaken, a vehicle suitable for the emergency evacuation of personnel from the site to a hospital staffed and equipped to receive injured personnel.

66. Temporary Lighting:

66.1. The Contractor shall make his own arrangement in respect of the provision of adequate lighting at all places where adequate visibility is not there or at night works and also provide general lighting of site as a whole in a proper safe and satisfactory manner.

67. Protection of Environment:

67.1. The Contractor understands that the Site is free from pollutants at the time of access to the Site and commencement of the Work. The Contractor shall comply with all applicable environmental laws and regulations and shall ensure that the Site is and remains free from pollutants at the end of the Project. The Contractor shall ensure inter-alia, that neither the soil nor the ground water is polluted or contaminated by fuels or lubricants emitted by machinery operated on the Site or by other dangerous or poisonous substances which are or are deemed to be hazardous to the environment. Notwithstanding the above, the Contractor shall comply with all the directions and decisions of the Engineer-in-Charge in this regard.

68. First Aid Facilities:

68.1. The Contractor shall provide adequate first aid facilities at site.

69. Labour regulations:

69.1. The Contractor shall be wholly and solely responsible for full compliance with the provisions under all labour laws and /or regulations such as Payment of Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act-1923, Employees State Insurance Act-1948, Employees Provident Fund Act-1952, Industrial Disputes Act-1947, the Maternity Benefit Act-1961, the Contract Labour (Regulation and Abolition) Act-1970 and the Factories Act-1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time. The Contractor shall assume liability and shall indemnify the Employer and Engineer-in-Charge from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the Contract. Insurance cover towards the above shall

be effected by the Contractor as called for in Clause 4.13. In general, in respect of all labour directly or indirectly employed in the Work for the performance of Contractor's part of the Contract, the Contractor shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers. The Contractor shall at his own cost obtain a valid licence for himself and the Employer / Principal Employer under the Contract Labour (R & A) Act 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 and under any other applicable rules before the commencement of the Work and continue to have a valid licences until the completion of the Work.

- 69.2. Payment of wages: The Contractor shall pay to labour employed by him either directly or through Sub-Contractors wages not less than fair wages as defined in the relevant Central / Local Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour Regulation and Abolition of Central Rules 1971, wherever applicable. He shall also abide by the minimum wages and other regulations applicable to the labour engaged in the Work, as laid down by the concerned Central / local authorities (State, District or other local Authorities). In case the contractor fails to pay fare wages as required by the authorities then the Employer/ Engineer-in-Charge shall be entitled to do so and receives such amounts including associated cost incurred by them in doing so from the contractor.
- 69.3. Model Rules: The Contractor shall at his own expense comply with or cause to be complied with, Model Rules for labour welfare framed by Government or other local bodies from time to time for the protection of health and for making sanitary arrangements, Malaria control, etc. for workers employed directly or indirectly on the Work and in the workers hutment area. In case the Contractor fails to make arrangements as aforesaid, the Employer shall be entitled to do so and recover the cost thereof from the Contractor.
- 69.4. Safety Codes: In respect of all labour, directly or indirectly employed on the Work for the performance and execution of the Contractor's Work under the Contract, the Contractor shall at his own expense arrange for all the safety provisions as listed in (i) Safety codes of Central Public Works Department and Bureau of Indian Standards, (ii) The Electricity Act, (iii) The Mines Act, and Regulations, (iv) Regulations of employment & conditions of service Act 1996, Rules and Orders made there under and such other acts as applicable. Precautions as stated in the safety clauses are of minimum necessity and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the Contractor of his liability in case of loss or damage to property or injury to any person including but not limited to the Contractor's labour, the Employer's, Consultant's, Employer's Representative's and Engineer-in-Charge's

representatives or any member of the public or resulting in the death of any of these. Protective gear such as safety helmets, boots, belts, gloves, spectacles, nets, fire extinguishers etc. shall be provided by the Contractor at his own cost to all his manpower at the Site. The Contractor shall impose such requirements on all Sub-Contractors and Vendors also. It shall be the responsibility of the Contractor to ensure that such protective gear is worn at all times by all personnel working at the Site during the term of the Project. The Employer, Engineer-in-Charge and Employers Representative shall each have the right to stop any person not wearing such protective gear from working on the Site.

- 69.5. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled (but not obliged) to do so and recover the costs thereof from the Contractor. The decision of the Engineer-in-Charge in this regard shall be final and binding on the Contractor.

70. Safety/Site Conditions:

- 70.1. The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and ensure that the methods of carrying out the Work and the Project by the Contractor including his workmen, employees, Sub-Contractors and Vendors meet all the necessary safety standards and requirements. In order to fulfil this obligation the Contractor shall appoint a permanent, full time and suitably qualified safety officer for the Site, who shall be responsible for incorporation, implementation and enforcement of all safety measures and requirements for maintaining safe working conditions, safety of manpower and equipment, general safety and security of Site as per the various safety codes and stipulations mentioned in contract documents. The Contractor shall provide Id-Cards (Identity Cards) to each of his worker with designated number & colour only of the card as directed by the Engineer-in-Charge.
- 70.2. The Contractor has full responsibility for maintaining the Site in good and clean condition and removing all trash and debris on a daily basis to the satisfaction of the Engineer-in-Charge. The Contractor is responsible for providing adequate sanitary facilities and maintaining them in a clean and healthy condition. If the Contractor fails to comply with the above the Engineer-in-Charge will have the authority to get the same cleaned by an external agency and debit the expenses incurred on the same to the Contractors account; but without being under any legal obligation to do so.
- 70.3. If, by reason of any accident, or failure, or other event occurring to, in, or in connection with the Project, or any part thereof, either during the execution of the Work, or during the Defects Liability Period, any remedial or other work is, in the opinion of Employers Representative or the Engineer-in-Charge urgently necessary for the implementation of the safety programme of the Project by the Contractor and the Contractor is unable or unwilling at once to do such work, the Engineer-in-Charge

shall be entitled to employ and pay other persons to carry out such work as the Engineer-in-Charge may consider necessary. If the work or repair so done by the Engineer-in-Charge is work which, in the opinion of the Engineer-in-Charge, the Contractor is liable to do at its own cost, then all costs consequent thereon or incidental thereto shall be recoverable from the Contractor and may be deducted by the Engineer-in-Charge from any of the Security Deposit and any moneys due or to become due to the Contractor and the Engineer-in-Charge shall notify the Contractor accordingly, provided that the Engineer-in-Charge shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof. The Contractor shall ensure that all operations by the Contractor, his workmen, employees, Sub-Contractors to complete the Project and the remedying of any defects therein shall, so far as compliance with the requirements of this Agreement permit, be carried on so as not to interfere unnecessarily or improperly with:

- a) The convenience of the public, or
- b) The access to, use and occupation of public or private roads, railways and footpaths to or of properties whether in the possession of Employer/Engineer-in-Charge or of any other person.
- c) The Employers /Engineer-in-Charge's operation and utilization of the facility at the Site; and
- d) The Work of Vendors/other contractors.

70.4. If any hazardous or obnoxious materials (as defined by Indian law) are specified for use or are being used by Sub-Contractors or Vendors, the Contractor shall keep record of such material and forthwith give written notice to the Engineer-in-Charge and shall ensure that the Sub-Contractors and Vendors, as applicable, use, store and dispose of such hazardous or obnoxious materials strictly in accordance with all applicable laws.

70.5. Additional Safety Regulations: The Contractor shall continuously maintain adequate protection for the Work against fire and other hazards and shall protect the Employers /Engineer-in-Charges property from damage or loss during the performance of this Contract. The Contractor also shall adequately protect property adjacent to the Work. The Contractor shall take all necessary precautions for the safety of its employees, Subcontractors and the Vendors performing the Work and later phases of the Project and shall comply with all applicable safety laws and regulations to prevent accidents or injury to persons on, about, or adjacent to the Site. The Contractor shall be responsible for co-ordinating a safe working programme with the Engineer-in-Charge. Such a programme shall include, and the Contractor shall be responsible for maintaining, the following safe working conditions and practices:

- a) All combustible material, food matter, garbage, scrap, and other debris generated during the performance of the Work

shall be collected and removed from the Site on daily basis. Arrangements for scrap burning should be discussed with Engineer-in-Charge.

- b) An adequate number and type of fire extinguishers and sand buckets shall be provided at the Site for fire control and shall be kept/maintained in satisfactory and effective working condition, at all times.
- c) The Contractor and its employees, labourers and subcontractors shall strictly obey all "No Smoking" restrictions.
- d) The Contractor shall not operate or use or manipulate utilities already established at the Site without the Engineer-in-Charge's prior written approval.

70.6. Safety with regard to site and housekeeping:- The contractor shall depute a dedicated team of adequate number of worker under the responsibility of the Safety In-charge for carrying out the safety and housekeeping work at site on daily basis. Following shall be ensured by the Contractor and his safety & housekeeping team:

- a) The use of intoxicants or unlawful drugs at the Site, in any degree, shall be strictly prohibited. The Contractor shall rigorously enforce this regulation.
- b) When overhead work is in progress in or around an occupied area, signs to denote such work prominently displaying "Overhead Work" shall be used and a barricade shall protect the area. Safety nets and appropriate catchments provisions shall be provided at suitable levels so as not to allow any material to fall on the ground.
- c) Dusty work, such as concrete breaking or demolition, in or near occupied areas, shall proceed only after wetting down the area and taking steps necessary to prevent dust from penetrating occupied areas and creating a nuisance.
- d) Care shall be taken not to block any door, passageway, and safety exit, fire fighting equipment, or safety equipment with materials or equipment.
- e) Materials must be piled, stacked, or stored in a neat and orderly manner. All stacking in the site, whether inside or outside a building, shall be parallel to or at right angles to the building line or fence. The stacking of materials shall be organised on daily basis.
- f) When noisy operations of a prolonged nature are necessary in or near an occupied area, arrangements must be made with the Engineer-in-Charge for scheduling to minimize any nuisance in the occupied area.
- g) All critical and dangerous locations / areas at site shall be marked with caution signs, indications and directions in the

form of well designed and uniform signage, the design of signage shall be approved by the Engineer-in-Charge.

70.7. If the Engineer-in-Charge notifies the Contractor of non-compliance with all or any of the foregoing regulations, the Contractor shall immediately, if so directed, or in any event not more than eighteen (18) hours after receipt of such notice, make all reasonable efforts to correct such non-compliance. If the Contractor fails to do so, the Engineer-in-Charge may suspend all or any part of the Work. When the Contractor has undertaken satisfactory corrective action, Engineer-in-Charge shall lift the suspension of the Work. The Contractor shall not claim any extension of time to complete the Work or additional fees due to any such work suspension.

70.8. Notwithstanding anything herein before contained, the Contractor shall be liable to ensure and implement all safety measures, whether or not statutorily prescribed, to safeguard, preserve and protect the life, health and welfare of every workman employed/deployed/engaged directly or indirectly by the Contractor on the Site and in relation to or connected with the Work and all Vendors employed in later phases of the Project in addition to installing, providing every prescribed safety and protective equipment, clothing etc., and the mere absence of any reference to or specification of a particular statute or rule or regulation in this Contract shall not absolve the Contractor of an obligation to comply with every such law, rule or regulation. The obligations stipulated shall not in any manner be deemed to limit or restrict any obligation or duty that any law, rule or regulation may otherwise impose upon the Contractor. The Contractor shall be liable for all consequences/liabilities arising out of his violating any of the aforesaid provisions, including fines, penalties, compensations, damages, prosecutions, proceedings, medical expenditure and costs, rehabilitation costs and all other expenses connected therewith.

71. Child Labour:

71.1. The Contractor shall not employ any labour less than 18(eighteen) years of age on the job. If female labour is engaged, the Contractor shall make necessary provisions at his own expense for safeguarding and care of their children and keeping them clear of the Site. No children shall be permitted on the Site.

72. Contribution towards workers/employee benefits, funds etc

72.1. The Contractor shall include in the Contract Price all expenses necessary to meet his obligations for making contributions toward employee benefits funds (Such as provident fund, Employees State Insurance benefits, ESI, old age pension and/or any other benefits/compensation legally payable) in compliance with all the statutory regulations and requirements. All records in this connection shall be properly maintained by the Contractor and produced for scrutiny by the concerned authorities and the Engineer-in-Charge and the Employer whenever called for.

72.2. Employees State Insurance Scheme (ESI): The Contractor shall be liable to pay his contribution and Employees contribution to the State Insurance Scheme in respect of all labour employed by him or for the execution of the contract in accordance with the provision of "The Employees State Insurance Act, 1948" as amended from time to time.

72.3. Employees Provident Fund (EPF): The Contractor shall obtain prescribed recommendations from the Regional Provident Funds Commissioner under the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and shall cause provident fund contribution from all eligible employees and Contractor's contribution to be deposited regularly with the prescribed authority and in token of which shall submit every month necessary receipts/ documentary evidence as may be required by the Engineer-in-Charge. The contractor shall also provide its Provident Fund registration number/ certificate to Engineer-in-Charge. In case the contractor fails to comply with above provisions as required by the authorities then the Engineer-in-Charge shall be entitled to do so and recover such amounts including the associated costs incurred by them in doing so, from the contractor. The Contractor must fully satisfy himself as to these points and allow coverage for the same in the rates while giving his tender. Nothing extra shall be paid on these accounts.

