

KERALA RURAL WATER SUPPLY AND SANITATION AGENCY (KRWSA)

**Name of work** : Conversion of 9 Openwell into Drinking WaterSource in Vathikudy,Nedumkandam,Rajakkadu under Package5 in Idukki District

**E-TENDER No:** KRWSA/RPMU/IDKI/SUS/TEN/OWR/05/2023-24

**DUE DATE: 05.00 PM on 17-07-2024**

NOTICE INVITING TENDER

**REGIONAL PROJECT DIRECTOR**

**KERALA RURAL WATER SUPPLY AND SANITATION AGENCY (KRWSA)**

REGIONAL PROJECT MANAGEMENT UNIT MATHA ARCADE, THODUPUZHA, IDUKKI KERALA STATE

TEL. NO: 04862 220445, 220507

Contents

Part I- INSTRUCTIONSTOTHE BIDDERS

Part II-GENERALCONDITIONS OF CONTRACT Part III- SPECIALCONDITIONS OF CONTRACT PartIV-CONTRACTDATA

Part V-TECHNICALSPECIFICATIONS Part VI- FORMSandDECLARATIONS Part VII-DRAWINGS

**OFFICE OF THE REGIONAL PROJECT DIRECTOR KERALA RURAL WATER SUPPLY AND SANITATION AGENCY**

**Regional Project Management Unit,Thodupuzha,Idukki - 685584 Tel-04862 220445, 220507, Email** [**rpmuidukki@gmail.com**](mailto:rpmuidukki@gmail.com)

**E-TENDERNOTICE**

No. KRWSA/RPMU/IDKI/SUS/TEN/OWR/05/2023-24 Dated: 08.07.2024

The Regional Project Director, Kerala Rural Water Supply and Sanitation Agency, Regional Project Management Unit,Idukkiinvitessealedcompetitive tenders (E-Tender) in electronic mode in ONElevelsystemforthe work detailed below from the contractors having valid and eligible A,B,C&Dclassregistration from KPWD/KWA/KRWSA/CPWD/LSGD and Government institutions.

ThetenderisinvitedinOne coversystemfromthe registeredandeligible firmsthroughe- procurement portalof Government ofKerala(https://www .etenders.kerala.gov.in). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentionede-procurementportal at free of cost.

The tender timeline isavailableinthecriticaldate section of thistenderpublishedin [www.etenders.kerala.gov.i](http://www.etenders.kerala.gov.in/)n.Thebrief detailsoftenderareasfollows.

|  |  |
| --- | --- |
| Tender No | KRWSA/RPMU/IDKI/SUS/TEN/OWR/05/2023-24 |
| NameofProject | Conversion of 9 Nos Open well into Protected and sustainable Drinking WaterSource in Vathikudy,Nedumkandam,Rajakkadu under Package 5 in Idukki District |
| Nameofwork | Conversion of 9 Nos Open well into Protected and sustainable Drinking WaterSource in Vathikudy,Nedumkandam,Rajakkadu under Package 5 in Idukki District |
| ProbableAmountofContract: | Rs-577091(Tendered PAC) |
| SaleofTenderDocuments | Documents are available in the site [www.etenders.kerala.gov.inf](http://www.etenders.kerala.gov.in/)orfreedownload |
| Tenderformsreceivedby | Regional Project Director, KRWSA,Regional Project Management Unit, KRWSA, Matha Arcade, Thodupuzha, Idukki |
| TenderFee: | Rs.1200/- + GST (GST is to be remitted by the bidder) |
| EMD: | Rs.14500/- |
| Mode of payment (Tender F e e &EMD) | OnlinePayment |
| Clarification regarding bid | All clarifications sought up to 03.00pm on 17.07.2024 will be answered through telephonic/email (Phone: 04862 220445, 220507 rpmuidukki@gmail.com). |
| Corrigendum | Corrigendumifany willbepublishedin[www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in/) |
| Tender submission | 17.07.2024 up to 05.00 PM |
| Tender opening | 19.07.2024 at 11.00 AM |
| ValidityofBid(Firmperiod) | 90days from the date of opening the tender |
| Placeofexecutionofagreement | Regional Project Management Unit, KRWSA,Matha Arcade, Thodupuzha,Idukki |
| Place of execution of work | Vathikudy,Nedumkandam,Rajakkadu GramaPanchayaths in Idukki District |
| Periodofcompletionofwork | **ThreeMonths**fromdateofagreement. |

Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the e- Government Procurement (e-GP) Website [www.etenders.kerala.gov.in.](http://www.etenders.kerala.gov.in/) All bid documents are to besubmittedonlineonlyandinthedesignatedcover(s)/envelope(s)onthee-GPwebsite.Tenders/bids shall be accepted only through online mode on the e-GP website and no manual submission ofthe same shall be entertained. Late tenders will not be accepted. A bid submission fee shall beremittedonlineduringthetimeofbidsubmission.

The hard copies of certificates and documents, as detailed in clause4.4 of Part-I Instructions to the Bidders, shall be submitted subsequently after online submission of bids in a separate cover byregistered post/speed post before the date and time of opening of technical bid.

Price Bid shall only be submitted through online. Details regarding remittance of Bid SubmissionFeeandBidSecurity,Bidpreparationandsubmissionarementionedinthebiddocument.

The bids shall be opened online on 19.07.2024 at 11:00 AM at the office of the Regional Project Director, KRWSA, RPMU Idukki, Matha Shopping Complex, Thodupuzha in the presence of the Bidders /theirauthorized representatives who wish to attend at the above address. If the tender opening datehappens to be on a holiday or non-working day due to any other valid reason, the tender openingprocesswillbedoneonthenextworkingdayatsametimeandplace.

Online Tenders/bids are to be accompanied with apreliminary agreement executed in Kerala stamp paper worthRs.200/-.Tenders/bids received online without the details mentioned in clause 4.4 of Part-I Instructions to the Bidders will not be considered and shall be summarily rejected.

Interested bidders can get further details regarding the work from the office of the KRWSA, REGIONAL PROJECT MANAGEMENT UNIT, MATHA ARCADE, THODUPUZHA, IDUKKI - 685584.

All other existing conditions related to bidding in force in the Kerala Public Works Department willbe applicable in this tender also unless expressly defined in the bidding document. The TenderInviting Authority/Employer shall not be responsible for any failure, malfunction or breakdown ofthe electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.Details required for e-payment (Details of bank account having core bankingfacilityandemailaddressofthebidder)shallbefurnishedalongwiththetender.Tendersnotacco mpanied by these details will be rejected. All subsequent Government orders connected totendersandanyrevisionintheratesoftaxeswouldalsobeapplicabletothistender.

The Regional Project Director, KRWSA, RPMU Idukki,reserves the right toacceptorrejectanyoralltenderswithoutassigninganyreasonthereof.

AllotherrelevantrulesfollowedbyKRWSAshallbeapplicable.

Regional Project Director, KRWSA, Idukki

1. GENERAL

# PartI-INSTRUCTIONSTOTHEBIDDERS

Electronic tenders are invited for and on behalf of theBG Federation Vathikudy,Nedumkandam,Rajakkadu grama panchayat **registeredcontractors(A,B,C& D as per PWD Manual 2012)**for the work of Conversion of 9 Nos Open well into Protected and sustainable Drinking WaterSource in Vathikudy,Nedumkandam,Rajakkadu under Package 5 in Idukki District

The terms 'in writing' means communicated in written form anddeliveredagainstreceipt;

* 1. except where the context requires otherwise, words indicatingthe singular also include the plural and words indicating theplural also include the singular; and any reference to masculinegender shall whenever required include feminine gender andviceversa.
  2. “day”meanscalendarday.
  3. Theterms“bid”and“tender”andtheirderivatives“Bidder/te nderer,bid/tender,bidding/tenderingetc.,”aresynonymou s.
  4. Theterm“Employer”shall meanKRWSAwillcarryoutitsfunctionsandobligationsthrough officerswhohavebeendelegatedpowersforthesame.
  5. The“TenderInvitingAuthority”,“AcceptingAuthority”andthe“ AgreementAuthority”meanstheofficerwhohasinvitedandrec eivedbidsfortheWorkandhasexecutedagreementforexecutio nonbehalfoftheEmployer.TheTenderInvitingAuthority,Accep tingAuthority and

theAgreementAuthorityshallbeoneandthesamepersonunless otherwisespecified.

* 1. “Contract Price” means price approved by the Employer afterbidding and stated in the Letter of Acceptance and thereafter asadjustedinaccordancewiththeprovisionsoftheContract.

Thebidinvitedshallbeofitemratecontract. Themode of this tenderis e-tender.

Sourceoffunds

The expenditure on this Work will be met from the Plan/~~Non~~ ~~plan~~allocation of State Government.

EligibleBidders

ABiddershallbearegisteredcontractorKWA/KRWSA/ KPWD/CentralPWD/OtherCentralorStateGovernmentDepart ments,StateorCentralPublicSectorUndertakingsetchave experience in execution of similar worksintherequiredcategoryasspecifiedintheNIT.

Only those bidders having a valid and active registration, on thedateofbidsubmission,shallsubmitbidsonlineonthee-GPwebsite. Ineligiblebidderorbidderswhodonotpossesvalid&activeregistration,on thedateofbidsubmission,arestrictlyadvisedtorefrainthemselvesfrompa rticipatinginthistender.

All Bidders are required to register in the e-procurement portal.TheBidderintendingtoparticipateinthebidisrequiredtoregist erin the e-tenders portal using his/her Login ID and attach his/hervalidDigitalSignatureCertificate(DSC)to his/her unique LoginID. He/ She has to submit the relevant information as asked forabout the firm/contractor. The bidders, who submit their bids forthistenderafterdigitallysigningusingtheirDigitalSignatureCertific ate(DSC),acceptthattheyhaveclearlyunderstoodandagreedtheterms andconditionsincludingalltheForms/Annexureofthistender.