73. Setting out and site surveys

73.1. The Contractor shall establish, maintain and assume responsibility for all bench marks and grid lines, and all other levels, lines, dimensions and grades that are necessary for the execution of the Work, in conformity with the Contract Documents. The Contractor shall establish his relation to the permanent benchmarks and boundary lines established at the Site. The Contractor shall verify and co-relate all the survey data available at the Site before commencing the Work and shall immediately report in writing any errors or inconsistencies to the Engineer-in-charge. Commencement of Work by the Contractor shall be regarded as his acceptance of the correctness of all survey and setting out data available at the Site and no claims shall be entertained or allowed in respect of any errors or discrepancies found at a later date. If at any time error in this regard appears during his progress of the Work, the Contractor shall at his own expense rectify such error to the satisfaction of the Engineer-in-charge. The approval by the Engineer-in-Charge of the setting out by the Contractor shall not relieve the Contractor from any of his responsibilities, obligations, and liabilities under the Contract.

73.2. The Contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignment for all levels and dimensions and for the correctness of every part of the Work, and he shall rectify effectively any errors or imperfections therein. All such rectifications shall be carried out by the Contractor at his own cost and to the instructions and satisfaction of the Engineer-in-Charge

73.3. The Contractor shall employ qualified surveyors to carry out all the surveys and setting out works.

74. Drawings, specifications, interpretations etc

74.1. For guidance of the contractor, Architectural, Structural and Finishing drawings which are available with the tender is to be used. These drawings are broadly indicative of the work to be carried out. These drawings are not the "Construction Drawings" and details indicated there in are for guidance only and are liable to be modified by the Engineer-in-Charge during course of actual construction. No claim what so ever shall be admissible on account of changes that may be introduced later by the Engineer-in-Charge.

74.2. In general, the Drawings shall indicate the dimensions, positions and type of construction, the Specifications shall stipulate the quality and the methods and performance criteria, and the Schedule of Rates shall indicate the rates for each item of work for evaluating change orders. However, the above Contract Documents being complementary, what is called for by any one shall be binding as if called for by all. Wherever there is a discrepancy between drawings and specifications, the drawings shall be followed. In interpreting the specifications, the following order of decreasing importance shall be followed:

- i. Bill of Quantities
- ii. Technical Specifications
- iii. Drawing

74.3. Matters not contained in the specifications and in case of any ambiguities in written specifications of the contract, the works shall be executed as per relevant Bureau of Indian Standards codes and Central Public Works Department specifications in that order of preference. If such codes have not been framed, the decision of the Engineer-in-charge shall be final. Any work indicated on the Drawings and not mentioned in the Specifications or vice versa, shall be deemed as though fully set forth in each. Work not specifically detailed, called for, marked or specified shall be the same as similar parts that are detailed, marked or specified. From time to time during the progress of the Work, the Contractor will be issued with revisions of Drawings and written instructions by the Engineer-in-Charge in connection with and necessary for the proper execution and completion of the Work. All such revisions of Drawings and written instructions shall be part of the Contract Documents and the Contractor shall be bound to carry out the work that is shown and detailed on all such Drawings and shall be bound to follow and comply with all such instructions.

74.4. It shall be the responsibility of the Contractor to ascertain and ensure that all the Work is carried out in accordance with the latest revisions of the Drawings issued to him. Should the Contractor fail to do

this, all the rectifications and remedial work that may be required to conform to the latest revisions of the Drawings shall be at the Contractor's expense.

74.5. Wherever it is mentioned in the Conditions of Contract, Specifications, and other Contract Documents that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his own cost, unless otherwise provided in the Documents.

74.6. No deviations shall be made by the Contractor, in the execution of the Work from the Drawings, Specifications, and other Contract Documents. Only the Engineer-in-Charge shall issue interpretations and clarifications.

74.7. The Contractor shall immediately in writing bring any errors or inconsistencies in the Drawings and Specifications to the attention of the Engineer-in-Charge for interpretation or correction before proceeding with the affected portion of the Work, and no claims or losses alleged to have been caused by such discrepancies shall be entertained or allowed at any stage. Local conditions, which may affect the Work, shall likewise be brought to the Engineer-in-Charge's attention at once. If at any time it is discovered that work, which has been done or is being done is not in accordance with the approved Drawings and Specifications, the Contractor shall correct the work immediately. Correction of such work shall be at the expense of the Contractor and shall not form a basis for any claims for payment or extension of time. The Contractor shall carry out all the rectification work only after obtaining approval for the same from the Engineer-in-Charge.

74.8. No scaling of any Drawing shall be done to obtain the dimensions. Figured dimensions on the Drawings shall be used for carrying out the Work. Drawings with large-scale details shall take precedence over small scale Drawings. Where any Drawings and details have not been provided but are necessary for the execution of the Work, it shall be the responsibility of the Contractor to seek these drawings and details in writing from the Engineer-in-Charge at least four weeks prior to the latest date by which the Contractor needs these drawings and details to suit the programmed execution of the Work. No extension of time shall be allowed for any delays caused due to the Contractor's failure to seek such details.

74.9. Drawings, Schedule of Rates, Specifications, and other Contract Documents, and all copies thereof furnished by the Engineer-in-Charge shall become the Employer's property. They shall not be used on any other work and shall be returned to the Employer at his request or at the completion of the Contract.

75. Overtime work

75.1. If it is necessary for the Contractor or any Sub-Contractor to work on other than working days or outside the normal working hours in order to keep up to the time schedule and meet the Construction

Programme, the Contractor shall obtain the prior approval of the Engineer-in-Charge in writing, which approval shall not be unreasonably withheld. The additional cost of wages and any other costs incurred as a result of overtime or any shift work (except supervision expenses incurred by the Engineer-in-Charge) shall be borne by the Contractor.

75.2. Where work is being carried out in or around an operating plant / office or occupied building / premises and is liable to cause disturbance or interruption in working of the Plant / Office or inconvenience to the occupants of the premises, the Contractor shall work only at specified places and times as mutually arranged between the Contractor and the Engineer-in-Charge so as not to cause any disturbance. Due to this the Contractor may be required to work during off-hours, Sundays and holidays. The Contractor shall not be entitled for any extra payment for doing work in the manner described above.

76. Materials, workmanship, storage, inspections etc

76.1. Employer Supplied Material

- a) The Employer will not supply any material. Sole responsibility rests with the contractor for procurement of all other materials required for completion of work within the stipulated time.
- b) Materials specified as to be issued by the Employer, if any, will be supplied to the Contractor by the Employer from his stores or the dealer or the dealers warehouse or railway siding or from any other specified place.
- c) It shall be the responsibility of the contractor to take delivery of the materials and arrange for its loading, transport and unloading at the site of work, at his own cost. The materials shall be issued during working hours only.
- d) The Contractor shall bear all incidental charges for the storage and safe custody of materials as directed by the Engineer-in-Charge, at site after these have been issued to him.
- e) The materials shall be issued in standard sizes as obtained from the manufacturers.
- f) It shall be the duty of the contractor to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered, it shall be the responsibility of the Contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by the contractor at his own cost, according to the directions of the Engineer-in-Charge.
- g) The Employer shall not be liable for delay in supply or non-supply of any materials, if any, which he has undertaken to

supply where such failure or delay is due to natural calamities, transport and procurement difficulties and any circumstances beyond the control of the Employer. In no case, shall the Contractor be entitled to claim any compensation or loss suffered by him on this account.

- h) It shall be the responsibility of the Contractor to arrange in time all the materials required for the works. If, however, in the opinion of the Engineer-in-Charge / Employer, the execution of the work is likely to be delayed due to the Contractor's inability to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge / Employer shall have the right, at his own discretion to arrange for issue of such materials from the market or elsewhere and the Contractor will be bound to take such materials at the rate decided by the Employer. This however, does not in any way absolve the Contractor from responsibility of making arrangements for the supply of such material in part or full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the work.
- i) The Contractor shall, if desired by the Engineer-in-Charge / Employer, be required to execute an indemnity bond in the prescribed form for safe custody and accounting of all materials issued by the Employer.
- j) A day to day account of the materials issued by the Employer shall be maintained by the Contractor, indicating the daily receipt, consumption and balance in hand, in a manner prescribed by the Engineer-in-Charge.
- k) The Contractor shall see that only the required quantities of materials are got issued. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to a place as directed by the Project Manger.
- l) Materials supplied by the Employer, if any, shall not be used for any other purpose other than that issued for.

76.2. Contractor Supplied material

- a) All the materials including reinforcement steel & cement shall be procured by the contractor. Quoted rate to include labour, basic cost of material, cost of accessories, taxes, payment to suppliers, transportation, handling, storage, safety, wastage, accounting and reconciliation and to provide Form -C & 38 and any other documents/formalities for purchase of materials, cost of electricity, water, WCT, VAT and Contractor's overheads and profits etc.

- b) In case the Contractor fails / refuses to procure and provide any material, the Engineer-in-Charge in the interest of the work may resort to procure and provide such materials at the risk and cost of the Contractor. Under such circumstances a procurement charge @ 15% of the respective item rates shall be imposed on the Contractor and recovered from his bills / any outstanding payments. Clause 4.59.1(b) shall mutatis mutandis apply to such materials.
- c) The materials shall be fully accounted for by the Contractor as required hereinafter. In accounting for the materials with allowances to cover all wastages and losses that may have been incurred in the process of handling, storing, cutting, fabrication, fixing and installing. The contractor shall submit statement of account and reconciliation of material lying in Contractor's stores along with each Running Account Bill and consolidated statement of reconciliation along with Final Bill.
- d) The Contractor shall, at all times when requested, satisfy the Engineer-in-Charge by the production of records or books or submissions of returns that the materials are being used for the purpose for which they are procured and the Contractor shall at all times keep the records updated to enable the Engineer-in-Charge to apply such checks as he may desire to impose. The Contractor shall, at all times, permit the Engineer-in-Charge to inspect his godown. The Contractor shall not, without prior written permission of the Engineer-in-Charge, utilise or dispose of the materials for any purpose other than intended in the Contract.

76.3. Materials and workmanship:

- a) The Contractor shall be responsible for the establishment of a full and comprehensive quality control system for the Work. The system shall include, but not be limited to, the means of controlling the testing and receipt of materials, the inspection of the Work, the filing and ordering of drawings and correspondence and the duties and responsibilities of staff members.
- b) All materials and equipment to be incorporated in the Work shall be new. The materials, equipment, and workmanship shall be of the best quality of the specified type, in conformity with Contract Documents and the best engineering and construction practices, and to the complete satisfaction of the Engineer-in-Charge. This requirement shall be strictly enforced at all times and stages of the Work and no request for change whatsoever shall be entertained on the grounds of anything to the contrary being the prevailing practice. The Contractor shall immediately remove from the Work any

materials, equipment and/or workmanship which, in the opinion of the Engineer-in-Charge, are defective or unsuitable or not in conformity with the Contract Documents and best engineering and construction practices, and the Contractor shall replace such rejected materials, equipment and/or workmanship with proper, specified, required and approved materials, equipment and/or workmanship, all at his own cost within a period of seven (7) days from the date of issuance of such notice.

- c) The Contractor shall, whenever required to do so by the Engineer-in-Charge, immediately submit satisfactory evidence and necessary test results as to the kind and quality of the materials and equipment.

76.4. Special makes or brands:

- a) Where special makes or brands are called for, they are mentioned as a standard. Others of equivalent quality may be used provided that Engineer-in-Charge considers the substituted materials as being equivalent to the brand specified, and prior approval for the use of such substituted materials is obtained in writing from the Engineer-in-Charge.
- b) Unless substitutions are approved by the Engineer-in-Charge in writing in advance, no deviations from the Specifications and other Contract Documents shall be permitted, the Contractor shall indicate and submit written evidence of those materials or equipment called for in the Specifications and other Contract Documents that are not obtainable for incorporation in the Work within the time limit of the Contract. Failure to indicate this in writing will be deemed sufficient cause for denial of any request for an extension of time and /or additional cost because of such circumstances.
- c) Alternative equivalent brands if suggested by the Contractor during construction may be considered if approved brand is not available in market, provided the suggested brand fully meets the requirements and is acceptable to the Engineer-in-Charge.

76.5. Contractor shall be responsible for providing, at his own cost, proper and adequate security for all the materials and equipment stored at the Site so as to prevent any theft, pilferage etc., and the Contractor shall be responsible and liable for all the matters in connection with such security or the lack thereof. Where, after permission has been sought and obtained from the Engineer-in-Charge, any material or equipment is kept on any portion of the structure, this shall be done in such a manner as to prevent any overloading whatsoever of the structure, to the complete satisfaction of the Engineer-in-Charge. The cost associated with any damage to any portion of the structure in this respect shall be to the account of the Contractor and shall be borne by

him. Should delays be caused on account of removal and replacement of any materials or equipment or on account of any lack of security, the Contractor shall not be entitled to any extension of time or increase in the Contract Price. Wherever applicable the storage of materials shall be in accordance with the relevant Indian Standard Specifications. Reinforcement bars shall be stored diameter-wise over raised sleepers and protected from rain in suitable manner as approved by the Engineer-in-Charge. Similarly, structural steel sections shall also be stored in the yard in a proper orderly manner.

- 76.6. Certificates: The Contractor shall furnish, at his own cost, test certificates, calibration certificates for the various materials and equipment as called for by the Engineer-in-Charge. Such test certificates should be for the particular consignment/lot/piece as decided by the Engineer-in-Charge. The details in respect of the test and calibration certificates shall be as decided by the Engineer-in-Charge for the relevant items.

77. Construction programme and Site order book

77.1. Construction Programme:

77.1.1. The contractor should furnish an overall construction programme for the approval of the Engineer-in charge before the start of the works. The construction programme shall clearly show all the sequential activities of work required to be carried out from the commencement of the Work up to the Virtual Completion.

77.1.2. The construction programme shall be based on the required milestones as per the schedule of financial aspects.

77.1.3. Every month, or sooner if required by the Engineer-in-Charge, the approved programme charts shall be reviewed in relation to the actual progress of the Work, and shall be updated as necessary. If at any time it appears to the Engineer-in-Charge that the actual progress of the Work does not conform to the approved programme, the Contractor shall produce, at its expense and without reimbursement therefore, a revised programme showing the modifications to the approved programme and the additional input of resources by the Contractor necessary to ensure completion of the Work within the time stipulated for completion.

77.1.4. The submission to and approval by the Engineer-in-Charge of such programmes or the furnishing of such particulars shall not relieve the Contractor of any of his responsibilities, obligations and liabilities under the Contract.

- 77.2. Site Order Book – the contractor shall maintain the site order book for the day to day records of deficiencies / rectifications required etc.

77.3. Site Register:

77.3.1. The Contractor shall maintain a site register that records the name and time of arrival and departure, at Site, of any visitors.

77.3.2. Reason for Hindrance for delay of work with details like number of days etc. shall be recorded with the knowledge of the Engineer-in-

Charge/Employer which shall need to be produced during the consideration of pray for extension of time.

78. Protections of works:

78.1. The Contractor shall take full responsibility for the proper care and protection of the Work from commencement of work until completion and handing over of the Work to the Engineer-in-Charge at no additional cost. The Contractor shall protect and preserve the Work in every way from any damage, fire or accident, including by providing temporary roofs, boxing or other construction as required by the Engineer-in-Charge. This protection shall be provided for all property on the Site as well as adjacent to the Site. The Contractor shall adequately protect, to the satisfaction of the Engineer-in-Charge, all the items of finishing work to prevent any chipping, cracking, breaking of edges or any damage of any kind whatsoever and to prevent such work from getting marked or stained or dirty. Should the Contractor fail to protect the Work or any part thereof and should any damage be caused to the same, the Contractor shall be responsible for all replacement and rectification, as directed by the Engineer-in-Charge, and all costs and expenses in connection with such replacement and rectification shall be to the account of the Contractor and shall be borne by him.

78.2. The Contractor shall in connection with the Work provide and maintain at his own cost all lights, security guards, fencing and anything else necessary for the protection of the Work and for the safety of the public and everyone associated with the Work, all to the approval and satisfaction of the Engineer-in-Charge.

78.3. All operations necessary for the execution of the Work shall be carried out so as not to interfere with the convenience of the public, or with the traffic, or the access to, use and occupation of public or private roads and footpaths or of properties whether in the possession of the Employer or of any other person. The Contractor shall save harmless and indemnify the Employer & Engineer-in-Charge in respect of all claims, proceedings, damages, costs, charges, and expenses whatsoever arising out of or in relation to any such matters.

79. Cleaning of works and clearing of site:

79.1. The Contractor shall maintain the Site, adjoining areas within 20 meters all around site and all Work thereon in neat, clean and tidy-conditions at all times. The Contractor shall remove all rubbish and debris from the Site and adjoining areas on daily basis and as directed by the Engineer-in-Charge. Suitable steel skips shall be provided at strategic locations around the Site to receive waste and packaging materials.

79.2. Just prior to the Virtual Completion of the Work, or whenever so directed by the Engineer-in-Charge, the Contractor shall carry out all the work necessary to ensure that the Site & 20 meter area all around site is clear and the Work are clean in every respect, the surplus materials, debris, sheds and all other temporary structures are removed

from the Site, all plant and machinery of the Contractor are removed from site, the areas under floors are cleared of rubbish, the gutters and drains are cleared, the doors and sashes are eased, the locks and fastenings are oiled, all electrical, plumbing and other services are tested and commissioned, the keys are clearly labelled and handed to the Engineer-in-Charge, so that at the time of Virtual Completion the whole Site and the Work are left fit for immediate occupation and use, to the approval and satisfaction of the Engineer-in-Charge and the Employer.

- 79.3. Should the Contractor fail to comply with the cleaning requirements, whether progressively or before completion, or fail to clear the Site and 20 meter area all around site as directed and required, then the Engineer-in-Charge, after giving due notice in writing to the Contractor, shall have the right to employ other persons or agencies to carry out the cleaning and/or clearing work and all costs incurred on such work shall be recovered from the Contractor and shall be deducted by the Employer / Engineer-in-Charge from any money that may be payable or that may become payable to the Contractor.

Part III- SPECIAL CONDITIONS OF CONTRACT

1. General

- 1.1. The Special Conditions of Contract are an extension of and are to be read in conjunction with the General Conditions of Contract. Should there be any contradictory requirements in the two, the requirement as per the Special Conditions of Contract shall prevail.

2. Reference drawings

- 2.1. The Contractor shall maintain on site one set of all Drawings issued to him for reference.

3. Completion drawings(As Built) & Measurement books

- 3.1. On completion of the Work, the Contractor shall submit three (3) complete sets of drawings and marked up prints of "AS BUILT" drawings verified and approved by the Engineer-in-Charge. These drawings shall include and show all the changes / deviations made from the working drawings during the course of construction and also the other details as called for by the Engineer-in-Charge. During the execution of the Works a set of drawings shall be retained in the Contractors Site Offices for the exclusive purpose of recording changes made to the Work as the construction proceeds. The drawings shall be prepared on computer through AutoCAD Software and provided to the Engineer-in-Charge on CD. Along with the completion drawings the Contractor shall also prepare and submit to the Engineer-in-Charge all Measurement Books in the form of a bound books and a soft copy of the same. Measurement Books shall incorporate the standard measurements of the items as per the completion / as built drawings in modules finalized in consultation with the Engineer-in-Charge.

4. Testing of installations:

- 4.1. All water retaining structures and the basement shall be tested as specified for the waterproof qualities, in the presence of the Engineer-in-Charge. The Contractor shall also perform all such tests as may be necessary and required by the Engineer-in-Charge to ensure quality of the executed works and by local authorities to meet Municipal and other bye-laws, regulations in force. The Contractor shall provide all labour, equipment, and materials etc., required for the performance of the tests.

5. Quality assurance and Quality Control

- 5.1. The Contractor shall establish an effective quality control system at the Site and implement the same through an independent team consisting of qualified and experienced Engineers and technical personnel to enforce quality control on all items of the Work at all stages. Generally the following are to be noted regarding the quality control of the works in this contract.
- 5.2. Quality control of various items in this Work shall be governed by the provisions of Kerala PWD Quality Control (QC)Manual approved vide GO(Rt) No-1339/2015/PWD dated 10-9-2015 and PWD laboratory

Manual approved vide GO(Rt) No-1346/2015/PWD dated 11-9-2015 and published in the web portal of Kerala PWD.

- 5.3. The intending bidders are expected to familiarize with the contents of QC manual before participating in the bid.
- 5.4. Technical audit as envisaged in clause 2406 of the revised PWD Manual-2012 shall be carried out for this project. The contractor shall extend full cooperation to the agency entrusted with the technical audit.
- 5.5. The contractor shall extend full cooperation to the departmental officers of quality control wing for taking samples, curing and keeping them in safe custody whenever required. The contractor shall issue proper acknowledgement for samples so kept in his safe custody.
- 5.6. The bidder whose tender is finally approved is bound to post technical personnel who are well versed with quality control tests and other guidelines stipulated in the QC manual.
- 5.7. The selected bidder shall establish site laboratories with required facilities.
- 5.8. The contractor is responsible for ensuring quality of each item of work in this contract.
- 5.9. The contractor shall conduct first tier quality control tests for all items of work at the site laboratory/approved laboratory as per the procedure stipulated in the manual at his own expense.
- 5.10. The Contractor is bound to carry out rectification works at his own cost, if results obtained during quality control tests either in the first-tier or second-tier do not comply with the standards. He shall also carry out rectification works, if any pointed out during technical audit done after completion of work.
- 5.11. The decision of the Engineer-in-charge regarding compliance of test results and rectification works to be done shall be final and binding on the contractor.
- 5.12. Payment for works which are to be re-done or rectified will be made only after the Engineer-in charge, after inspection, certifies in writing that the rectifications have been done satisfactorily and the results of the tests conducted after the rectification comply with the specified values.
- 5.13. Third party testing shall be done in an independent approved laboratory, if there is dispute due to difference in the test results of first-tier and second-tier testing or if any manipulated results are suspected. In case, certain specific tests cannot be carried out with the facilities available in the Contractor's site laboratory or the Department laboratories, third party testing shall be resorted to.
- 5.14. Engineer in charge shall decide whether third party testing is required to settle a dispute. This decision will be final and binding on the Contractor.
- 5.15. Third party tests, if approved by the Engineer-in charge shall be arranged by the Contractor in an approved laboratory as directed by the Engineer-in-charge. It is desirable that the test shall be done in the

presence of the representatives of the Engineer-in charge and the Contractor to eliminate any further disputes. The expenses shall be met by the Contractor. The result obtained in the test shall be final and binding on both the Contractor and the Employer.

5.16. Wherever specified, the contractor shall also obtain manufacture's test certificate from the manufacturer/dealer and submit the same before executing the items listed in such certificates. Contractor shall be responsible for the genuineness of the Manufacturer's Test Certificate obtained and submitted by him.

5.17. The rate quoted by the bidder shall include all expenses for carrying out the first tier quality control tests. Expenses for third party tests as detailed in clause 7.4 of the introduction to QC Manual, if required, shall also be borne by the bidder/contractor selected.

6. Drilling, cutting etc.

6.1. All cutting and drilling of walls or other elements of the building or structure for the proper entry/installation of inserts, boxes, equipment, etc. shall be carried out using electrically operated tools only. Manual drilling, cutting, chiselling, etc. shall not be permitted. No structural member shall be cut or chased without the written permission of the Engineer-in-Charge. Cutting and drilling of structural members shall be carried out using vibration free diamond wire sawing and diamond drilling only with prior permission from the Engineer-in-Charge. The costs for procurement and using such equipment are deemed to be included in the Contract and no extra costs will be paid.

7. Approval by statutory bodies:

7.1. The Employer will handle commencement Certificate, No Objection Certificate and Occupation Certificate if applicable under this Contract. The contractor shall be responsible for providing required notices to authorities and to obtain and retain with him at his own cost all other approvals from the statutory bodies pertaining to works under this tender and temporary structures to be constructed at site or equipments to be erected, labour, Employee Insurance, Provident Funds, Tax Departments. etc and any other approval required to facilitate performance of Contractor's work under the Contract till completion. Refusal by statutory authorities to issue any certificate or any other approvals due to the Contractor's failure to observe the relevant rules and regulations in connection of the construction in accordance with the sanctioned plans and/or specifications shall render the Contractor liable for damages and in addition, render him liable to obtain such certificates at his cost.

8. Name board and publicity

8.1. The contractor is not entitled to do any publicity on account of the project. Contractor shall not put any hoarding, publish any advertisement, put any banner or circulate any pamphlet or adopt any other publicity methods except with prior written approval of the

Engineer-in-Charge. A name board may be made and displayed by the Contractor at his own cost at the Site at some approved place. The drawing of the Name Board shall be got approved from the Engineer-in-Charge. The contents of the board shall be as follows:-

- i. Name of the Project.
- ii. Name of the Owner
- iii. Name of the Employer.
- iv. Engineer-in-Charge with their addresses.
- v. Contracting Agency.
- vi. Contract Amount, Date of Start and Expected date of Completion

9. Water and Electricity

- 9.1. Contractor shall make his own arrangement for electricity and water for construction purposes. The water used for construction purpose shall be potable and tested once in every 6 (six) months. The source of water shall be approved by the Engineer-in-charge.
- 9.2. There is no water arrangement at site from which the Contractor may draw water for construction purpose. The contractor shall arrange the water good for construction and personal use at his own cost and shall be responsible for all further connections, pumps, pipes, storage facilities and all other things necessary to distribute and use services from this distribution point.
- 9.3. The electricity required for Construction Work shall be arranged by the Contractor from the authorities and/ or generators at his own cost. Contractor shall be responsible for all distribution points as may be required for the Work. The Contractor shall also make arrangement for alternative standby services at his own cost in the form of additional Generators of adequate capacity (day and night) so that there is no delay in progress of Work as per construction schedule submitted by him and approved by the Engineer-in-Charge. The Contractor shall also share electricity from his Generators and electric connection with other Contractors, Sub-contractors, Vendors & Engineer-in-Charge etc. and share proportionate cost (excluding the Engineer-in-Charge for whom the electric supply is free) with them at tariff prevalent as per State Electricity Board. The point of supply shall be at Generator / Electric supply Board. The cost of energy meter shall be borne by the contractor. Contractor shall ensure adequate capacity of generators to support such load sharing with other vendors.