Afirm/biddershallsubmitonlyone bidin the same biddingprocess.ABidder(eitherasafirmor as an individual or as apartner of a firm) who submits or participates in more than one bidwillcausealltheproposalsinwhichtheBidderhasparticipatedtobedis qualified.

CostofBidding

Thebiddershallbearallcostsassociatedwiththepreparation&submissio nofbidsandsitevisits,andtheEmployerwillinnocaseberesponsibleorliab le for those costs, regardless of the conductoroutcomeofthebiddingprocess.

The tender document(s), may be downloaded free of cost from thee-Government Procurement (e-GP) website(www.etenders.kerala.gov.in).Howeverabidsubmissionfee,a smentioned in the NIT, is required to be submitted along with theonlinebid.

SiteVisit

The bidder is advised to visit and examine the Site of Works and itssurroundingsandobtainforitselfonitsownresponsibilityallinformatio nthatmaybenecessaryforpreparing thebid andenteringintoacontractforconstructionoftheWorks.Heshallexamine the site condition and satisfy himself of the availability ofmaterialsatnearbyplaces,difficultieswhichmayariseduringexecution before submitting the bids.The costs of visiting the Siteshallbeatthebidder’sownexpense.

Thebidderandanyofhispersonneloragentswillbegrantedpermissionbyt heEmployerto enter upon its premises and landsforthepurposeofsuchvisit,butonly upon the express conditionthatthebidder,hispersonneloragentswillreleaseandindemnif y

theEmployeranditspersonnelandagentsfromandagainstallliabilityinre spectthereof,andwillberesponsiblefordeathorpersonal injury, loss of or damage to property, and any other loss,damage,costs,andexpensesincurredasaresultoftheinspection.

Gettinginformationfromwebportal

Allprospectivebiddersare expected to see all informationregarding submission of bid for the Work published in the e tenderwebsiteduringtheperiodfromthe date of publication of NIT fortheWorkanduptothelastdate and time for submission of bid.Nonobservanceofinformation published in the website shall notbeentertainedasareasonforanyclaimor dispute regarding atenderatanystage.

All bids shall be submitted online on the e-GP website only in therelevant envelope(s)/ cover(s), as per the type of tender. No manualsubmissionofbidsshallbeentertainedforthetenderspublishedth roughe-GPsystemunderanycircumstances.

The e-GP system shall not allow submission of bids online after thestipulateddate&time.Thebidder is advised to submit the bidswell before the stipulated date & time to avoid any kind of networkissues,trafficcongestion,etc.In this regard, the department shallnotberesponsibleforanykindofsuchissuesfacedbybidder.

1. BiddingDocuments

ContentofBiddingDocuments Thebiddingdocumentsshallconsistsofthefollowingunlessotherwise specified

* 1. NoticeInvitingTender(NIT)
  2. InstructionstoBidders
  3. GeneralandspecialConditionsofContract
  4. TechnicalSpecifications
  5. FormofBid,AppendixtoBid,Preliminaryagreementformat
  6. BillofQuantities
  7. Drawings TheBidderisrequiredtologintothee-

procurementportalanddownloadthelisteddocumentsfromthewebsitea

s mentioned

inNIT.Heshallsaveitinhissystemandundertakethenecessarypreparator yworkoff- lineanduploadthecompletedbidathisconveniencebeforetheclosingdate andtimeofsubmission.

Thebidderisexpectedtoexaminecarefullyallinstructions,Conditions ofContract,ContractData,Forms,Terms,TechnicalSpecifications,Billo fQuantities,AnnexureandDrawingsinthe

BidDocument.FailuretocomplywiththerequirementsofBidDocumentsh allbeattheBidder’sownrisk.

ClarificationofBiddingDocuments Aprospectivebidderrequiringanyclarificationofthebiddingdocumentssh allcontact the office of the Tender Inviting Authorityonanyworkingdaybetween10amand5pm.

In case the clarification sought necessitates modification of the biddocuments,beingunavoidable,theTenderInviting Authority mayeffecttherequiredmodificationandpublishtheminthewebsitethrough corrigendumin pursuance to clause 2.3 of this biddocument.

Amendmenttobiddingdocuments Beforethedeadlineforsubmissionofbids,theTenderInvitingAuthority maymodifythebiddingdocumentbyissuingaddenda.

Anyaddendumthusissuedshall bea part of the biddingdocumentswhichwillbepublishedinthe e-tender website. TheTender Inviting Authority will not be responsible for the prospectivebiddersnotviewingthewebsiteintime.

Iftheaddendumthus published does involves major changes inthescopeofwork,theTenderInvitingAuthoritymayathisowndiscretion,e xtendthedeadlineforsubmissionofbidsforasuitableperiod to enable prospective bidders to take reasonable time for bidpreparationtakingintoaccounttheaddendumpublished.

1. PreparationofBids

LanguageoftheBid AlldocumentsrelatingtothebidshallbeintheEnglishlanguage. DocumentsComprisingtheBid

Theonlinebidsubmittedbythebiddershallcomprisethefollowing

* 1. Detailsrequiredfore-payment (Details of bank accounthavingcorebankingfacilityande- mailaddressofthecontractor)intheprescribedformat.
  2. Online payment of bid submission fee as detailed in the e- tenderwebsite.
  3. BidSecuritypaymentdetails.
  4. CopyofRegistrationCertificatedulyattested.
  5. Dulysignedpreliminaryagreement.
  6. PricedBillofQuantities.

The relevantCPWD/MoRTH specifications and BIS/IS codes andthe relevant sections of the National Building Code, PWD Manual,KRWSA/KWA/PWDQualityControlManualshall be considered as part of this bid documentsthoughindividualcopiesarenotattachedalongwiththebiddo cuments.

Biddersshallnotmakeanyaddition,deletionorcorrectioninanyofthebiddoc uments.Iftamperingofdocumentsisnoticedduringtenderevaluation,thebi dwillberejectedandthebidderwillbeblacklisted.

BidPrices

The Bidder shall bid for the whole work as described in the Bill ofQuantities.

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

The rates quoted by the Bidder shall include cost of all materialsandconveyance,labourcharges,hirechargesofplantandmachi nery, overheads and all incidental charges for execution of thecontract. The rate quoted shall also include all statutory taxes except GST as onthe date of submission of the tender and such taxes shall be paid bythecontractor.

ThequotedratesshallalsoincludeexpensestowardsallQualityControltests (firsttier) prescribedin the Quality ControlManualtobedoneatGovernmentapprovedinstitutions.

Purchasetax,turnovertaxoranyothertaxapplicableexceptservicetaxshallb epayablebytheContractorinrespect of this contract and Government will not entertain any claimwhatsoever in respect of the same. However, in respect of service tax,whereverlegallyapplicablethesameshallbepaidbythecontractorto the concerned department on demand and it will be reimbursed tohimbytheEmployeronproductionofreceipts/vouchersandaftersatisfyi ngthatithasbeenactuallyandgenuinely paidbythecontractor.

All taxes, royalty, octroi and other levies payable by the contractorunderthecontract,orforanyother cause as of the date 28 dayspriortothedeadlineforsubmissionofbidsshallbeincludedintherates,p ricesandtotalofbidprice.Thebidpricesshallalsocaterforanychangeintaxpa tternduringthetenureofwork.

No material will beissued by thedepartment for executing this work The rates and prices quoted by the bidder shall remain firm during the entire period of contract.

CurrenciesofBidandPayment

The currency of bid and payment shall be quoted by the bidderentirelyinIndianRupees.AllpaymentsshallbemadeinIndianRup eesonly.

BidValidity

Bids shall remain valid for the period of 90(ninety) days from thedate of opening of the bid as specified in the NIT. A bid valid for ashorter period shallberejectedbytheEmployer as non responsive.

Inexceptionalcircumstances,priortoexpiryoftheoriginalbidvalidityperio d,theTenderingAuthoritymayrequestthebidderstoextendtheperiodofvali dityforaspecifiedadditionalperiod.Therequestandtheresponsestheretos

hallbemadeinwriting orbyemail.Abiddermayrefusetherequestwithout forfeiting its

bidsecurity.Abidderagreeingtotherequestwillnotberequiredorpermitted to modifyits bid, but will be required to extend the validityofitsbidsecurity fortheperiodof theextension and in compliancewithClause3.6inallrespects.

BidSecurity

The Bidder shall furnish, as part of his Bid, a Bid Security (EMD)for anamountasdetailedintheNoticeInvitingTender(NIT).Foretenders,Bi ddersshallremittheBidSecurityusingtheonline paymentoptions of e- Procurement system only. Bidders are advised to visitthe“Downloads”sectionofe- Procurementwebsite[www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in/) for State Bank of Travancore or by usingNEFT facility. Bidders opting for NEFT facility of online payment areadvised to exercise this option at least 48 hours before the last dateof bid submission to ensure that payment towards Bid Security iscreditedandaconfirmationisreflectedinthee- Procurementsystem.The online NEFT remittance form provided by e- Procurement systemformakingaNEFTtransactionisnotapaymentconfirmation.KRW SA/NIC/SBT/KSITM shall not be responsible for any kind of delayinpaymentstatusconfirmation.

Any Bid not accompanied by an acceptable Bid Security shall berejectedbytheEmployerasnon-responsive.

TheBidSecurityof theunsuccessful Bidder shall becomerefundableaspromptlyaspossibleafteropeningofPriceBidandfinal izationofthetender.

TheBidSecurityofthesuccessfulBidderwillbedischargedwhentheBidderh asfurnishedtherequiredPerformanceGuaranteeandsignedtheAgreement.

TheBidSecuritymaybeforfeited:

1. iftheBidderwithdrawstheBidafterBidopeningduringtheperiodofB idvalidityincludingextendedperiodofvalidity;or
2. ifanymodificationiseffectedtothetenderdocumentsor
3. inthecase of a successful Bidder, if the Bidder fails withinthespecifiedtimelimitto:
   1. signtheAgreement;or
   2. FurnishtherequiredPerformanceGuaranteeor
   3. If the bidder fails to convince the Employer aboutthereasonabilityofhis bid prices in the case ofanunbalancedbid.
4. Insuchcasesthe work shall be rearranged at the risk andcostoftheselectedbidder.

The Bid Security deposited with the Employer will not carryanyinterest.

Bidsubmissionfee Foretenders,themodeofremittanceofBidsubmissionfee(Tender Fee)

shall be the same as detailed for remitting Bid Security.For e tenders, Bidders shall remit the Tender fee using the onlinepayment options of e-Procurement system only. Bidders are advisedtovisitthe“Downloads”sectionofe- Procurementwebsite[www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in/) for State Bank of Travancore or by usingNEFT facility. Bidders opting for NEFT facility of online payment areadvised to exercise this option at least 48 hours before the last dateof bid submission to ensure that payment towards Bid SubmissionFee is credited and a confirmation is reflected in the e-Procurementsystem. The online NEFT remittance form provided by e- ProcurementsystemformakingaNEFTtransactionisnotapaymentconfir mation. KRWSA/NIC/SBT/KSITM shall not be responsible for anykindofdelayinpaymentstatusconfirmation.

Any bid not accompanied by the Tender Fee as notified shall berejectedbytheEmployerasnonresponsive.

TenderFeeremittedwillnotberefunded.

Alterationsandadditions

The bid shall contain no alterations or additions, except those tocomplywithinstructionsissuedbyEmployer,orasnecessarytocorrect errors made by the bidder, in which case such correctionsshallbeinitialledbythepersonorpersonssigningthebid.

The bidder shall not attach any conditions of his own to the Bid.The Bid price must be based on the tender documents. The bidder isnot required to present alternative construction options and he shallusewithoutexceptiontheBillsofQuantitiesasprovided,withthe

amendmentsasnotifiedintendernotices,ifany,forthecalculationof his tender price. Any bidder who fails to comply with this clausewillbedisqualified.

1. SubmissionofBids

AlldocumentsoftheBidasrequiredshallbetypedorwritten inindelible ink and shall be signed by the bidder or person duly authorisedtosignonbehalfoftheBidder.

In the event of the tender being submitted by a partnership firm, it mustbesignedbytheleadpartnerholdingavalidpower- ofattorneyauthorizinghimtodoso,suchpowerofattorneytobeproducedwit hthetender,anditmustdisclosethatthefirmisdulyregisteredundertheIndia nPartnershipAct,1952.

The Bidder shall submit their bid online only through the e-GP web siteof Kerala(www.etenders.kerela.gov.in) as per the procedure laid down fore-submission as detailed in the web site. For e tenders, the bidders shalldownload the tender documents including the Bill of Quantity (BoQ)

filefromtheetenderingportal[http://www.](http://www/)etenders.kerala.gov.in.TheBidd ershallfillupthedocumentsandsubmitthesameonlineusingtheir Digital Signature Certificate. On successful submission of bids, asystem

generated receipt can be downloaded by the bidder for futurereference.Copiesofallcertificatesanddocumentsshallbeuploadedwh ilesubmittingthetenderonline.Thefollowingscannedcopiesofdocumentsa retobesubmittedonlineasrequiredbythee-tendersportal.

CopyofremittancetowardsbidsubmissionfeeandBidSecurity.

SelfattestedCopyofthebidder’svalidregistrationcertificateinKWA/KeralaP WD,CPWDorotherapprovedagenciesasperclause1.3.1.

Dulyfilledandsignedcopyofbidsubmissionletterasperitemno-1Part- VIofthisbiddocument.

Dulyfilledandsignedcopyofpreliminaryagreementas peritemno-2Part- VIofthisbiddocument.

DulyfilledandsignedcopyofIntegritypactcertificateasperitemno-3Part- VIofthisbiddocument.

DulyfilledandsignedcopyofAffidavitasperitemno-4Part- VIofthisbiddocument.

Dulyfilledandsignedcopyofrequisitionfore-paymentformasperitemno- 6Part-VIofthisbiddocument.

Anyotherrelevantinformationwithtestimonials.

Thebiddershalldigitallysignallstatements,documents,certificatesuplo adedbyhim,owningsoleandcompleteresponsibilityfortheircorrectnes s/authenticityaspertheprovisionsoftheITACT2000.

Inadditiontotheabove,thebiddershalluploadacompletesetofbiddocumen twithNITandsectionsfrom1toVIIusinghisdigitalsignatureasatokenofacce ptanceofallbidconditionsandthe

absenceofcompletesetof bid document in the submitted bid shallbetreatedasnon-responsiveandwillberejectedbytheEmployer.

Pricebid

4.3.11.1. This shall contain only the duly filled BoQ-file in MS- Excelformat and shall be uploaded using the digital signature of thebidderinthee-tendersportal.

Afterthesubmissionofbidonlineinthee-tendersportal,the hardcopiesofthefollowingaretobesubmittedtotheTenderInvitingAuthorit y.

Copyofremittancetowardsbidsubmissionfeeand BidSecurity. Copyofconfirmationofbid submissionin the e-tendersportal.

SelfattestedCopyofthebidder’svalidregistrationcertificateinKWA/Kerala PWD, CPWD or other approved agencies as per clause1.3.1.

Duly filled and signed copy of bid submission letter as peritemno-1Part-VIofthisbiddocumentinoriginal.

Duly filled and signed copy of preliminary agreement as peritemno- 2Part-VIofthisbiddocumentinoriginal.

Duly filled and signed copy of Integrity pact certificate as peritemno-3Part- VIofthisbiddocumentinoriginal.

Duly filled and signed copy of Affidavit as per item no-4 Part- VIofthisbiddocumentinoriginal.

Dulyfilledandsignedcopyofrequisitionfore- paymentformasperitemno-6Part-VIofthisbiddocumentinoriginal.

Thiswholesetof certificates and documents shall be send to theTenderInvitingAuthority’sofficeaddress(asgiveninthe NIT) byregisteredpost/SpeedpostofIndiaPostinsuchawaythatitshallbedeliveredt otheTenderInvitingAuthoritybeforethedeadlineofopeningofbid.TheTenderI nvitingAuthorityreservestherighttorejectanybid,for which the above details are not received before the date of opening ofbid.

ThePricebidshall onlybe submitted through online. The TenderInvitingAuthorityshallopenthepricebidinthepresenceofbiddersorthei rauthorisedrepresentativespreferablyonthelastdayof bidsubmissionaftertheprescribedtimeforbidsubmission.

TheTenderInvitingAuthorityshallnotberesponsibleforanyfailure,malfunctio n or breakdown of the electronic system while downloading oruploadingthedocumentsbythe Bidder duringthe e-procurementprocess.

DeadlineforSubmissionoftheBids BidshallbereceivedonlyONLINEonorbeforethedateandtimeasnotifiedinN IT.

The Tender Inviting Authority, in exceptional circumstances and atitsowndiscretion,mayextendthelastdateforsubmissionofbids,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.

TheBidderwillnotbeabletosubmithisbidafterexpiryofthedateandtime ofsubmissionofbid(servertime).

Modification,ResubmissionandWithdrawalofBids Resubmissionormodificationofbidbythebiddersforanynumberoftimesbe forethedateandtimeofsubmissionisallowed.Resubmissionofbidshallrequ ire uploadingof all documentsincludingpricebidafresh.

Ifthebidderfailstosubmithis modified bids within the pre- definedtimeofreceipt,thesystemshallconsideronlythelastbidsubmitted.

TheBiddercanwithdrawhis/herbidbeforethedateandtimeofreceiptofthe bid.Thesystem shall not allow any withdrawal afterthedateandtimeofsubmission.

1. BidOpeningandEvaluation BidOpening

Bidsshallbeopenedonthespecifieddate&time,bythetenderinviting authority or his authorised representative in the presence ofbiddersortheirdesignatedrepresentativeswhochoosetoattend.

Openingofbidsshallbecarriedoutinthesameorderasit isoccurring in invitation of bids or as in order of receipt of bids in theportal.Thebidders&guestuserscanviewthesummaryofopeningofbidsf romanysystem.Biddersare not required to be presentduringthebidopeningattheopeninglocationiftheysodesire.

Intheeventofthespecifieddateofbid openingbeingdeclaredaholidayfortheEmployer,the bids will be opened at the same timeonthenextworkingday.

Confidentiality

Informationrelatingto the examination, clarification,

evaluation,andcomparisonofBidsandrecommendationsfortheawardofac ontractshallnotbedisclosedtoBiddersoranyotherpersonsnotofficiallycon cernedwithsuchprocessuntiltheawardhasbeenannouncedinfavourofthes uccessfulbidder.

AnyeffortbyaBiddertoinfluencetheEmployerduringprocessingofbids,eva luation,bidcomparison or award decisions shall betreated as Corrupt & Fraudulent Practices, mentioned under Clause9ofITBandmayresultintherejectionoftheBidders'bid.