- 9.4. The Contractor shall prepare schematic distribution diagrams of distribution of electricity and water for construction purposes incorporating all safeties and get them approved by the Engineer-in-Charge, the distribution at site shall be in accordance to the approved schematic. The contractor shall ensure incorporation and strict implementation of all safety parameters, equipments, instruments and directions given by the Engineer-in-Charge from time to time in this regard.
- 9.5. The contractor shall install the temporary distribution lines for water and electricity ensuring that work of other agencies / vendors is not interrupted or hampered. In case during the course of construction these lines foul or interrupt or hamper the work of other agencies / vendors, the contractor shall remove and relocate the service lines and relocate the same at his own cost within the time stipulated by the Engineer-in-Charge.
- 9.6. All statutory Fees, & miscellaneous expenses and costs for electric power and Water connection for construction purposes shall be borne by the Contractor.

10. Price Adjustment

The formula(e) for adjustment of prices are:

R = Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.

Adjustment for labour component

- i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$V_L = 0.85 \times P_1 / 100 \times R \times (L_i - L_o) / L_o, \text{ where}$$

V_L = increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour.

L_o = the consumer price index for industrial workers for the State on 28 days preceding the date of opening of Bids as published by Labour Bureau, Ministry of Labour, Government of India.

L_i = The consumer price index for industrial workers for the State as published by Labour Bureau, Ministry of Labour, Government of India.

P_1 = Percentage of labour component of the work.

Adjustment for cement component

- ii) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula.

$$V_c = 0.85 \times P_c / 100 \times R \times (C_i - C_o) / C_o, \text{ where}$$

V_c = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for cement

C_o = The all India average wholesale price index for Grey cement for on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi

C_i = The all India average wholesale price index for Grey cement for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi

P_c = Percentage of cement component of the work

Adjustment of Bitumen component

- iii) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_b = 0.85 \times P_b / 100 \times R \times (B_i - B_o) / B_o, \text{ where}$$

V_b = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rate for bitumen.

B_o = The official retail price of bitumen at the IOC depot at nearest centre on the day 28 days prior to date of opening of Bids.

B_i = The average official retail price of bitumen at IOC depot at nearest centre for the 15th day of calendar month under consideration.

P_b = Percentage of bitumen component of the work.

Adjustment for steel component

- iv) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula:

$$V_s = 0.85 \times P_s / 100 \times R \times (S_i - S_o) / S_o, \text{ where}$$

Vs = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for steel

So = The all India wholesale price index for reinforcement steel (Bars and Rods) on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi

Si = The all India average wholesale price index for reinforcement steel (Bars and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi

Ps = Percentage of steel component of the work

Note: For the application of this clause, index of Bars and Rods has been chosen to represent steel group.

Adjustment of POL(fuel and lubricant)component

- v) Price adjustment for increase or decrease in cost fuel and lubricant shall be paid in accordance with the following formula:

$$Vf = 0.85 \times Pf / 100 \times R \times (Fi - Fo) / Fo, \text{ where}$$

Vf = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for fuel and lubricants.

Fo = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at the nearest centre on the day 28 days prior to the date of opening of Bids.

Fi = The official retail price of HSD at the existing consumer pumps of IOC at nearest centre for the 15th day of the calendar month under consideration.

Pf = Percentage of fuel and lubricants component of the work.

Note: For the application of this clause, the price of High Speed Diesel oil has been chosen to represent fuel and lubricants group.

Adjustment for Plant and Machinery Spares component

- vi) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula:

$$Vp = 0.85 \times Pp / 100 \times R \times (Pi - Po) / Po, \text{ where}$$

Vp = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for plant and machinery spares

Po = The all India wholesale price index for heavy machinery and parts on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi

Pi = The all India average wholesale price index for heavy machinery and parts for the month under consideration as published by Ministry of Industrial Development, New Delhi

Pp = Percentage of plant and machinery spares component of the work

Note: For the application of this clause, index of Heavy Machinery and Parts has been chosen to represent the Plant and Machinery Spares group.

Adjustment of Other materials component

- vii) Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen and POL procured by the contractor shall be paid in accordance with the following formula:

$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_o) / M_o$, where

Vm = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates in rates for local materials other than cement, steel, bitumen and POL.

Mo = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Industrial Development, Government of India, New Delhi.

Mi = The all India wholesale price index (all commodities) for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.

Pm = Percentage of local material component (other than cement, steel, bitumen and POL) of the work.

The following percentages will govern the price adjustment for the entire contract: As defined in the Contract data

*[The Tender inviting authority shall fill up the percentages as per the requirement in the Works which are to be decided based on the project components and type]

11. Protection / preservation of trees:

11.1. Contractor shall take all measures necessary to ensure the protection and preservation of existing trees within / outside the boundary of the site. Contractor shall be responsible of any damage / casualty to the trees happening as a result of his working at site and for any action, claim, penalty or expenses imposed by the forest / any other department. No claim / payment shall be payable to the contractor on this account.

12. Sub-Contracting

12.1. Maximum value of works to be sub-contracted is limited to 25% of Contract value. The value of a sub-contract and Provisional Sums items as and when awarded, should be intimated by the Contractor to the Engineer-in charge and it should also be certified that the cumulative value of the sub-contracts awarded so far is within the aforesaid limit of 25%. A copy of the contract between the Contractor and Sub-Contractor shall be given to the Engineer within 15 days of signing and in any case 7 days before the Sub Contractor starts the Work and thereafter the Contractor shall not carry any modification without the consent in writing of the Engineer. The terms and conditions of sub-contracts and the payments that have to be made to the sub-contractors shall be the sole responsibility of the Contractor. Payments to be made to such sub-contractors will be deemed to have been included in the Contract price. However, for major sub-contracts (each costing over Rs 50 lakhs), it will be obligatory on the part of the Contractor to obtain consent of the Engineer. The Engineer will give his consent after assessing and satisfying himself of the capability, experience and equipment resources of the sub-contractor. In case the Employer intends to withhold his consent, he should inform the Contractor within 15 days to enable him to make alternative arrangements to fulfil his programme.

12.2. The Contractor shall provide sufficient superintendence, whether on the site or elsewhere, to ensure that the work to be carried out by a sub-contractor complies with the requirements of the Contract.

12.3. The proposed sub-contract terms and conditions shall impose on the sub-contractor such terms of the Contract as are applicable and appropriate to the part of the Works to be sub-contracted, to enable the Contractor to comply with his obligations under the Contract.

12.4. Notwithstanding any consent to sub-contract given by the Engineer, if in his opinion it is consider necessary, the Engineer-in-charge shall have full authority to order the removal of any sub-contractor from the Site or off-Site place of manufacture or storage.

13. Specialised Works to be carried out by licensed persons/firms:

- 13.1. Technically competent persons or firms holding valid licenses obtained from competent local authority/ proven experience record shall only carry out any special works and service installations included in the scope of the Work. The list of such special works are available in the Government order No-GO(Ms) No-65/2015//PWD dated 24-7-2015.
14. Contractor's temporary works design
- 14.1. The Contractor shall, prior to commencing the construction of any temporary Works like earth protection works for deep excavations, temporary platforms/formworks for heavy concreting etc , submit a certificate to the Engineer signed by him certifying that the temporary Works have been properly and safely designed and checked to carry the intended load without failure and that the Contractor has checked the effect of the Temporary Works on the Permanent Works and has found this to be satisfactory. The Employer and the Engineer shall not be responsible for any failure of such temporary structures and the Contractor is bound to take care of all expenses related to such failures, its rectification and subsequent remedial measures if any at no extra cost.
15. Deduction towards the cost of Bitumen if supplied by the Employer
- 15.1. The cost of bitumen will be recovered at Rs.....per tonne excluding cost of empty drum and empty drum of bitumen used on the work should be returned in good condition the value of empty tar drum will be recovered at the rates of Rs.....per drum + S.T. as per rules. Also the rates for recovery of excess Bitumen allowing 2 ½ % for wastage will be double the issue rate.
16. Special Conditions For Purchasing
- 16.1. In respect of each work the PWD officers concern passes the bill will determined the total cost of purchased items utilized in the work and issue a certificate regarding the above amount to the assessing authority concerned. Six point four eight percentage (6.48%) of the value of the purchasable items except departmental materials will be retained by the P.W.D. officers when the bill for the work is passes for payment and the amount so retained will be credited to the Sales Tax Department. In assessing the tax liability, the percentage, will be worked out reference to the Bidders value of the work whether it below or above the estimate amount, purchase tax will be leviable as per sections 2 (2) of the Kerala Finance Act. 1991 as modified periodically.
17. Contractors Technical Personnel at site
- 17.1. The contractor shall employ engineering personnel as detailed below for tenure of the contract for works supervision depending upon the cost of work.
- a) For works from Rs.500 lakhs to Rs.25 Crores-
- i. Works Manager- 1no(Civil Engineering Graduate with minimum 5 yrs experience)

- ii. Site Engineers- 2 nos(Civil Engineering graduates with minimum 3 year experience)
 - iii. Site Engineers- 3 nos(Civil Engineering graduates or diploma holders with minimum 2 year experience)
 - iv. Site Engineers- 1 no(Mechanical Engineering graduates or diploma holders with minimum 2 year experience)
 - b) For works from Rs.25 crores to Rs.50 Crores-
 - i. Works Manager- 1no(Civil Engineering Graduate with minimum 10 yrs experience)
 - ii. Site Engineers- 3 nos(Civil Engineering graduates with minimum 5 year experience)
 - iii. Site Engineers- 4 nos(Civil Engineering graduates or diploma holders with minimum 1 year experience)
 - iv. Site Engineers- 1 no(Mechanical Engineering graduates with minimum 2 year experience)
18. Contractors Equipments at site
- 18.1. The contractor shall own/possess/deploy the minimum tools and plants as specified in the Contract data for the satisfactory execution of the work
19. SPECIAL CONDITIONS FOR KVAT AS PER THE KERALA FINANCE ACT 2008
- 19.1. In case of Civil works awarded by Government of Kerala deduct KVAT amounting to 4% of the gross amount of bill payable for the bidders every time. The VAT amount will be retained by the concerned PWD officers when the bill for the work is passes for payment and the amount so retained shall be credited to the sales Tax Department.
20. SPECIAL CONDITION TOWARDS CONSTRUCTION OF KERALA CONSTRUCTION WORKERS WELFARE FUND BOARD.
- 20.1. 1 percent (one percent) of the bill amount including cost of departmental materials and hire charges of departmental tools and plant will be recovered towards the construction of Kerala construction workers welfare fund be and as Kerala construction welfare fund scheme 1990. This amount shall be remitted to K.C.W.W.F. by the Executive Engineer within 15 days on the payment to the bidder.
21. < any other special conditions specific to the Work may be added here>

Part IV- CONTRACT DATA

Sl.No	Item	Clause reference	Data																								
1	Identification No. of the Contract	NIT																									
2	Name of Work	NIT																									
3	Employer	GCC-																									
4	Tender Inviting Authority	GCC																									
5	Name of PWD Division																										
6	Name of PWD Sub- Division																										
7	Estimated Project Cost																										
8	Location of Project																										
10	Type of Work(brief description only)																										
11	Duration/ time of completion of work(in months)																										
12	Project Milestones																										
13	Class/Registration of Bidder																										
14	Bid submission start date																										
15	Last date and time for bid submission																										
16	Bid submission fee																										
17	Earnest Money Deposit																										
18	Performance Security Deposit																										
19	Security Deposit																										
20	Defects Liability Period																										
21	Price adjustment is applicable/not, if applicable give the percentages for calculation		<table><tr><th>Sl. No</th><th>Component</th><th>Percentage*</th></tr><tr><td>1</td><td>Labour - Pl</td><td></td></tr><tr><td>2</td><td>Cement - Pc</td><td></td></tr><tr><td>3</td><td>Bitumen- Pb</td><td></td></tr><tr><td>4</td><td>Steel - Ps</td><td></td></tr><tr><td>5</td><td>Fuel and Lubricants - Pf</td><td></td></tr><tr><td>6</td><td>Plant & Machinery Spares - PP</td><td></td></tr><tr><td>7</td><td>Other materials - Pm</td><td></td></tr></table>	Sl. No	Component	Percentage*	1	Labour - Pl		2	Cement - Pc		3	Bitumen- Pb		4	Steel - Ps		5	Fuel and Lubricants - Pf		6	Plant & Machinery Spares - PP		7	Other materials - Pm	
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1	Labour - Pl																										
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5	Fuel and Lubricants - Pf																										
6	Plant & Machinery Spares - PP																										
7	Other materials - Pm																										
22	Liquidated damages																										
23	Work items for which Guaranties required																										
24	Limit of subcontracting																										
25	Maximum extent of Variation in quantity		25% of BoQ quantity																								
26	Contractors Equipments and Tools and Plants		<provide the list of tools and plants>																								

Part V- TECHNICAL SPECIFICATIONS

1. General

- 1.1. The specifications and mode of measurements for works shall be in accordance with C.P.W.D. Specifications 2009 Volumes I and II/MoRTH/IRC with up to date correction slips unless otherwise specified in the nomenclature of individual item or in the individual item specification in the BoQ. The entire work shall be carried out as per the C.P.W.D./MoRTH/IRC specifications in force with up to date correction slips up to the date of opening of tender.
- 1.2. For the item not covered under CPWD Specifications mentioned above, the work shall be executed as per latest relevant standards/codes published by B.I.S. (formerly ISI) inclusive of all amendments issued thereto or revision thereof, if any, up to the date of opening of tenders.
- 1.3. In case of B.I.S. (formerly I.S.I) codes/specifications are not available, the decision of the Engineer based on acceptable sound engineering practice and local usage shall be final and binding on the contractor.
- 1.4. However, in the event of any discrepancy in the description of any item as given in the schedule of quantities or specifications appended with the tender and the specifications relating to the relevant item as per CPWD specifications mentioned above, or in drawings the former shall prevail.
- 1.5. The work shall be carried out in accordance with the design and drawings of the Department. The drawings shall have to be properly correlated before executing the work. In case of any difference noticed between the drawings, final decision, in writing of the Engineer shall be obtained by the contractor. For items, where so required, samples shall be prepared before starting the particular items of work for prior approval of the Engineer and nothing extra shall be payable on this account.
- 1.6. All materials to be used on works shall bear I.S. certification mark unless specifically permitted otherwise in writing. In case I.S. marked materials are not available (not produced), the materials used shall conform to I.S. Code or CPWD specifications, as applicable in this contract.
- 1.7. In such cases the Engineer shall satisfy himself about the quality of such materials and give his approval in writing. Only articles classified as "First Quality" by the manufacturers shall be used

unless otherwise specified. All materials shall be tested as per provisions of the Mandatory Tests in CPWD specifications and the relevant IS specifications. The Engineer may relax the condition regarding testing if the quantity of materials required for the work is small. Proper proof of procurement of materials from authentic manufacturers shall be provided by the contractor to the satisfaction of Engineer. Grade of cement used shall be OPC 43 Grade unless otherwise specified explicitly. The contractor shall get the Design Mix for RCC done by the labs approved by Engineer-in-Charge only. Reinforcement Steel used shall be of TMT Fe-500 unless otherwise specified.