ClarificationofBids

Toassistinthe examination, evaluation, and comparison of bids,theTenderInvitingAuthoritymayaskthebidderforrequiredclarificati onontheinformationsubmittedwith the bid. The requestforclarificationandtheresponseshallbeinwritingorbye- mail,butnochangeinthepriceor substance of the Bid shall be sought,offered,orpermitted.

Subject to clause 5.3.1, no Bidder shall contact the Tender InvitingAuthorityonanymatter relating to the submitted bid from the timeof the bid opening to the time the contract is awarded. If the BidderwishestobringadditionalinformationtothenoticeoftheTenderInvit ingAuthority,heshalldosoinwriting.

ExaminationofBids,andDeterminationofResponsiveness Duringthebidopening, the Tender Inviting Authority willdetermineforeachBid

1. whetheritmeetstherequiredregistration class as specified intheNIT;
2. is accompanied by the required bid security, bid submission feeandtherequireddocumentsandcertificates.

Asubstantiallyresponsivebidisonewhich conforms to all theterms,conditions,andrequirements of the bidding documents,withoutmaterialdeviationorreservation.Amaterialdeviationo rreservationisone

1. whichaffectsinanysubstantialwaythescope,quality,orperformanceoft heWorks;
2. whichlimitsinanysubstantialway,inconsistentwiththebiddingdocu ments,theEmployer'srightsortheBidder'sobligationsundertheCon tract;or
3. whoserectificationwouldaffectunfairlythecompetitivepositionofothe rBidderspresentingsubstantiallyresponsiveBids.

IfaBidisnotsubstantiallyresponsive,itmayberejectedbytheTenderInvitin gAuthority,andmaynotsubsequentlybemaderesponsivebycorrectionor withdrawalof the nonconformingmaterialdeviationorreservation.

Non submission of legible or required documents or evidences mayrenderthebidnon-responsive.

Biddercanwitnesstheprincipalactivitiesandviewthedocuments/sum mary reports for that particular work by logging ontotheportalwithhisDSCfromanywhere.

Singletendershallnotbeopenedinthefirsttendercall.

1. AwardofContract

Subject to Clause 5, the Agreement Authority will award the Contract totheBidderwhosebidhasbeendeterminedtobesubstantiallyresponsivean dwhohasofferedthelowestevaluatedbidprice.

In the eventuality of failure on the part of the lowest successful bidder toproduce the originaldocuments, or submit the performance security, orenter into agreement with the Agreement Authority within the specifiedtimelimit,subjectedtoclause3.6.6ofthissection,theBiddershallbe

debarredinfuturefromparticipatinginallGovernmentBids for

threeyearsandwillberecommendedforblacklistingby the competentauthority.Insuchcases,theworkshallbere-tendered.

If the grand total quoted amount by a bidder is less than 75%(seventy- five percent) of the total estimated cost put to tender, then such bids willbe processed based on the directions contained in Government orderGO(P)No-124/2016/Findated29-8- 2016oranysubsequentmodifications thereof. If two or morebidders quote thesame lowestamount, the Tender Inviting Authority shall finalize the tender through atransparent draw of lots.The Tender Inviting Authority along with hissubordinateofficersandthecontractorswhohavequotedthelowestande qual amounts in their bids (or contractor’s authorised representatives)shallbepresentduringthedrawoflots.

Therates for thevarious items quoted by the Bidder shallbe rounded totwo decimal places. The decimal places in excess of two will be discardedduringevaluation.

Employer'sRighttoAcceptanyBidandtoRejectanyorallBids

NotwithstandingClause6.1to6.4,theTenderInvitingAuthorityreservesthe righttoacceptorreject any Bid and to cancel theBidding process and reject all Bids at any time prior to the award ofContract,withoutthereby incurring any liability to the affectedBidder or Bidders or any obligation to inform the affected Bidder orBiddersofthegroundsfortheTenderInvitingAuthority'saction.

NotificationofAwardandSigningofAgreement

TheBidder,whoseBid has been accepted, shall be notified ofawardbytheAgreementAuthoritypriortoexpirationof the Bidvalidity period by facsimile or e-mail confirmed by letter sent throughpost.Thisletter(hereinafterandintheConditionsofContractcalledt he"LetterofAcceptance")willstatethesumthattheEmployerwillpaytheBid derinconsiderationoftheexecution,completionandremedyingdefects,ifan yofthe Worksby the Contractor asprescribedbytheContract.

Thenotificationofawardwillconstitutetheformation of theContract,subjectonlyto the furnishing of a Performance Guaranteeinaccordancewiththeprovisionsof Clause 7, within 14(fourteen)daysofissueofletterofacceptance.

IfthesuccessfulbidderfailstofurnishtherequiredPerformanceGuaranteea sdetailedinclause7ofthis section and enter

intocontract,withintheabovestipulatedtime,furthertendaystimewillbeall owedattherequestofthe bidder, for which the successfulbidderhastoremitafineequalto1%oftheContractPriceasperhis quote amount subject to a minimum of Rs.1000 and maximumofRs.25,000.ThisfineshallberemittedinaStateTreasuryintheres pectiveheadofaccountandtheoriginaltreasurychallanshallbe

submittedattheofficeoftheAgreementAuthoritybeforeexecutingagreeme nt.

UponthefurnishingbythesuccessfulBidderofthePerformanceGuarantee,t heAgreementAuthoritywillpromptlynotifytheotherBiddersthattheirBids havebeenunsuccessfulandrefundtheBidSecurity.

Solicitor’sfee,ifany,tobepaidtotheLawOfficersofGovernmentforscrutinisi ngordrawingupofagreements-willbe paid and thesamerecoveredfromthesuccessfulbidder.

1. PerformanceGuaranteeandPerformanceSecurityDeposit

ThebidderwhosetenderisacceptedshallberequiredtofurnishthefollowingPerforman ceGuarantee tobe submitted before executingagreementandPerformanceSecurityDeposittoberecoveredfromrunningbil ls.

PerformanceGuaranteetobesubmittedattheawardofcontractshouldbe 3% of Contract amount and should be submitted within 14(fourteen)daysofreceiptofLOA(LetterofAcceptance)bythesuccessfulBi dderinthefollowingformAtleastFiftypercent(50%)of Performance Guarantee shall be intheformofTreasuryFixedDepositinthe name of AgreementAuthority for a period not less than 28 (twenty-eight) days after thecompletionofdefectliabilityperiodand BalancePerformanceGuaranteeintheformofbankguarantee.Bank Guarantee is to be submitted in the format prescribed by theEmployerinthebiddocument.BankGuaranteeshallbeunconditional and it shall be from any Nationalized Bank/ScheduledBank to be submitted before executing agreement and shall be validtill 28(twenty-eight) days after the completion of defect liability of theWork, in approved format. The Bank Guarantee on instalmentbasiswithlesserperiodofvalidityshallnotbeaccepted.

AfterthesubmissionofPerformance Guarantee and its acceptance theBidSecuritywillberefundedtothesuccessfulbidder.

PerformanceSecurityDepositshallbedeductedat 2.5% from runningbills.TotalofperformanceGuaranteeis 5%ofcontract amount(agreedPAC) while total of Performance Security Deposit is 2.5% of the value ofworkdone.

Foritemratecontracts, for each item in the BoQ, if the rate quoted bythebidderfallsbelow10%oftheestimaterateforthatitem,thentheadditional performanceguaranteeistoberequired to be deposited forthatitem.(Iftheratequotedbythebidderforanitemofworkis"x%"below estimate cost where x lies above 10%,the additional performanceguaranteeforthatitemofworkisequalto (x-10)% of the

estimateamountforthatitemofwork).Thetotalofadditionalperformanceguara nteeforthewholeworkisthetotalofindividualadditional

performanceguaranteeforeachitemofworkcalculatedasabove.Additionalperf ormanceGuaranteewillberequiredtobedepositedeitherintheformofTreasury Fixed Deposit in the name of AgreementAuthorityforaperiodnotlessthan28(twenty- eight)daysafterthecompletionofworksor in the form of unconditional bank guaranteefromanyNationalisedBank/ScheduledBankvalidtill 28(twenty-eight)days after the completion of the Work, in an approved format. The

BankGuaranteeoninstalmentbasiswithlesserperiodvalidityshallnotbeaccept ed.Thiswillbereleasedonlyaftersatisfactorycompletionof theworkwithoutanyinterest.

TheaboveGuaranteeamountsshallbepayabletotheEmployerwithoutanycondi tionwhatsoever.

ThePerformanceGuaranteeshallcoveradditionallythefollowingguaranteestot heEmployer:

The successful bidder guarantees the successful and satisfactorycompletion of the infrastructure and other related works under thecontract,asperthespecificationsanddocuments.

The successful bidder further guarantees that the infrastructureandequipments provided and installed by him shall be free from alldefects in material and workmanship and shall, upon written noticefrom the Agreement Authority or the Engineer, fully remedy free

ofexpensestotheEmployer,suchdefectsasdevelopedunderthenormalu seofthesaidinfrastructurewithintheperiodofdefectliabilityspecifiedun derclause46oftheConditionsofContract.

The Performance Guarantee is intended to secure the performance of theentireContract.However,itisnotconstruedaslimitingthedamagesstipulate dintheotherclausesinthebiddingdocuments.

The Agreement Authority shall be at liberty to deduct/appropriate fromtheContractPerformanceGuarantee/PerformanceSecurity Depositsuch sums as are due and payable by the contractor to the Employer asmaybedeterminedintermsofthecontract,andtheamountappropriatedfr omthePerformanceGuarantee/PerformanceSecurityDepositshallhavetob erestoredbyContractorsubsequently.