- 1.8. In respect of the work of other-agencies deployed in the same site through a separate contract by the Employer for doing work like electrification, air-conditioning, external services, other building work, horticulture work, etc. and any other agencies simultaneously executing other works, the contractor shall afford necessary coordination and facilities for the same. The contractor shall leave such necessary holes, openings, etc. for laying / burying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps, etc. as may be required for the electric, sanitary air-conditioning, fire fighting, PA system, telephone system, C.C.T.V. system, etc. and nothing extra over the agreement rates shall be paid for the same.
- 1.9. Unless otherwise specified in the bill of quantities, the rates for all items of work shall be considered as inclusive of pumping out or bailing out water if required for which no extra payment will be made. This will include water encountered from any source such as rains, floods, or due to any other cause whatsoever.
- 1.10. Any cement slurry added over base surface (or) for continuation of concreting for bond is added its cost is deemed to have in built in the item unless otherwise/explicitly stated and nothing extra shall be payable or extra cement considered with consumption on this account.
- 1.11. The rate for all items in which the use of cement is involved is inclusive of charges for curing.
- 1.12. The contractor shall clear the site thoroughly of all scaffolding materials and rubbish etc. left out of his work and dress the site around the building to the satisfaction of the Engineer before the work is considered as complete.
- 1.13. Rates for plastering work, if any (excluding washed grit finish on external wall surfaces) shall include for making grooves, bands,

chicken wire mesh over joints etc. wherever required and nothing extra shall be paid for the same.

- 1.14. The rates quoted for all brick/concrete work shall be deemed to include making openings and making good these with the same specifications as shown in drawings and/or as directed. No extra payment shall be made to the contractor on this account.
- 1.15. Rates for all concrete/plaster work shall include for making drip course moulding, grooves etc. wherever required and no extra shall be paid for the same.
- 1.16. Rates for flooring work shall include for laying the flooring in strips/as per sample or as shown in drawings wherever required and nothing extra shall be paid for the same.
- 1.17. The drawing(s) attached with the tender documents are for the purpose of tender only, giving the tenderer a general idea of the nature and the extent of works to be executed. The rates quoted by the tenderer shall be deemed to be for the execution of works taking into account the "Design Aspect" of the items and in accordance with the "Construction Drawings" to be supplied to the Contractor during execution of the works.
- 1.18. The quoted rate shall be for finished items and shall be complete in all respects including the cost of all materials, labour, tools & plants, machinery etc., all taxes, duties, levies, octroi, royalty charges, statutory levies etc. applicable from time to time and any other item required but not mentioned here involved in the operations described above. The Employer shall not be supplying any material, labour, plant etc. unless explicitly mentioned so.
- 1.19. There could be some restrictions on the working hours, movement of vehicles for transportation of materials and location of labour camp. The contractor shall be bound to follow all such restrictions and adjust the programme for execution of work accordingly.
- 1.20. The contractor shall also ensure that all work sites within the site are properly cordoned off by means of barricades and screens up to a height of 3.0 m above ground level at his own cost. The contractor shall use pre-coated GI sheets which are in good condition mounted on steel props.
- 1.21. Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth if required shall have to be done by the contractor at his own cost.

- 1.22. The Contractor will have to take prior approval of the Engineer/ Architect for the Make of materials before procurement of the same. It may also be noted that if any of the makes does not comply with Standards, it will not be allowed to use. No claim what so ever shall be entertained on this account.
- 1.23. The contractor shall clear the site of all rubbish, remove all grass and low vegetation and remove all bush wood, trees, stumps of trees, and other vegetation only after consultation with the Engineer-in-charge as to which bushes and trees shall be saved.
- 1.24. The contractor shall carry out the survey of the site and shall establish sufficient number of grids and level marks to the satisfaction of the Engineer-in-charge, who shall decide on the basis of this information, the general levels of the construction works.
- 1.25. Prior to commencement of construction, the contractor shall in consultation with the Engineer-in-charge, establish several site datum bench-marks, their number depending on the extent of the site. The bench-marks shall be sited and constructed so as to be undisturbed throughout the period of construction.
- 1.26. The Engineer-in charge might have got the soil investigation done and if so, copy of the report will be handed over to the contractor for their scrutiny upon specific request by the Contractor. The contractor shall however inspect the site and study the findings from the trial pits or bores in order to assess the problems involved in and methods to be adopted for excavation and earthwork. The contractor shall ascertain for himself all information concerning the sub-soil conditions, ground water table levels and intensity of rainfall, flooding of the site and all data concerning excavation and earthwork. The Employer shall not be responsible for any later claims of the contractor for any extra work required to be done on account of this and shall not pay any extra amount in this regard.
- 1.27. The contractor shall set out the works using Total Station and during the progress of the building shall amend at his own cost any errors arising from inaccurate setting out. During the execution of the work contractor must cross check his work with the drawings. The contractor shall be responsible for all the errors in this connection and shall have to rectify all defects and/or errors at his own cost, failing which the Engineer-in charger serves the right to get the same rectified at the risk and cost of the contractor.
- 1.28. Cleaning up and handing over:- Upon completion of the work all the areas should be cleaned. All floors, doors, windows, surface, etc.

shall be cleaned down in a manner which will render the work acceptable to the Engineer-in-charge. All rubbish due to any reason, shall be removed daily from the site and an area of up to ten metres on the outer boundaries of the premises will be cleaned by the contractor as a part of the contract. Upon completion of the project, the contractor shall turn over to the Engineer-in charge the following:

- a) Written guarantee and certificates
- b) Maintenance manuals, if any, and
- c) Keys.

1.29. Samples :- The contractor shall submit to the Engineer-in charge samples of all materials for approval and no work shall commence before such samples are duly approved. Samples of materials for concrete works, masonry units, building insulation, finished hardware, door and windows, flooring materials etc. and every other work requiring samples in the opinion of the Engineer-in charge shall be supplied to the Engineer-in-charge, and these samples will be retained as standards of materials and workmanship. The cost of the samples shall be borne by the contractor. Throughout this specification, types of material may be specified by manufacturers' name in order to establish standard of quality, price and performance and not for the purpose of limiting competition. Unless specifically stated otherwise, the tenderers may assume the price of 'approved equivalent' except that the burden is upon the contractor to prove such equality, in writing.

1.30. Tests :- All materials and methods of tests shall conform to the latest rules, regulation and/or specifications as per the provisions laid out in the PWD Quality manual and Laboratory Manual. The Engineer-in charge will have the option to have any of the materials tested and if the test results show that the materials do not conform to the specifications, such materials shall be rejected. A reasonable number of representative tests will be deemed to be included in the rates tendered.

1.31. Mode of Measurements:- All measurements will be taken in accordance with IS 1200 latest issue unless otherwise specified. The method of measurements shall be as detailed in clause 37 of GCC.

1.32. The rates tendered by a Bidder for the work shall include the cost of :

- a) All labour and supervision thereof, all materials, tools, implements and plant of every description, ladders, cordage tackle, etc. as well as the provision of safe and substantial scaffolding required for the proper execution of the work in conformity with the various items of work;

- b) Supplying the requisite agency with necessary equipments, to set out the work as well as to afford facilities for such examination of the work as the Departmental Officers may at any time consider desirable, as also to count, weigh and assist in the measurement or check measurement of the work or materials;
- c) Providing and maintaining all temporary fences, shelters, lights , watchmen and danger signals and such other precautions as are necessary for the protection of the work or materials, as well as to protect the public and those connected with the work from accidents at the site of, or on account of the work;
- d) All sheds, mortar mills and mixing platform of every kind required for the proper execution of the work according to the specifications;
- e) All fees and royalties of materials and
- f) Finally clearing away of all rubbish, surplus materials, plant etc. on completion of the work and dressing and leveling of and restoring the site to a tidy condition, prior to handing over the work to the Division Officer or his authorized assistant and also its maintenance until so taken over.

1.33. In the case of supplies of materials such as rubble, broken stones, gravel, sand etc. which may have to be measured prior to being used on the work, the Bidder must always stack or arrange them neatly on level ground or on ground cleared and levelled by him for the purpose in such manner as may be ordered by the Officer-in-charge so that they may be easily susceptible of inspection and measurement, the cost of such clearing, leveling and stacking or arranging being included in the rates for work. Each stack must be straight and of uniform section throughout and of the dimensions specified by the Officer-in-charge. Materials not stacked or arranged in accordance with instructions issued will not be measured and paid for.

1.34. The Bidder should state whether he has all the plant necessary for execution of the work. If the opinion of the Division Officer, Bidder's own plant is neither sufficient nor suitable for the proper execution of the work, the department may supply other available plant and recover reasonable hire for the same. The Division Officer's decision in the matter shall be final and binding on the Bidder.

1.35. The Bidder shall bear the running expenses inclusive of pay of the departmental staff attached to such plant and cost of repairs of all Government plant while in his possession on hire as also the cost of restoring the same in good condition at the time of return, due allowance being made for fair wear and tear.

- 1.36. All materials and plant that are to be made over to the Bidder by the Department shall be handed over to him at the Division Office or Store yards at division headquarters or the PWD General stores, Trivandrum and the charges for their handling, loading and unloading and conveyance to and from for the respective work as also for stacking the materials neatly and in regular heaps on the ground or sheds to which they are brought shall be deemed to be included in the rates for the work.
- 1.37. Unless otherwise specifically provide for in the contract, the Bidder shall at his own cost keep all portions of the work free from water whether due to springs, or inclement weather and neat and sanitary condition and shall also see that drainage and sewage are prevented from entering the site of work or accumulating therein.
- 1.38. The Bidder shall be responsible for the proper use and bear the cost of protection of materials made over to him by the Department for use on the work and bear any loss form deterioration of from faulty workmanship or any other cause. The cost of materials thus allowed to deteriorate amounting as it does to and excess issue over sanctioned quantities, will be recovered at rates 20 percent over the actual cost. The orders of the Division Officer in the matter shall be final binding on Bidder.
- 1.39. The Bidder shall be responsible to see that the level or the other pegs, profiles, bench, marks masonry pillars or other marks set up by the Department for guidance in the execution of the work are not disturbed, removed or destroyed, the will be replaced by the Department at the cost of Bidder.
- 1.40. Any materials brought to the site of work, or any work done by the Bidder but rejected by the Officer-in-charge as being not up to the specifications shall in the case of materials supplied be then and there removed from or broken up at the site of work, and in the case of work done, the dismantled or rectified at the expense of the Bidder, as may be ordered by the Officer-in-charge.
- 1.41. In all cases whether so specified in the contract or not , the work shall be executed in strict accordance with the Bidder's accepted tender and these specifications and with such further drawings and specifications and orders as may from time to time be issued by the Division Officer.
- 1.42. Whenever the Bidder is ordered by the Division officer or his authorized assistant or subordinate to execute any item of work which is not in the tender, it shall be the Bidder's duty to get a special price

arranged for any item and to see that it is written in the work spot order book (which shall be provided by the division officer and kept in the work spot by the subordinate-in-charge) and that this order is initiated and dated by the Bidder and entered in the work spot order book and initialed both by the Bidder and the departmental officer ordering such extra item that Bidder shall have not claim for extra payment.

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Part VI- PRE-QUALIFICATION INFORMATION

1. General

- 1.1. The following criteria specified for pre-qualification shall be met by the bidder in addition to the requirements specified elsewhere in the bidding document. The bidder is required to submit all details as below along with his bid online and subsequently a signed hardcopy of all these details shall be submitted to the tendering authority as detailed in the clause of section “instructions to the bidders”
- 1.2. A Bidder shall be pre - qualified so that his financial/price bid can be opened.
- 1.3. Prequalification questionnaire completed in all respect shall be submitted on or before closing date to the Tender inviting authority.
- 1.4. Bidder has to bear all cost and expenses in making this PQ offer, in providing clarification on attending discussions, conferences or site visits.
- 1.5. Incomplete offers are liable to be rejected
- 1.6. The language for submission of bid should be English.
- 1.7. The enclosed Forms/schedules should be filled in completely and all questions should be answered. If any particular query is not relevant, it should be stated as “not applicable”.
- 1.8. If the offer is submitted by a Bidder backed up by specialized sub contractors, the Bidder and each of the sub contractor should fill in all the schedules completed. The main Bidder should be clearly identified and the extent of responsibility of each of the sub contractors should be defined.
- 1.9. Financial rate, project value of work etc. should be given in equivalent Indian Rupees only.
- 1.10. If the application is made by a firm in partnership, it should be signed by all the partners of the firm, above their full name and current address, or by a partner holding power of attorney for the firm by signing the application in which case a certified copy of the power of attorney shall accompany the application, A certified copy of the partnership deed, current address of the firm and the full name and current address of all the partners of the firm shall also accompany the application.
- 1.11. If the application is made by a limited company or a Ltd corporation, it shall be signed duly by authorized person holding the power of attorney for signing the application in which case a certified

copy of the power of attorney shall accompany the application of such Ltd. Company or Corporation will be required to furnish satisfactory evidence of its existences before the contract is awarded.

- 1.12. If the application is made by a group of firm, it shall be accompanied by a document signed by all parties to joint venture / consortium confirmed therein in a clear and definite manner the proposed administrative arrangements for the management and execution of the Bidder, the definition of duties, responsibilities and scope of work to be undertaken by each such party, the authorized representative of the joint venture and an undertaking that the parties are jointly and severally liable to the Employer for the performance of each of the parties to the joint venture on works of a similar nature within the past five years, current works on hand and other contractual commitments.
- 1.13. All the partners of the bidding firms/joint ventures/partnership firms/consortiums shall be of Indian Nationals or Indian registered companies.
- 1.14. To be eligible for award of contract, bidders shall provide evidence satisfactory to the Employer, notwithstanding any previously conducted prequalification of potential bidders, of their capability and adequacy of resources effectively to carry out the subject contract. To this and all bids submitted shall include the following information
 - (a) Copies of original documents defining the constitution of legal status, place of registration and principal place of business of the company of firm or partnership or, if a joint venture of each party there to constituting the Bidder.
 - (b) Where the Bidder is a joint venture of two or more firms a statement signed by all parties to the joint venture of the proposed Administrative arrangements to the management and execution of the contract, the duties responsibilities, and scope of works to be undertaken by each party, the authorized representative of the joint venture, with an undertaking that the several parties are jointly and severally liable to the Employer for the performance of contract.
 - (c) Details of the experience and past performance of the Bidder for the each party to a joint venture of works of similar nature within a past five years, and details of current work in hand and other contractual commitments.
 - (d) Major item of construction equipment of key personnel proposed for use in carrying out the contract in the form as prescribed in schedule-D

- (e) The qualification and experience of key personnel proposed for administration and execution of the contract both on and off site in the form as prescribed in schedule-C supported by the copies of their professional qualification certificates.
 - (f) Proposal for sub- contracting elements of the works amounting to more than 10 % of the tender amount for each element listed in Schedule-E
 - (g) Reports on the financial standing of the tenderer/each party to a joint ventures/consortium/others including profit and loss statements balance sheets and auditor's for the past five years, on estimate financial projection for the next two years and on authority from the Bidder (or authorized representative of a joint venture) to seek reference from the Bidder's bankers.
 - (h) Information regarding any current litigation in which the Bidder is involved.
- 1.15. The information furnished must be sufficient to show that the application (along with all parties to consortium/ joint venture), having already earlier carried out satisfactorily work of similar size, nature and complicity. The applicant's attention is explicitly drawn to the fact that even after pre-qualification of potential bidders has already been carried out all tenders shall include statement of the chance that may have occurred single prequalification with particular reference to the various items listed above and that furthermore, contract work shall be awarded to the successful Bidder only on the basis of a careful scrutiny of all the above information furnished by the applicant.
- 1.16. The applicant is expected to have visited at the project site before submitting Prequalification.
- 1.17. While submitting the schedule duly filled up the applicant shall enclose latest copies of brochures and technical documentation giving more information about the firm and all the members of the consortium / joint venture.
- 1.18. The Employer/ Engineer reserves the right to reject any of the all prequalification applicants, without assigning any reason and the Employer's decision shall be final and binding to all concerned.

2. Eligibility and qualification of tenderer

- 2.1. The bidder shall possess a valid registration in Kerala PWD in the requisite class.
- 2.2. The intending tenderer must have in its name as a prime contractor experience of having successfully completed least one similar

work costing more than 40% (Forty percentage) of the estimated Probable Amount of Contract (PAC for Government / Semi Government Clients during the last 05 (five) years ending last day of month previous to the month in which bid applications are invited (i.e. eligibility period).

- 2.3. Similar nature of works- Works of any magnitude with a minimum as stated above which is of the same nature and type of the work tendered as per the Contract Data.
- 2.4. In order to prove the above eligibility, the bidder must produce an experience certificate from the Engineer/ Client for whom he has done the work. The experience certificate shall show in detail at least, the agreed PAC, the completed value of work, its start and end date, whether the work has been completed satisfactorily, the salient features of the work like type of foundation, no. of stories, type of superstructure , type of finishing etc. In all the above cases, while considering the value of completed works, the full value of completed work will be considered whether or not the date of commencement is within the said 05 (year) years period. Certificates which do not prove the above details will not be considered for evaluation and the bidder will be disqualified without further notice.
- 2.5. The bidder shall submit certified audited copies of its balance sheet and profit and loss account to demonstrate its annual financial turnover during the last 5(five) years, ending 31st March of the previous financial year. Annual financial turnover and cost of completed works of previous years shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level.
- 2.6. The bidder should possess adequate working capital of more than 10% of the probable estimated cost of work for which he is bidding. For this the bidder shall submit his Bank's certificates specifically showing access to lines of credit and valid proofs showing availability of other financial resources to meet the requirement. Bank's certificates does not showing the amount for the subject work/with specific conditions is liable to rejected and the bidder will be disqualified without any notice. In case of bank certificates showing sanctioned credit limit and utilised credit limit, the Employer shall take the balance available credit limit only for evaluation purpose.
- 2.7. The tenderer shall provide evidence satisfactory to the Employer of its eligibility, capability and adequacy of resources to effectively perform the subject contract. To this end, the tenderer shall be required to submit the following information

- a) The bidder shall submit details of experience and past performance of works of similar nature in the last five years with certified/attested/notorised copies of certificates from the Clients.
- b) The bidder shall provide the details of his ongoing works in which the name of work, name of client/Engineer, contract/agreement no and date, Contract amount, start date of work, amount of work completed at the time of this bid submission, probable date of completion etc.
- c) The qualifications and experience of key personnel proposed for administration and execution of the contract both on and off site with copies of their qualification information.
- d) Major items of construction plant and equipment proposed for use in the performance of the contract. It may be noted that, if the bidder does not possess/intend to hire the minimum required plants and equipment as given in the special conditions of contract and contract data, he may be disqualified for this work. Hence, it is advised that the bidder shall closely look in to the requirements of the subject work and the minimum required plants and machinery. Proof of purchase of such equipment in the bidders name shall be submitted along with the technical proposal.
- e) Details of subcontractors to whom it is proposed to sub-contract any portion of the contract and for whom authority will be required for such subcontracting in accordance with the conditions of contract, especially for specialised works, if any, in the contract.
- f) A draft programme of works as described in this document, which shall form part of the contract if the tender is accepted. Any change in the programme or schedule shall be subject to the approval of the Employer.
- g) Details of any current litigation or arbitration proceedings or court cases in which the tenderer is involved as one of the parties. In case the bidder is blacklisted or debarred from any Government Works by any Government Department, the same shall be informed with details in the bid document. In such cases, the Employer reserves the right either to accept or reject the bid.
- h) Duly filled Requisition for e-Payment form.

2.8. In addition to above, the intending Tenderer has to submit the following:

- a) Permanent Income Tax Account Number and tax paid details for the last five years.
- b) Particulars of Registration with appropriate Sales Tax Authorities (in relation with Work Contract Tax) if applicable.
- c) Particulars of Registration / clearance from the appropriate Provident Fund Authorities, if applicable.

- d) Registration of the firm, in case of partnership firm, Joint venture and consortium. The details of registration shall be submitted (Tenders from unregistered firm/not accompanying requisite details will be rejected).
- e) Service Tax Registration, if service tax is payable.

2.9. Copies of all the certificates and deeds are to be submitted duly authenticated by the bidder.

3. Joint Venture/consortium:-

- 3.1. Tenders submitted by a joint venture/consortium/partnership of two or more firms/contractors as partners shall comply with the following requirements;
- a) The tender and in case of a successful tender, contract form signed shall be legally binding on all partners.
 - b) One of the partners shall be nominated as being lead contractor, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
 - c) The lead contractor shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture/consortium and the entire execution of the contract including payment shall be done exclusively with the lead contractor.
 - d) All partners of the joint venture/consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in (b) above as well as in the form of tender and the contract form (in case of the accepted tender).
 - e) Parties should specify their role in the joint venture whether technical or financial and corresponding sharing percentage.
 - f) A copy of the registered contract entered into by the joint venture/consortium/partnership partners shall be submitted with the tender.
 - g) A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.
 - h) The qualification criteria parameter e.g. experience, financial resources etc. of the individual partners of the joint venture will be added together and the total criteria should not be less than as spelt out in the qualification criteria. Hence, the details of all the partners shall be submitted irrespective of their share in the joint venture or consortium.

- i) The formation of joint venture or change in joint venture character / partner after submission of the bid and any change in the bidding regarding joint venture will not be permitted.
- j) The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to the written approval of the employer.
- k) The contract agreement, in case of successful bidder, should be signed jointly by each Joint Venture partners.
- l) An entity can be a partner in only one Joint Venture/consortium/partnership firm. Bid or bids submitted by Joint Ventures/consortium/partnership firm including the same entity as partner will be rejected.
- m) In case of consortium / associate route of participation, consortium partners must collectively meet the technical and financial qualification requirements. In this route individual associates may or may not possess any of the technical and financial qualification requirements. In such a case the bidder:
 - a. Shall furnish a **registered/notarised** Memorandum of Understanding with associates/ Consortium partners (as per format given)
 - b. Shall furnish a **registered/ notarised** JDU (Joint deed of undertaking) prior to signing of contract (provided the bidder in Letter of Acceptance on the basis of bid valuation) as per format given in bid documents. Bidders will be required to submit a registered Memorandum of Understanding (MOU) entered with the associates along with the bid in technical bid.

4. PRE-QUALIFICATION DOCUMENT

Name of Work:- < >

- 4.1. Bids for Prequalification or contract are invited for a project which included in the Contract Data hereunder. General Bidders booked up by the specialist sub-contractors or alternatively Joint ventures of consortia, who wish to bid for the work should apply for Pre- qualification in the manner set out in this documents as per the above given conditions and criteria.

- 4.2. EMPLOYER- Public Works Department Govt. of Kerala, represented at the headquarters of the Department by the Secretary, Government of Kerala or his authorized representative(Chief Engineer,<wing>) or any other officer specially deputed for the purpose on behalf of the Governor of State of Kerala

Name :

Address :

Telephone :

- 4.3. ENGINEER

Name :

Address :

Telephone :

Name :

Address :

Telephone :

- 4.4. Name of work : <Here all the contract sub section with their nomenclature of improvement may be listed>.

- 4.5. Location of work and site conditions:-

- 4.6. Broad / Scope of Work

4.6.1. Major items of improvements envisaged through this work

4.6.2. Salient features

- 4.7. PRE- QUALIFICATION APPLICATION

Contract No :

Name of Work:

To

.....

.....

Dear Sir,

Having examined the pre-qualification documents including scope of works and time frame of construction, I / We hereby submit all the necessary information and relevant documents for prequalification me / us for bidding for the above mentioned work.

The application is made by me on behalf ofgroup of firms) in the capacity of duly authorised to submit the offer.

The necessary evidence, admissible in law in respect of authority assigned to me / us on behalf of the group of firms for applying and for completion of the contract documents is attached herewith.

I / We understand that Engineer / Employer reserves the right to reject any applications without assigning any reason.

Name of Bidder:

(Name including titled capacity in which application is made)

Place:

Date:

Encl:

1. Schedule duly filled in the prescribed form.
2. Evidence of authority to sign.
3. Latest brochures.

4.8. STRUCTURE AND ORGANISATION

SCHEDULE – A

1. Name of Bidder or Company who is major

Partner and is leading the joint

Venture / consortium :

Address :

Telephone :

Telex :

2. Description of Company :(for eg. General Civil Engg.

Bidder, supplier of equipment etc.)

3. Registration and Classification with

the PWD in Kerala :

4. Name and address of bankers :

5. No. of years of experience as a General Bidder.

In own country :

Internationally :

6. No. of years of experience as a Sub Contractor :

In own country :

Internationally :

7. Name and address of partners or associated

companies to the involved in the project and

whether parent/subsidiary/other :

8. Name and address of the companies of various items of civil works, namely :

a) Pre-construction soil investigation :

b) Earth Work :

c) Flexible pavement involving items

such as granular, sub-base wet mix

macadam ;water bound macadam,

dense bituminous macadam asphaltic :

concrete, open graded premix carpet,

mix seal surfacing etc.

d) Minor bridges/culverts with Protection works :

e) Supply and installation of Roads signs

pavement markings :

f) Miscellaneous works :

9. Name and address of companies who will be involved in

a) Supply and installation of signal system if any,

b) Electrical installation etc.