ThePerformanceBankGuaranteesubmittedintheformofBankGuaranteewillb ereturnedto the Contractor without any interest after28 days after the satisfactory completion of defect liability period. Half ofPerformanceGuaranteeintheformoftreasuryfixeddepositcan bereleased upon submission of an indemnity bond of equal amount by theContractorindemnifyingtheEmployeranyloss on account of this afterthevirtualcompletionoftheWork.ThebalancehalfofPerformanceGuarant ee in the form of treasury fixed deposit will be released after thesatisfactorycompletionofDefectsLiabilityPeriod.

PerformanceSecurityDepositshallbearnointerestandcanbereleasedagain

stbankguaranteeonitsaccumulationofaminimumamount of Rs. 5 lakhs subject to the condition that the amount of BGexcept the last one shall not be less than Rs. 5 lakhs. This amount willbereleasedafterpassingthefinalbillasinthecaseofrefundofdeposit.

Failure of the successful Bidder to comply with the requirements ofsub- clause7.2shallconstitutesufficientgroundsforcancellationoftheawardandforf eitureoftheBidSecurity.

1. FirsttierQualityControlTests

Primary responsibility of maintaining quality of all items of work as perspecificationsandstandardsprescribedintheQualityControlManualves tswiththeContractor.TheContractorshallcarry out allFirst tier Quality Control tests prescribed by the Quality ControlManual at his own expense and submit it along with the bills submittedfor payment.

1. CorruptorFraudulentPractices

Itisrequiredthatthebiddersobservethehighest standard of ethicsduringthe procurement and execution of such contracts. In pursuanceofthispolicy,itisdefined,forthepurposesofthisprovision,thetermss etforthbelowasfollows:

“Corruptpractice”meanstheoffering,giving,receivingorsolicitingof anything of value to influence the action of a public official in theprocurementprocessorincontractexecution;and

“Fraudulentpractice”means a misrepresentation of facts in ordertoinfluenceaprocurementprocessortheexecutionofacontracttothe detriment of the Employer and includes collusive practice amongBidders(priortoorafterbidsubmission)designedtoestablishbidpri cesatartificialnon‐competitivelevelsandtodeprive theGovernmentofthebenefitsoffreeandopencompetition.

“collusive practice” is an arrangement between two or more partiesdesignedtoachieveanimproperpurpose,includingtoinfluenceimpr operlytheactionsofanotherparty;

“Coercivepractice”isimpairing or harming, or threatening toimpairorharm,directlyor indirectly, any party or the property ofthepartytoinfluenceimproperlytheactionsofaparty.

TheEmployerwillrejectabid,and/orawardifitdeterminesthat theBidderrecommendedforawardhasengagedinanyofthecorruptorpracticesi ncompetingforthecontractinquestionandwilldeclarethefirmineligible,eitheri ndefinitelyorforastatedperiodoftime,tobeawardedacontract,ifitat any time determines that the firm hasengagedincorruptorfraudulentpracticesincompeting for, or inexecutingthecontract.

1. Formsanddeclarations

Various forms and formats for declarations to be submitted by theBidder for Bid submission are included in the Part-VI- FORMS. Biddersare requested to fill in the required forms and declarations and submitthesamewiththeirbidsbothonlineandinhardcopy.

# PartII-GENERALCONDITIONSOFCONTRACT

1. Definitions

EmployermeansKRWSAon whose behalf the Work istakenupforexecution.Employerwillcarryoutits functionsandobligationsthroughofficerswhohavebeendelegatedpowers.

AcceptingAuthority/AgreementAuthoritymeanstheofficerwhohasinvited and received bids for the Work and has executed agreement forexecutiononbehalfoftheEmployer.

Technical Sanction Authority means the competent Departmental OfficerwhohasissuedthetechnicalsanctionfortheWork.

Engineer means all Engineers in charge of the Work from Chief EngineertoAssistantEngineer.

FieldEngineermeansEngineersat GPST level whoaredirectlyinchargeofexecutionoftheWork.

Engineer-in-ChargemeanstheManager

Technical,K R W S A ,whoisresponsiblefortheexecutionoftheWork. Engineer’sRepresentativemeansOverseerorothersubordinate staffpostedtoassisttheEngineer,superviseexecutionandtomaintaindocument s.

ContractistheagreementbetweentheAgreementAuthorityandtheselectedBid dertoexecute,completeandmaintaintheWork.

Contractormeanspersonorpersonsorfirmswhohaveenteredintocontractfort heexecutionoftheworksubjecttotheeligibilityconditionsoftheNIT.

Contract Price is the price stated in the Letter of Acceptance andthereafterasadjustedinaccordancewiththeprovisionofthecontract.

Contract Data defines the documents and other information whichcomprisethecontract.

BidorTendermeanstheContractor’spricedoffertotheEmployerfor the execution and completion of the Work and the remedying of anydefectsthereininaccordancewiththeprovisionsofContract.

Billof Quantitiesmeans the priced and completed Bill ofQuantitiesformingpartofthebid.

Specificationmeanstheinstructions,provisions,conditionsanddetailedrequire mentscontainedin the tender documents which formpartofthecontract andany modification or addition made or approvedbytheAcceptingAuthority.

Drawingsmeans alldrawings, calculations and technicalinformationrelatedtotheWorkprovidedbytheEngineerfromtimetoti metotheContractorundertheContract.

Letter of Acceptance or selection notice means intimation issued bytheAcceptingAuthorityasformalacceptanceofBidbytheEmployer.

DateofcommencementmeansthedateofhandingoverthesitetotheContractor. Timeofcompletionmeanstheperiodallowedforcompleting allworksrelatedtotheWorkincluding carrying out and passing therequiredquality control tests prescribed by the Quality ManualpublishedbytheDepartment.

Date of completion shall be the date of issue of virtual completioncertificate.ThevirtualcompletioncertificateshallbeissuedbytheEn gineer-inchargewithin15daysofthefinalmeasurementandshallspecify the work has been completed satisfactorily by the contractor andtakenoverbytheDepartment.In case of defects liability period theworksshallbefinallytakenoveraftercompletion of defects liabilityperiod. Qualitycontroltestsmeans all relevant tests prescribed by thePWDQualityControlManualapplicableto the Work which are to bemadeandpassedbeforeeachpartbillispresentedforpayment.

A Defect is any part of the work not completed in accordance withthecontract.

Defects Liability Period is the period named in the contract dataandcalculatedfromthedateofcompletion.

Plantisanyintegralpartoftheworkswhichistohaveamechanical,electrical,e lectronicorbiologicalfunction.

Equipmentmeanscontractor’smachineryandvehiclesbroughttemporarilytosi teforexecutionoftheWork.

SitemeanstheplacesprovidedbytheEmployerwheretheWorkistobeexecuted.I tmayalsoincludeanyotherplaceorplacesasformingpartofthesite,mentionedin theContract.

Materialsmeansallsupplies,includingconsumablesusedbythecontractorforin corporationintheworks WorksarewhattheContractrequiresthecontractortoconstruct,installandruno vertotheEmployerasdefinedinContractData.

Daysarecalendardays,monthscalendarmonths. "Codes"shallmeanthefollowing,includingthelatestamendments,and/orre placements,ifany:

* 1. BureauofIndianStandards/IndianRoadsCongressrelevanttothe worksunder theContractandtheirspecifications. IfIndianStandardsarenotavailableBritishStandardsorAASHTOS tandardsaretobefollowed.
  2. OtherInternationallyapprovedStandardsand/orrulesandregulatio nstouchingthesubjectmatteroftheContract.
  3. Any other laws, rules, regulations and Acts applicable in Indiawithrespecttolabour,safety,compensation,insuranceetc.

Wordsimportingsingularonlyshallalsoincludethepluralandvice- versawherethecontextsorequires.

Wordsimporting"Person"shallincludefirms,companies,corporations,and associationsorbodiesofindividuals,whetherincorporatedornot.

Terms and expressions, not defined herein, shall have the samemeaning as are assigned to them in the Indian Contract Act, and failingthatintheGeneralClausesAct.

“GovernmentApprovals”shallmeanallpermits,licenses,authorisations,con sents,clearances,decrees,waivers,privileges,approvals from and filing with government instrumentalities necessaryforthedevelopment,constructionandoperationoftheWork.

Measurement Books: The “measurement books” shall be definedasthebookswithseriallynumberedandmaintainedduringthecurre ncyoftheWorktorecordallmeasurementsqualifyingforpayment.Themeas urementbookshallbeintheformgiveninAppendix2100E1ofPWDManualan distheoriginalrecordofactual measurements.Except for quantities of work paid on level basis, all measurements shallbe recorded in the measurement book. For measurements taken on levelbasis, the levels shall be entered in properly numbered field books as inAppendix- 2100E2 of PWD Manual.All measurement books and FieldBooksshallbecertifiedbytheEngineer-in- Chargebeforeenteringmeasurements.

1. Scope,extent,intentetc Scope:ThegeneralcharacterandthescopeoftheWorkshallbeasillustrateda nddefinedintheDrawings,Specifications, Schedule ofRatesandotherContractDocuments.

Extent: The Contractor shall carry out and complete the Work under theContract in every respect, and his work shall include the supply of alllabour,equipment,materials,plantandmachinery,tools,transportation, form work, scaffolding and everything else necessary forthe proper execution and completion of the Work in accordance with theContract Documents and to the satisfaction of the Engineer-in charge.TheContractorshallbefullyresponsibleandliableforeverythingand allmattersinconnectionwithorarisingoutoforbeingaresultorconsequence of his carrying out or omitting to carry out any part of theWork.WhereanypartsoftheWorkmaybeexecutedbySub- Contractors,suchresponsibilityandliabilityoftheContractor shallcoverandextendtotheworkofallsuchSub-Contractors.

Intent:TheContractDocuments are complementary and what is calledforbyanyoneshallbebindingasifcalledforbyall.Whereveritismentioned in the Contract Documents that the Contractor shall performcertainworkorprovidecertainfacilities,itisunderstoodthattheContra ctorshalldosoathisowncost.Materialsorwork described inwordswhichsoappliedhaveawell-knowntechnicalor trade meaningshallbeheldtorefertosuchrecognisedstandardsasareapplicable.

1. SITE Contractortosatisfyhimselfaboutsiteconditions:TheContractorensures

that beforesubmitting bids for the Work theContractor hasvisitedtheSiteandsatisfiedhimselfabouttheSiteconditionsforconstruct ionandforlogisticsandsmoothflowofworkmenandmaterials as well as permission from Authorities for this purpose. TheContractor has examined the Site and taken note of character of the soiland of the excavations, the correct dimensions of the Work, and facilitiesfor obtaining any special articles called for in the Contract Documents.TheContractorhasalsomadeitsownassessmentandobtainedal linformation on the Site constraints and on all matters that will affect theexecution, continuation and progress, and completion of the Works. Anyextraclaimsorextensionoftimemadeinconsequenceofanymisundersta nding,incorrectinformationonanyofthesepointsoronthegroundsofinsuffic ientdescriptionorinformationshallnotbeentertainedorallowedatanystage

.

It will be the responsibility of the contractor to obtain necessary land forstackingthematerialsandestablishingplantsand equipmentsforcarryingoutthework,ifthespecifiedsiteofworkisoflessextents. Landrequiredfortheworkmaynotbeavailableinfull.Furtherlandwillbehanded overasandwhenitisreceivedfromtheLandAcquisitionAuthority.Thecontracto rshallnotbeeligibleforanyextraorenhanceclaims or for compensation due to the non-availability of entire land. Heshallalsonotbeeligibleforanyclaimsorcompensativeforthenon- completionoftheworkwithintheagreedtime and for continuing theworkintheagreedextendedperiodofcompletiondueto the abovereasons. Inthecaseofanydelayinshifting the utility services like Telephoneposts,Electricposts,Electricoverhead line and underground cables,waterlinesetc.bytheutilityDepartment,theEmployershallnotinanyway beliabletopaydamagesonaccountofthisdelay,insteadaproportionate extension of time for completion of work will be granted indeservingcasesonapplicationbytheContractor.

Access to site by the contractor: The access to the Site will be shownimmediatelyonawardoftheContracttotheContractorandtheSitesha llbesharedwithotherContractorsandSub- Contractorsasapplicable.TheContractorshalluponbeinggivensuchaccessc ommence the Work and diligently proceed with the execution of theWork in accordance with the Contract Documents. Access to the Site bytheContractorshallbemerelyalicenceforcarryingoutthe

construction of the Work under the Contract, and the Contractor shallnotbyhisbeingallowedsuchentryontheSite,acquireanyright,lienor interest either in the Work carried out by him under the Contract oranything appurtenant or attached thereto or to any part of the Site, andhis claim will only be in the nature of money found due and payable tohim in accordance with the certificates issued by the Engineer-in- chargeunder the provisions contained herein. The Work shall be free from allliens, charges or claims of whatsoever nature from any party other thanthe Engineer. The Engineer shall have a lien over all work performed bythe Contractor, Sub-Contractors and Vendors and also for the materialsandequipmentbroughtonSitebythem.

The Department does not undertake to construct or make available anyapproachroadorothermeans of approach to the proposed work siteandthecontractorshallgetacquaintedwiththeavailablemeansofapproache stotheproposedsiteandquoteforthevariousitems.TheDepartment shall not be liable foranyclaim raised later on the plea ofnon-availabilityornon- accesstothesite Treasures,AntiquitiesfoundarepropertyofEmployer:Allfossils,antiquitiesand otherobjectsofinterestorvalue,whichmaybefoundontheSiteatthecommence mentorduringtheprogressoftheWork,shallbethepropertyoftheEmployer.The Contractorshallcarefullytakeoutandpreserveallsuchfossils, antiquities and objects and shallimmediatelydeliverthesame in their discovered state into thepossessionoftheEmployer.

1. Natureofcontract

TheContractshallbeanitemrateContractwhereintheitemratesarefor the finished work as per the Contract Documents. The estimated costis tentative based on the estimated quantities and is liable to changeduring execution as per the actual quantities executed and approved bythe Engineer-in charge. The Contractor understands and agrees that theamountpayableisassessedonare-measurablebasis in accordancewith the BOQ rates. The Contract Price shall include payment for thesupplyofalllabour(includingpaymenttohisSub- Contractors),equipment,materials,plantandmachinery,tools,transportati on,formwork,scaffolding,worksunderthiscontractand all applicabletaxes including the Work Contract Tax (WCT), duties, octroi, levies, royalties, fees, insurance premiums, contributionstowards employees benefits including Employee State InsuranceandProvident Funds, arrangement of power and water and all services andactivitiesconstitutingtheScopeofWorkdefinedintheGeneralCondition sofContract.TheContractPriceshallalsoincludeexpensesfortheContractor' ssiteestablishment,infrastructure,overheads&profits,firsttierqualitycont roltests,expensesforallrectificationsincludingthatnecessitatedasaresultof badqualityandall otherchargesrequiredbytheContracttobebornebytheContractorand

necessaryfortheproperexecution and completion of the Work undertheContract,inconformity with the Contract Documents and accordingtothe best engineering and construction practices and to thesatisfactionoftheEngineer-in- charge.Servicetax,whereverlegallyapplicable,shallbe paidby the contractor to the concerned departmentondemandanditwillbereimbursedtohimby the Employer onproductionofreceipts/vouchersandaftersatisfyingthatithas beenactuallyandgenuinelypaidbythecontractor.

No adjustment of the prices shall be allowed during the period of thecontract for works which have a period of completion up to 18(eighteen)monthsforanyreasonswhatsoeverandthepricesquotedbythe Contractor shall be deemed to be fixed for the entire contract period. Forworkswhichhaveaoriginalperiodofcompletionupto18(eighteen)mont hs, and if the time of completion is extended beyond 18(eighteen)monthsinaccordancewithclause19ofGCC,thereshallnotbean yescalationintheprice.

Forworkswhichhaveatimeofcompletionmorethan18(eighteen))months,pric eadjustment will be permitted subjected to the provisionsinclause40ofGCC.

1. Notices,Fees,Byelaws,Regulations,etc

The Contractor shall comply with all applicable laws and GovernmentActsincludingtheByelawsorregulationsofCentraland/orLoca lAuthoritiesrelatingtotheWorkinsofaraslabour,construction,fabrication and installation activities are concerned, and he shall obtainfromtheCentraland/orLocalAuthoritiesallpermissions andapprovals required for the plying of trucks, construction machinery etc.,and also for construction of temporary offices, labour camps, batchingplant,hotmixplant,basecamp,storesandothertemporarystructur esinconnectionwiththeWork,andtheContractorshallgiveallnoticesand pay all fees and charges that are and that can be demanded by lawthere under. In the Contract Price forthe Work, the Contractor shallallowforsuchcomplianceandwork,andforthegivingofallsuchnotices,a ndshallincludethepaymentofallsuchfeesandcharges.

Thecontractorisboundtofollowrelevant Kerala State Governmentorders,circulars,KeralaPWDManualsetcprevailingat the time ofcontract connected to the execution of the work under the contract eventhoughspecificreferencetothesearenotprovidedelsewhereinthecontract conditions.

1. Licensesandpermits TheContractorshalldirectlyobtainalllicencesandpermitsforthematerialsunde rGovernmentcontrol,and those required to be obtainedby the Contractor for the execution of the Work. The Contract Price shallincludealltransportationchargesandtheotherexpensesthatmaybeincurr edinthisconnection.
2. Contractdocuments ThefollowingdocumentsshallconstitutetheContractdocuments:
   1. ArticlesofAgreement,
   2. NoticeInvitingTender
   3. LetterofAcceptanceofTender indicating deviations, if any, fromtheconditionsofContractincorporatedintheTenderdocumentissue dtothebidderand/ortheBidsubmittedbythebidder,
   4. ConditionsofContract,includinggeneraltermsandconditions,instruct ions to bidders, additional terms and conditions, technicaltermsandconditions,erectiontermsandconditions,specialc onditions,ifanyetc.formingpartoftheAgreement,
   5. Specifications,whereitispartofTenderDocuments,
   6. Scopeofworks/Billsofquantities/scheduleofworks/quantitiesand
   7. ContractDrawingsandfinalisedworkprogramme. AfteracceptanceofTendertheContractorshallbedeemed to havecarefully examined all Contract Documents to his satisfaction. If he shallhaveanydoubtastothemeaningofanyportionof the ContractDocuments,

he shall before signing the Contract, set forth

theparticularsthereof,andsubmitthemtothe Agreement Authority inwritinginorderthatsuchdoubtmayberemoved. The AgreementAuthoritywillprovidesuchclarificationsasmaybenecessaryinwriti ngtotheContractor. Any informationotherwise obtained from theEmployerortheEngineershallnotinanywayrelievetheContractorofhisresp onsibilitytofulfilhisobligationsundertheContract.

TheContractorshallenterintoaContractAgreementwiththeAgreement Authority within 14 (fourteen) working days from the date of'Acceptance of Tender' or within such extended time as may be grantedbytheAgreementAuthority.ThedateofdespatchofLetterofAccepta ncebyregisteredpostshallbethedateofAcceptanceofTender.Theperforma nce Guarantee for the proper fulfilment of the Contract shall befurnished by the contractor in the prescribed form within fourteen (14)days of 'Acceptance of Tender'. The performance Guarantee shall be asper terms prescribed in the clause 7 of “Instructions to Bidders” of thisTender.