10. Attach and organization chart showing the

structure of the company including names

and position of Directors and key Personals :

Note : Particulars of 2,3,4,5,6,7,8,9 & 10 above should be separately for each partner of joint venture / Consortium.

4.9. SCHEDULE – B – FINANCIAL STATEMENT

(To be given separately for each partner of Joint Venture / Consortium)

1. Name of firm (Partner in case of Joint Venture / Consortium) :

2. Capital

a) Authorised :

b) Issued and Paid up :

3. Attach audited balance sheets and profit And loss statements for the past 5 years :

4. Financial position (Exact amount in Rupees to be stated)

a) Cash :

b) Current assets :

c) Current liabilities :

d) Working capital :

e) Net worth :

5. Total Liabilities

a) Current ratio :Current assets to current liabilities

b) Acid test ratio :Cash, temporary investment held in lieu of cash and current revivable to current liabilities.

c) Total liabilities to new worth :

Note : Information asked against each item to be carefully filled in . More reference to balance sheet in reply to above point is not acceptable.

6. Annual value of construction works, undertaken for each of the last five years and project for current years.

Year	2014-15	2013-14	2012-2013	2011-12	2010-11
Home					
Abroad					

7. Net profit before tax :

a) Current period :

b) During the last financial Year :

c) During each of the four previous financial year :

The profit and loss statement have been certified
 through.....

 by.....

8. Applicant's financial arrangements for the proposed

Work (Exact amount in rupees to be mentioned) :

a) Own Resources : Rs.

b) Bank Credit : Rs.

c) Others (Specify) : Rs.

9. Certificate of financial soundness from bankers of

Applicants together with their full address :

10. Approximate value of works in hand : Rs.

11. Value of anticipated orders for next financial year : Rs.

Home :

Abroad :

Note : Details of items 10 & 11 are to be given in Schedule 'E' Experience.

Schedule C – PERSONNEL

4.10. DETAILS OF PERSONNEL WITH THE APPLICANT

Name of Applicant :

Sl.No.	Description	Of the Applicant's pay roll
1.	Project Manager	
2.	Works Manager (Main Civil Works)	
3.	No.of Engineering Graduates	
	a. Design	
	b. Construction supervision	
4.	No. of Administrative Graduates	
5.	No. of skilled employees	
6.	No.of unskilled employees	
7.	Please indicate whether design, wherever required as per condition of bid, will be carried out in-house or with the help of consultants. If in house, please indicate the details of design carried out over the past five years. If to be done by back up consultants, please give the data such as name of company key personnel and professional qualifications, present position, total experience, number of	

Engg. Staff under each category of
specialization and details of work excavated.

8. For item at Sl. No. 1 to 6 data area necessary
for each partner of venture / Consortium.

In the case of Personnel at Sl. No. 1 and 2

Please give name, qualification present

Posting professional experience and

linguistic ability relevant to the project.

4.11. SCHEDULE 'D'

4.11.1. PLANT AND EQUIPMENT PROPOSED TO BE EMPLOYED BY
THE APPLICANT FOR USE ON THE WORK

<the details of equipments required for the project and available with
bidder>

4.12. SCHEDULE 'E'

4.12.1. Bidder's Experience

Company/Individual:

Experience : Geographical (To be given separately for each partner of
Joint Venture / Consortium)

Summary of experience of company in the neighbourhood project and /
or neighbouring states.

EXPERIENCE	RELEVANT PROJECTS COMPLETED	COMPANY
(To be given separately for each Partner of Joint Venture / Consortium)		

Please Fill information about the relevant projects completed over the
last six years

Employer	Name, Location & Type of Contract	Name of Engineer responsible for Supervision	Contract Price & Date (Rs. Lakhs)	Percentage of Participation of company in project	Was contract satisfactorily complete including time provision

Contract:

Company:

Experience : ALL PROJECTS IN PROGRESS (To be given separately for each partner of Joint Venture / Consortium)

Employer	Name, Location & Type of Contract	Name of Engineer responsible for Supervision	Contract Price & Date (Rs. Lakhs)	Percentage of Participation of company in project	Value of Work Completed & Certified	Percentage of Partial Completion	Scheduled date of completion

4.13. SCHEDULE 'F' – ADDITIONAL INFORMATION

(The applicant can add here any further information relevant to the evaluation of their pre-qualification bid)

Part VII- FORMS and DECLARATIONS

1. FORM OF TENDER

Name of Work:

To

The Governor of the State of Kerala

Sir,

1. I/We do hereby tender to execute the works enumerated in the Schedule accompanying in accordance with the terms in your tender Notification _____ date.....and specifications and conditions of contract in the bidding document.
2. Copy of the electronically signed specifications signed is also enclosed.
3. I/We further agree to complete the whole work in..... weeks/months from date of receipt of order to start work, and / or in the case of piece-works, maintain the minimum rate or progress specified in the Tender Schedule.
4. I/We do/do not agree to accept and carry out such portion of the work included in my/our tender as may be allotted to me /us if the whole work be not given to me/us.
5. In consideration I/We being registered as a Bidder in the Kerala PWD and invited to tender, I/We agree to keep the tender open for acceptance.....days from the date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to Government.
6. I/We agree that Arbitration shall not be a means of settlement of any disputes or claims arising out of the contract relating to the work.

A sum of Rs..... is hereby remitted online on the e-GP web site as Earnest Money. If I/We fail to keep the tender open as aforesaid or make any modifications in that terms and conditions of the tender which are not acceptable to Government.

OR

If after tender is accepted, I/We fail to execute the agreement as provided in clause ___ of tender notifications or to commence the execution of the work as provided in the conditions. I/We agree that the government shall , without

prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely and also recover from me/us the entire loss that may be caused to the Government by the retender or rearrangement of the work or otherwise under the provision of the Revenue Recovery Act or otherwise.

Acc:

- i. Tender Schedule (submitted with Financial Bid) :
- ii. Earnest Money Rs.....
- iii. Signed copy of full tender/bid documents:
- iv. Signed copy of drawings :

Nationality :

Signature

Full Name of Bidder:

Place of Residence:

2. PRELIMINARY AGREEMENT FORMAT

PRELIMINARY AGREEMENT

(To be executed on stamp per Rs.200/-)

Preliminary Agreement entered into on this
..... day of Two
thousand and between
.....<Tender Inviting Authority> for
and on behalf of the Governor of Kerala (hereinafter called for the Government) of
the one part and
Sri.....
.....
..... (here enter full
name and address of the Bidder) hereinafter called the Bidder of the other part for
the execution of the agreement as well as for the execution of the work
.....

.....
.....
WHEREAS the Government invited tenders for the work of as
.....
.....

.....(here enter name of the work) by Notification
No.....Datedin the
.....

I/We undersigned hereby offer to construct the proposed work in strict accordance with the contract/bid document for the consideration to be calculated in terms of the priced schedule of quantities.

I/We undertake to complete the whole of the works as per the attached schedule from the date of issue of intimation by you that our tender has been accepted and upon being permitted to enter site. I/We further undertake that on failure, subject to the conditions of the contract relating to extension of time, I/We shall pay agreed 'Liquidated Damages' for the period during which the work shall remain incomplete.

I/We hereby deposit with you as Earnest money Rs. ____ /- (Rupees ____)
[carrying no interest] by means of online payment in the e-GP web site of Kerala in favour of <tender inviting authority> and I/We agree that this sum shall be forfeited in the event of the Employer accepting my/our tender and I/We fail to take up the contract when called upon to do so as per clause ____ of the bid document.

I/We further agree for the deduction of 2.5% from the 'Interim Payment/RA Bill' and up to a maximum of 5% of the contract value towards the 'Security Deposit', which will be returned as per the relevant clauses in the agreement.

I/We will furnish the Performance Guarantee Bond as per the approved format, if our bid is accepted. Earnest money deposited shall be treated as security for the proper fulfilment of the same and shall execute an agreement for the work in the prescribed form. If I/We fails to do this or maintain a specified rate of progress (as specified in the Milestone details of contract data in the bid document), the earnest

money and security deposit shall be forfeited to Government and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default of the Bidder to pay the requisite deposit, sign contract or take possession of the work any loss to Government due to the same will be recovered from me/us as arrears of revenue, but should it be a saving to Government. I/We shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to us on this or any or other subsisting contracts or under the Revenue Recovery act or otherwise the Government may decide.

NOW THEREFOR IN THE PRESENCE OF WITNESS it is mutually agreed as follows.

- 1) The terms and conditions for the said contract having been stipulated in the said tender document and forms to which the I/We have agreed and a copy of which is here to be appended which forms the part of this agreement, it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extend to which they are abrogated or altered by express terms and conditions herein agreed to and in which respect the express provisions herein shall supersede those of said tender form.
- 2) The I/We hereby agreed and undertake to perform and fulfill all the operations and obligations connected with the execution of the said contractwork
..... (hereinafter the name of the work) if awarded in favour of the me/us.)
- 3) If the Bidder does not come forward and to execute the original agreement after the said work is awarded and selection notice issued in his favour or commits breach of any of the conditions of the contract as stipulated in clause of the notice inviting tenders as quoted above, within the period stipulated then the Government may rearrange the work other wise or get it done departmentally at the risk and the cost of the Bidder and the loss so sustained by the Government can be realized from the Bidder under the Revenue recovery Act as if arrears of land revenue as assessed quantified and fixed by an adjudicating authority consisting of the Secretary Public works) Chief Engineer Admn:) or any other officer

or officers authorized by Government in this behalf, taking into consideration the prevailing P.W.D rates and after giving due notice to the Bidder. The decision taken by such authority officer or officers shall be final and conclusive and shall be binding on the Bidder.

- 4) The Bidder further agrees that any amount found due to the Government under or by virtue of this agreement shall be recoverable from the Bidder from his EMD and his properties movable and immovable as arrears of Land Revenue under the provision of the Revenue Recovery Act for the time being in force or in any other manner as the Government may deem fit in this regard.
- 5) The Bidder further assures that it is clearly understood that the settlement of claims either by part bills or by final bills will be made only according to the availability of budget provision and allotment of funds made with the Divisional officer in charge of the work under the respective heads of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claims for interest or for damages whatsoever shall be made for the related settlement of claims of bills.

IN WITNESS THERE OF SRI.....

..... (here enter the name of the officers of the Department)

for on behalf of the Governor of Kerala State and

.....

.....

... the Bidder have set their hand on the day and year first above written

Signed by Sri.....(officer / Officers of Public Works Department)

In the presence of witnesses:

1.

2.

Signed and delivered by(Bidder) in the presence of

1.

2.

3. Format for Integrity Pact

(Certificate to be furnished by the bidder with the tender document downloaded from e-GP Web-site)

CERTIFICATE

I/We..... undertake that the tender submitted by us is downloaded from e-GP Website (www.etenders.kereala.gov.in) and is same in content and form (verbatim), and any deviation, if detected, at any stage, would entitle the Employer to reject our bidding/ offer without assigning any reason or recourse to any penal action and would be legally binding on us.

Signature.....(of tenderer)

Seal.....

4. Format for Affidavit

Non-Judicial Stamp Paper

AFFIDAVIT

I/We,
bidder/Partner/Legal Attorney/Accredited Representative of M/s
..... solemnly declare that:

1. I/We are submitting Tender for the Work
..... against Tender Notice No.....
dated

2. None of the Partners of our firm is relative of employee of (Name of the Employer) who is involved with the arrangement and execution of this work.
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
5. I/we undertake to deploy all plant and machinery, tools and tackles, man and materials etc. as required for execution of the work.
6. I/We hereby declare that I/We have perused in detail and examined closely the Central Public Works Department Specifications, Kerala PWD Manual, Kerala PWD Quality Manual and Laboratory Manual, before I/We submit the tender/ bid and I/We agree to be bound by and comply with all such specifications and requirements.
7. If any information and document submitted is found to be false/incorrect at any time, department may cancel my/our Tender and action as deemed fit may be taken against us, including termination of contract, forfeiture of all dues including Earnest Money, revoking of Bank Guarantees and banning/delisting of our firm and all partners of the firm etc.

Signature of the Tenderer,

Seal of Notary

.....

Dated

5. Form of Performance Security (Guarantee) by Bank

- 1) This deed of Guarantee made on the day of (month & year) between Bank of..... (hereinafter called the “Bank”) represented by _____(name of authorised signatory) of the one part, and the

<tender inviting authority> (hereinafter called “the Employer”) represented by _____(name) of the other part.

2) Whereas Employer has awarded the contract for (Name of work as per Notice Inviting Tender) (hereinafter called the contract) to (Name of the Contractor) hereinafter called the “Contractor”.

3) AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of `.....(Amount in figures and words).

4) Now we the Undersigned (Name of the Bank and Branch) being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of `..... (Amount in figures and Words) as stated above.

5) After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay and demur and without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6) This Guarantee is valid till (valid till 28(twenty-eight) days from the completion of defects liability period as per clause ____ of bidding document).

7) At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

8) The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

9) The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.