Theagreement,unlessotherwiseagreedto,shallbesignedwithin14(fourtee n) working days from the date of Acceptance of Tender, at theoffice of the Agreement Authority on a date and time to be mutuallyagreed. The Contractor shall provide required details for signing of thecontract like, performance guarantee in copies as required, appropriatepowerofattorneyandotherrequisitematerials.Incaseitisagree dmutually that the contract is to be signed beyond the stipulated time asspecifiedinclause6.6.3ofsectionInstructionstoBidders,theBidSecurity or EMD submitted with the tender will have to be extendedaccordingly. After the signing of the agreement with the Agreement Authority and theContractor,twocertifiedcopies ofthe agreement are to be made.OriginalshallbekeptwiththeAgreementauthorityandtheContractor

shall be provided with one certified copy and the other certified copyshallbekeptwiththeEngineer-inCharge.Noneof these documentsshallbeusedforanypurposeotherthanthisContractandtheContr actorshallensurethatallpersonsemployedforthisContractstrictlyadhereto this.

ThelawsapplicabletothisContractshallbethelawsinforceinIndia.

1. Assignmentandsublettingofcontract

The Contractor shall not assign this Contract. The Contractor shall notsub-let the Contract or any part thereofother than for supply ofrawmaterials, for minor works or any special type of works for which makesare identified in the Contract or as approved by the Engineer-in charge .Suppliers of the equipment not identified in the Contract or any changein the identified supplier shall be subject to approval by the Engineer.The experience list of such equipment vendors under consideration bythe Contractor for this Contract shall be furnished to the Engineer

forapprovalpriortoprocurementofallsuchitems/equipments.Suchassign ment/sub-lettingshallnotrelievetheContractorfromanyobligation, duty or responsibility under the Contract. Any assignment asabovewithoutpriorwrittenapprovalofEngineer-inChargeshallbevoid.

1. Patent rights androyalties

Royaltiesandfeesforpatentcoveringmaterials, articles, apparatus,devices,equipmentorprocessesusedintheworksshall be deemed tohave been included in the Contract Price. The Contractor shall satisfy alldemands that may be made at any time for such royalties or fees and healoneshallbeliableforanydamagesorclaimsforpatentinfringementsand shall keep the Employer indemnified in that regard. The Contractorshall,athisowncostandexpense,defend all suits or proceedings thatmay be instituted for alleged infringement of any patent involved in theworks, and, in caseof an award of damages, the Contractor shall pay forsuchaward.Intheeventofanysuit or other proceedings institutedagainsttheEmployer,thesame shall be defended at the cost andexpenseoftheContractor who shall also satisfy/comply any decree,orderorawardmadeagainsttheEmployer. But it shall be understoodthat no such machine, plant, work, material or thing for any purpose oranymannerotherthanthatforwhichtheyhavebeenfurnishedandinstalledby the Contractor and specified under these specifications.FinalpaymenttotheContractorbytheEmployerwillnotbemade whileany such suit or claim remains unsettled. In the event any apparatus orequipment,oranymatterthereoffurnishedbytheContractor,isinsuchsuitorp roceedingsheldtoconstitute infringement, and its use isenjoined,theContractorshall,athis option and at his own expense,eitherprocurefortheEmployer,therighttocontinue use of saidapparatus,equipmentorpartthereof,replaceitwithnon- infringingapparatusorequipmentormodifyit,soitbecomesnon-infringing.

1. Variationinquantity TheEmployer/Engineer-

inchargereservestherighttovarythequantitiesofitemsorgroupsofitemstobeor deredasspecifiedintheBillofquantities,asmaybenecessary,duringthe execution of theContract.TheContractorisboundtoexecutesuch varied quantities ofwork at his quoted price up to an extent of 25% in excess of the agreedquantityorquantities.Incaseofvariationover25% in excess of theagreedquantity,the department reserves the right to arrange suchworksthroughaseparatecontract.Negotiation shall be made withoriginalcontractortorevisetheratefortheadditionalquantityinexcessof25

%oftheagreedquantityandinnocasethe revised rate shall bemorethanthemarketrateatthetimeof initiating the proposal forrevision of rate as recommended by the Engineer-in charge. No increaseshallbepermittedwithintheoriginalcontractperiodand the rate inexcessofmarketrateshallnotbegivenunderanycircumstances.Uponrate revision shall be considered only in exceptional cases which shall beapprovedbytheEmployerfortheenhancedratesbasedontherecommendatio noftheEngineer.

TheContractorisboundtocarryoutsinkingofwellsincreaseupto 10 meter (ten meter) extra depth beyond the estimated design depthand rate for which shall be paid as per schedule of rate and extra itemconditionsincasesuchitemsareincludedinthecontract.Incaseofpilefou ndation,precastorcastinsite,thesameconditionsasaboveshallapply.

1. Deductionsfromcontractprice Allcosts,damagesorexpenses,whichtheEmployer may havepaid,forwhichundertheContracttheContractorisliable,willbeclaimed bytheEmployer.TheEngineer- inchargeshalldeducttheamount,fromanymoneysdueorbecomingduebyhi mtotheContractor under the Contract or may be recovered by actions of law orotherwise,iftheContractorfailstosatisfytheEmployerofsuchclaims.
2. Insurance

TheContractorshallprovide,inthe joint names of the EmployerandtheContractor,insurancecoversintwoparts,i.e.(a)fromthestartd ate to the completion date, and (b) for the Defect Liability period, in theamountsanddeductiblesstatedintheContractDataforthe followingeventswhichareduetotheContractor'srisks:

* 1. lossofordamagetotheWorks,PlantsandMaterials;
  2. lossofordamagetoEquipment;
  3. lossofordamageofproperty(excepttheWorks,Plant,Materialsand Equipment)inconnectionwiththeContract;
  4. Workmancompensationpolicytocoverpersonalinjuryordeath. PoliciesandCertificatesforinsuranceshallbedeliveredbytheContractortot heEngineer’sapprovalbeforetheStartDate.Allsuchinsurance shall provide for compensation to be payable in the types andproportionsofcurrenciesrequiredtorectifythelossordamageincurred.

IftheContractordoesnotprovideanyofthepoliciesandcertificates required, the Engineer-in charge may effect the insurancewhichtheContractorshouldhaveprovidedandrecoveranysuchpr emiums which the Employer has paid from the payments otherwiseduetotheContractoror,ifnopaymentisdue,thepaymentofthepre miumsshallbeadebtdue.

Alterations to the terms of insurance shall not be made without theapprovaloftheEmployer.

Bothpartiesshallcomplywithanyconditionsoftheinsurancepolicies. Premium for all insurance policies shall be paid and borne by theContractor and shall not be reimbursable. The Contractor shall providetotheEngineer-in- Chargeallpoliciesofinsuranceinoriginal.Thesepoliciesshallbefullyexecute dandshallstatethatthepoliciescannotbe cancelled until completion of the Contract or completion of defectsliability period and any extensions thereof. The Contractor shall obtainsimilarpoliciesfromallSub- Contractorsandtherebyassumeresponsibility for any claims or losses to the Employer and Engineer-in-charge resulting from failure of any ofthe Sub-Contractors to obtainadequate insurance protection in connection with their work and shallindemnify and keep indemnified the Employer and Engineer-in-

chargeincludingtheiremployees,officers,servants,agentsandanyotherper sonmovinginthepremises,accordingly.

Unlimited liability: In addition to the liability imposed by law upontheContractorforinjury(includingdeath)topersonsordamagetoprop erty by reason of the negligence of the Contractor or his agents,whichliabilityisnotimpairedorotherwiseaffectedhereby,theContra ctor hereby assumes liability for and agrees to save the EmployerandEngineer-in- Chargeincludingtheiremployees,officers,servants,agentsandanyotherper sonmovinginthepremisesharmlessandindemnifies them from every expense, liability or payment by reason ofany injury (including death) to persons or damage to property sufferedthrough any act or omission of the Contractor, his employees, agents,servants,workmen,suppliersoranyofhisSub- Contractors,oranypersondirectlyorindirectlyemployedbyanyofthemorfr omtheconditions of the Site or any part of the Site which is in the control ofthe Contractor or his employees or any of his Sub-Contractors, or anyone directly or indirectly employed by either of them or arising in anywayfromtheWork.

All insurance claims, payable by the insurers, shall be paid to theEmployer which shall be released to the Contractor in instalmentsasmay be certified by the Engineer-in-charge for the purpose of rebuildingorreplacementorrepairoftheworksand/orgoodsdestroyedord amagedforwhichpaymentwasreceivedfromtheinsurers.

1. Liabilityforaccidentsanddamages

Underthe Contract, the Contractor shall be responsible for anylossordamagetotheworksunderthiscontractuntiltheworksarecompleted andtakenoverinaccordancewiththeContract.

1. TimeofCompletion

Time is the essence of the contract. The time allowed for carryingout the Work as entered in the tender shall be strictly observed by theContractor and shall be deemed to be of the essence of the Contract andshallbereckonedfromthedateofhandingoverthesitetotheContractor.T heWorkshallproceedwithduediligenceuntilFinalCompletion.TheContract orshallprepareaConstructionProgrammewith time schedule keeping in view the completion period stipulated forspecific portions of the Work and also the overall completion time andsubmit the same for the approval of the Tendering authority after thereceipt of letter of acceptance or selection notice. The approved workprogrammeshallbemadeaspartoftheContractagreement.TheContrac torshallcomplywiththistimeschedule.IntheeventoftheContractor failing to comply with the overall and individual milestonescontainedinthetimeschedules,heshallbeliabletopayliquidated damagesasprovidedforinthisContract.