10) The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

11) Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed(Rupees.....)

b) This Bank Guarantee shall be valid up to

IN WITNESS WHEREOF I/We of the bank have signed and sealed this guarantee on the day of (Month & year) being herewith duly authorized.

For and on behalf of the..... Bank.

Signature of Authorized Bank official

Name :

Designation :

Stamp/Seal of the Bank :

Signed, sealed and delivered for and on behalf of the Bank by the above named
..... in the presence of :

Witness 1.

Witness 2.

Signature Signature

Name Name

Address Address

6. Requisition Form for e-Payment

Requisition for e-Payment

[To be attached with tender form as per G.O (P) No.06/2012/PWD dated
10/01/2012]

Certified that I am having a Savings / Current Account in <Name of Bank> at
<Name of Branch> with IFSC Code _____

The Account Number is: _____

I wish to receive all payments in this account through NEFT and RTGS systems, as
the case may be, for all payments relating to this work.

Name of Bidder

Place: _____

Date: _____

7. SAMPLE GUARANTEE BOND for termite-proof/water and leak-proof work.

This AGREEMENT made this day oftwo thousand.....between M/s (Hereinafter called the Guarantor/Contractor of the one part) and the..... (Employer on behalf of the Hon. Governor of Kerala hereinafter called the Government of the other part).

WHEREAS this agreement is supplementary to the contract (hereinafter called the Contract) dated made between the Guarantor of the one part and the Employer of the other part, whereby the Contractor, inter alia, undertook to render the buildings and structures in the said Contract recited, completely termite-proof/water and leak-proof.

AND WHEREAS the Guarantor agreed to give a guarantee to the effect that the said structure will remain termite-proof for ten years to be reckoned from the date after the maintenance period prescribed in the contract expires.

During this period of guarantee the Guarantor shall make good all defects and for that matter, shall replace at his risk and cost such wooden members as may be damaged by termites, and in case of any other defect being found he shall render the building waterproof/termite-proof at his cost to the satisfaction of the Engineer-in-charge, and shall commence the works of such rectification within seven days from date of issuing notice from the Engineer-in-charge/Competent authority calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other Contractor at the Guarantor's cost and risk, and in the later case the decision of the Engineer-in-charge as to the cost recoverable from the Guarantor shall be final and binding.

That if the Guarantor fails to execute the waterproofing/anti-termite treatment or commits breaches hereunder then the Guarantor will indemnify principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of this supplemental agreement. As to the amount of loss and/or damage and/or cost incurred by the Government, the decision of the Engineer-in-charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligor
..... and by

..... for and on behalf of the Governor of Kerala on the day,
month and year first above written.

Signed, sealed and delivered by OBLIGOR in the presence of witnesses

1.

2.

Signed for and on behalf of THE GOVERNOR OF KERALA by
..... in the presence of witnesses

1.

2.

8. Format for MoU for Consortium

FORMAT OF MEMORANDUM OF UNDERSTANDING WITH ASSOCIATE(s)

(Format for the MoU between the Bidder i.e. Lead Member & its Associate(s)
and to be submitted along with the Bid by the Bidder)

(To be executed on Non-Judicial Stamp Paper of appropriate value)

Memorandum of Understanding

Name of Work :

Ref : NIT No.....

We, M/s (Name & Address of the Bidder i.e
Lead Member) and (i) M/s, (ii) M/s
And (iii) M/s * (Names and addresses of the Associate
/ Consortium partner) have formed a Consortium for the subject work and
hereby undertake:

1. to be held jointly and severally responsible for the subject work as well as
performance of the Contract.

2. that M/s (Bidder / Associate or Consortium
partners)* have the experience as prime contractor for construction of the
work whose details are given hereafter.

<name of work>

Name of Bidder / Associate (Consortium) partners:

Sl.No	Name of similar Works	Details of work	Date of start and complete	Details of customer	Remarks
1					
2					
3					

(The Bidder as well as each Associate / Consortium Partner with experience as prime contractor for the work as mentioned in this clause shall furnish their details separately).

3. that M/s shall be the Lead Member for this Associate / Consortium.

4. that M/s (name of the Bidder i.e. Lead Member) has associated with (i) M/s (ii) M/s and (iii) M/s * (name of Associate or Consortium partners) for the subject work as per their role, tenure & % share in association, given hereafter:

Sl.No	Name of Bidder (LM) & Associate / Consortium partners	Role of Bidder/ Associate/ Consortium partners	Tenure of Association**	% share in Association
1	M/s (Bidder / LM) Financial & technical qualification For entire period			
2	M/s(Associate (s) Financial & technical qualification			

5. that M/s (Bidder i.e. Lead Member) have formed consortium with (i) M/s & (ii) M/s (names of Associate / Consortium partners) having collective experience towards Technical & Financial Qualification as per the relevant clauses of NIT. We hereby undertake that this MoU followed by JDU as per the provision of the Bid Document shall remain valid for the tenure of association as specified at para 4.0 of this MoU.

6. that M/s (Bidder i.e. Lead Member) shall furnish the Joint Deed of Undertaking (JDU) duly executed between the Bidder and

the Associate(s) as per the format given in the NIT by the date specified by the Employer.

7. that this MoU shall valid till a valid JDU is submitted.

8. that the above MoU shall governed by substantive and procedural laws in India.

For and on behalf of:
(the Lead Member of Associate / Consortium)

Signature:
(the Authorized Signatory)

Name of the Signatory:

Designation:

Company's Stamp / Seal:

For and on behalf of: (i) (ii) (iii)
(the Associate)

Signature: (i) (ii) (iii)
(the authorized Signatory)

Name of the Signatory: (i) (ii) (iii)
.....

Designation: (i) (ii) (iii)

Company's Stamp / Seal:

Witness (1): Witness (2):

Signature: Signature:

Name: Name:

Official Address: Official Address:

Date:

Place:

Sign and seal of Notary with date

* Strike out which is not applicable

** Association / Consortium formed for execution of this subject work will be effective from the date of signing of the Contract.

9. Format for JDU for Consortium

PROFORMA OF JOINT DEED OF UNDERTAKING (JDU) TO BE JOINTLY
EXECUTED BY THE BIDDER i.e. LEAD MEMBER AND HIS ASSOCIATE(S)
(on the strength of other associate(s) collectively meeting both the Technical
& Financial Qualification Requirement as per NIT)
(TO BE FURNISHED IN NON-JUDICIAL STAMP PAPER OF APPROPRIATE
VALUE IN ACCORDANCE WITH STAMP ACT)

[To be submitted before signing of the Contract by the Bidder i.e. Lead Member]

This JOINT DEED OF UNDERTAKING (JDU) executed on this day of (month two thousand.....(year) by M/s..... (Legal Status) having its(registered/principal/head etc.*) office at(address of the Bidder) hereinafter called “the Bidder” i.e. Lead Member (LM), which expression shall unless repugnant to the context or meaning thereof, include its successors-in-interest, administrators, executors and permitted assigns and M/s..... (Legal Status) registered under the Act, having its/ their(registered/principal/head etc.*) office at (1)..... (2)..... hereinafter called “the Associate” which expression shall unless repugnant to the context or meaning thereof, include its/their successors-in-interest, administrators, executors and permitted assigns in favour of the <tender inviting authority>(hereinafter called “Employer” which expression shall unless repugnant to the context or meaning thereof, include its successors in interest, administrators, executors and assigns).

WHEREAS the Employer has invited **<name of work>** vide its NIT No..... dt.

AND WHEREAS, M/s.....(the Bidder/LM) has submitted its Proposal bearing Ref. No.....dated..... based on MoU dated..... in association with M/s....., and this Deed of Joint Undertaking under these presents and the proposal, in accordance with the requirements of NIT, have been signed jointly by us.

AND WHEREAS, M/s.....(the Bidder/LM) has requisite collective experience as prime contractor , of Technical / Financial Qualification Requirement of of NIT with associates 1) M/s -----2) M/s -----and is entitled to bid (ii) under associates / Consortium Route of as the Bidder and thus after association, the Bidder & his Associate(s) collectively meet the requirements for **<name of work>**as per the Qualifying Requirements of Instructions to Bidders of NIT. The said Bidder (LM) and its Associate(s) hereby furnish an undertaking that they shall be held jointly and severally responsible and bound unto Owner for **<name of work>**as well as performance of the Contract for the period for which the association has entered into this JDU,

fully meeting the parameters guaranteed for the above work as per the bidding documents/ specifications including furnishing Financial Securities, in the event the Proposal is accepted by the Employer, resulting in a Contract (hereinafter called the “Contract”).

The role, tenure & % share of the members of the Association/Consortium is as given hereafter:

Sl.No	Name of Bidder (LM) & Associate / Consortium partners	Role of Bidder/ Associate/ Consortium partners	Tenure of Association**	% share in Association
1	M/s (Bidder / LM) Financial & technical qualification For entire period			
2	M/s(Associate (s) Financial & technical qualification			

NOW THEREFORE, THIS DEED Witnesses as Under:

1. That in consideration of the Award of the Contract by the Employer to M/s..... (the Bidder i.e LM), we, the aforesaid Bidder (LM) and the Associate(s), will jointly and severally be responsible in accordance with the Contract to Owner for successful Construction of the work for **<name of work>** as well as performance of the Contract, fully meeting the guaranteed parameters required as per the Contract Specification.

2.0 The Bidder (LM) along with the Associate(s) shall have responsibility of the work of **<name of work>**for entire term of the contract.

2.1 Without prejudice to the generally of the undertaking in paragraph 1.0 above, the manner of achieving the objective set-forth in paragraph 1.0 above shall be as follows:

a) M/s..... (name of the Lead Member / Associate(s) having Technical Qualification Requirement as per the Instructions to Bidders shall

be required to furnish the details and to advise and provide necessary technical assistance to M/s..... (the Bidder i.e. LM) for the work for **<name of work>**, their quality surveillance during construction, Erection, Installation & commissioning and performance of the subject work. Lead Member / All such Associate (s) further shall depute their technical experts from time to time to the project site to facilitate successful performance for the work of for **<name of work>**, as stipulated in the aforesaid Bidding Documents. Other Associate(s) shall also render all the assistance during the period of contract.

b) The Lead Member / Associate(s) will be responsible to deliver the work of for **<name of work>**, in accordance with the Bidder's consent.

c) In the event, the Lead Member / Associate(s) and the Bidder (LM) fail to demonstrate successful performance of the work of for **<name of work>**, as set forth in the Bidding Documents, the Associate(s) and the Bidder (LM) will be jointly responsible for taking proper corrective measures.

d) Implementation of the corrected design and all other necessary corrective repairs, replacements or modifications to the work of for **<name of work>**, if required, shall be the joint responsibility of the Associate(s) & the Bidder (LM). e) The Lead Member / Associate(s) will be fully responsible for the quality of all the works/ components manufactured at its works or at its Vendor's works and, if necessary, their repair or replacement, for incorporation in the work of for **<name of work>**, and timely completion as per the Contract.

f) However, the Lead Member / Associate(s) having the qualification requirement in terms of of Instructions to Bidders of NIT, shall have exclusive responsibility for the work of for **<name of work>**, as per the tenure specified in this JDU.

2.2 We, the Bidder(LM) and the Associate(s) are fully aware that for non-fulfillment of any of the obligations either towards **<name of work>**, the Employer is free to take up the matter either with the Lead Member and/ or any or all of the Associate(s) as per the Employer's convenience.

3.0 This Joint Deed of Undertaking shall be construed and interpreted in accordance with the Laws of India. The High Court of Kerala shall have exclusive jurisdiction in all matters arising there under.

4.0 We, the Bidder (LM) and the Associate(s), undertake not to revoke this Undertaking for the full term of the Contract and further stipulate that the undertaking herein contained shall terminate upon satisfactory completion of such period or the subject work.

5.0 In case of award, the Bidder (LM) & his Associate(s) shall furnish a Financial Security in favour of the Owner from any reputed commercial bank as indicated in the NIT. The value of such Financial Security Contract Performance Guarantee shall be guaranteed towards the faithful performance/ compliance of this Joint Deed of Undertaking in accordance

with the terms & conditions specified herein. The guarantee shall be unconditional, irrevocable and valid as stipulated under the Contract. The guarantee amount shall be payable to Owner on demand without any demur, reservation, protest or contest.

6.0 That this Deed will form an integral part of the Contract awarded to the Bidder (LM) on acceptance of its Proposal and shall be operative from the date of the Contract coming into force.

IN WITNESS WHERE OF, the Associate(s) and the Bidder (LM) have, through their authorized representatives, set their hands and seal on the day, month and year first mentioned above.

BIDDER

For and on behalf of M/s.....(name of the Bidder/LM)

Signature.....

(the Authorized Signatory)

Name of the Signatory.....

Designation.....

Bidder's Stamp/Seal

WITNEESS (1) WITNEESS (2)

Signature.....

Signature.....

Name..... Name.....

Official Address..... Official Address.....

ASSOCIATE(S)

For and on behalf of M/s.....

(Name of the Associates)

Signature M/s.....

(Authorized Signatory)

Name of the Signatory

Designation

Company's Stamp/Seal

WITNEESS (1) WITNEESS (2)

Signature.....

Signature.....

Name..... Name.....

Official Address..... Official Address.....

Sign and seal of Notary with date

* Association/Consortium formed for execution of this subject work will be effective from the date of signing of the Contract.

Part VIII- DRAWINGS

DRAFT