Completion Period: The Date of commencement will be the date ofsite handover or the 10th day after agreement whichever is earlier. TheMilestonedatesshallbethosespecifiedintheContractDataorasmutually discussed and agreed. In case the Contractor fails to meet theabove stipulated completion period, Contractor shall be liable to pay tothe Employer, liquidated damages as specified in Clause 15 of GeneralConditions of Contract. In addition to his own work in the overall timeperiod,theContractorshallprovidefortheworksofotherSub- contractorsandVendors,includingthoseemployeddirectlybytheEmployer

/Engineer-in-Charge. Thecontractorhastotakeoverchargeofthesitebysigningtheacknowledgement form and commence the work within 10 days from thedateofexecutionofagreement.

Ifthesiteisnottakenoverbythecontractorbysigningtheacknowledgementform

,Engineerwillforwardthefilledupformbyregistered/speed post, recording the date of taking over as the tenth dayfromthedateofexecutionofagreementunlessotherwisedecided.

Thecontractorhastoresubmittheacknowledgementformdulysignedwithinthr eedaysofreceiptandcommencetheworks.

Itshallbedeemedthatthecontractorhastakenoverchargeofthesiteonthetenthd ayfromthedateofagreementirrespectiveofwhetherhehasreceivedtheacknowl edgementbypostorhasresubmitteditwithhissignature.Theworkwillbetermin atedathisriskandcostifthecontractordoesnotresubmittheacknowledgementf ormandcommencetheworkasrequiredunder14.3.

Recovery towards risk and cost will be made from the performanceguarantee,ifthecontractordoesnotturnuptotakechargeofthesite

withinthetimeprescribedunder14.3,heshallbedemotedtoalowercategoryasp ertherulesforregistrationofcontractors.

The works shall be carried out in accordance with the programmesubmittedbythecontractorandagreedtobytheAgreementAuth orityat the time of executing agreement and updated subsequently with theapprovaloftheAgreementAuthority.

1. Liquidateddamages(LD)

If the Contractor fails to maintain the required progress in terms oftheagreedtimeandprogresschartortocompletetheworkandclearthe site on or before the date of completion of Contract or extended dateof completion, he shall without prejudice to any other right or remedyavailable under the law to the Employer on account of such breach, payas compensation, Liquidated damages @ 1(one) percent of the contractpriceperweekofdelayorpartthereof.Theaggregateofsuchcompen sation / compensations shall not exceed 10 (ten) percent of thecontract value. This will also apply to items or group of items for whichseparateperiodofcompletionhasbeenspecified.Theamountofcompe nsation may be adjusted or set off against any sum payable to thecontractorunderthisoranyothercontractwiththeEmployer.

TheAgreementAuthority,ifsatisfied,thatthe work can becompleted by the Contractor within a reasonable time after the specifiedtimeofcompletion,mayallowfurtherextensionoftimeatitsdiscretiona s per clause-19. In the event of extension granted being with LiquidatedDamages,theEmployerwillbeentitledwithoutprejudice to any otherrightorremedyavailableinthatbehalf,torecoverfromtheContractorasagr eeddamagesequivalentto@1(one)percentofthecontractpriceperweekofdela yorpartthereof.

Ifthecontractorachievesbalancemilestones,eventhoughhehasfailedtoachieve initialmilestones,andtheworkhasbeencompletedinthe specified/original time of completion, the Employer mayrelease thealreadyleviedliquidateddamagesathissolediscretion.

The Agreement Authority, if not satisfied that the works can becompleted by the Contractor and in the event of failure on the part of theContractor to complete work within further extension of time allowed asaforesaid,shallbeentitled,withoutprejudicetoanyotherright,orremedya vailableinthatbehalf,toterminatethecontract.

TheAgreementAuthority,ifnotsatisfiedwiththeprogressofthecontractandinth eevent of failure of the Contractor to recoup thedelaysinthemutuallyagreedtimeframe,shallbeentitledtoterminatethecont ract.

Intheeventofsuchterminationofthecontractas described inclauses 15.4 and

15.5 or both, the Employer, shall be entitled to recoverLiquidatedDamagesuptotenpercent(10%)ofthecontractvalueandforf eitthePerformanceGuaranteeandSecurityDepositmadebytheContractorbesi desgettingthework completed by other means at theriskandcostoftheContractor.

The Employer may waive the payment of compensation in the caseof contracts where milestones are fixed, depending upon merit of thecase,onrequestreceivedfromtheContractoriftheentireworkiscomplete dwithinthedateasspecifiedintheContractorasvalidlyextendedwithoutstip ulatinganypenalty.

1. Deleted
2. Contractor'sdefault

IftheContractorshallneglecttoexecute the works with thediligenceandexpeditionorshallrefuseorneglecttocomplywithanyreasona ble orders given to him, in writing by the Engineer in connectionwiththeworksorshallcontravenetheprovisionsoftheContract,theA greementAuthoritymaygivenotice in writing to the Contractor tomakegoodthefailure, neglect or contravention complained of. ShouldtheContractorfailtocomplywiththenoticewithinthirty(30)daysfromth edateofservicethereof,then and in such case the AgreementAuthorityshallbeatlibertytoemployotherworkmenandforthwithe xecutesuchpartoftheworksastheContractormayhaveneglectedtodo or if the Agreement Authority shall think fit, it shall be lawful for him,withoutprejudicetoanyotherrighthemayhaveundertheContract,totake the works wholly or in part thereof and in that event the AgreementAuthorityshallhave free use of all Contractor's equipment that mayhavebeenatthetimeonthesiteinconnectionwiththeworkswithoutbeingre sponsibletotheContractorforfairwearandtearthereofandtotheexclusionofan yrightoftheContractoroverthesame,andtheAgreementAuthorityshallbeentitl edtoretainandapplyany balancewhichmayotherwisebedueontheContractbyhimtotheContractor,orsu chpartthereofasmaybenecessary,thepaymentofthecostofexecutingthesaidpa rtoftheworksor of completing the works as thecasemaybeplusafineof20percentofthevalueofworksocarriedout.Ifthecost ofcompletingtheworksor executing a part thereof asaforesaidplusafineof20percentofthe value of work so carried outshallexceedthebalanceduetotheContractor,theContractorshallpaysuchex cess. Such payment of excess amount shall be independent oftheliquidateddamagesfordelay,whichtheContractorshallhavetopayiftheco mpletionofworksisdelayed.Inaddition,suchactionbytheAgreement Authority as aforesaid shall not relieve the Contractor of hisliabilitytopayliquidateddamagesfordelayincompletionofworksasdefinedi nclause 15.Thetermination of the Contract under this clauseshallnotentitletheContractortoreducethevalue of the performancebankguaranteenorthetimethereof.Theperformanceguarantees hall

be valid for the full value and for the full period of the Contract includingDefectsLiabilityPeriod.

If the Contractor fails to complete the work and the agreement iscancelled,theamountduetohimonaccountofworkexecutedbyhim,ifpaya ble,shallbepaidtohimonlyafterduerecoveriesaspertheprovisions of the Contract and that too after alternative arrangements tocompletetheworkhasbeenmade.

1. DelaysbyEmployerorhisauthorisedagent

In case the Contractor's performance is delayed due to any act ofomission on the part of the Employer or his authorized agents, then theContractor shall be given due extension of time for the completion of theworks,totheextentsuchomissiononthepartoftheEmployerhascaused delay in theContractor's performance of his work.Regardingreasonableness or otherwise of the extension of time, the decision of theEngineer shall be final. The reasons for such delays shall be recorded inthe hindrance register as per clause 19.2 and shall be certified by theFieldEngineersinchargeofthework.

Anydelayinfinalisationofmutual agreement in regard to any oftheContractor’sclaimagainstanyactofomissiononthepartoftheEmployeror hisauthorisedagents should not result in any workstoppage/furtherdelayonthepartoftheContractor.

1. Extensionoftimeofcompletion Onhappeningofanyeventscausingdelayasstatedhereinafter,the Contractor shall intimate immediately in writing to the Engineer-in- charge:
   1. duetoanyreasonsdefinedasForceMajeure.
   2. non- availabilityofstoreswhicharetheresponsibilityoftheEmployertos upply.
   3. non-availability or breakdown of tools and plant to be madeavailablebytheEmployer.
   4. Inclementweatherconditions
   5. delay on the part ofthe Contractors or tradesmen engagedby the Employer not forming part of the Contract, holding upfurtherprogressofthework.
   6. non-availabilityofdesignordetailed drawings orspecificationstime,whicharetobemadeavailablebytheEmploye rduringprogressofthework.
   7. anyothercauseswhich,atthesolediscretionoftheEmployerisbe yondthecontroloftheContractor.

A"HindranceRegister"shallbemaintainedbytheDepartmentalOfficer(notbelo wtherankof AE) at site to record the varioushindrances,as mentioned under item 19.1 above, encountered

duringthecourseofexecution.Theentriesmadeinhindranceregisteraretobe

approved by the Engineer in charge. Contractor is permitted to sign theregisterandrecordhisremarks.

The Contractor may request the Agreement Authority in writingforextensionoftimewithin14(fourteen)daysofhappeningofsuchev entcausing delay stating also, if practicable, the period for which extensionis desired. The Agreement Authority may, considering the eligibility ofthe request, give a fair and reasonable extension of time for completionof the work. Such extension shall be communicated to the Contractor inwritingbytheAgreementAuthoritythroughtheEngineer-in- chargewithin one month of the date of receipt of such request. The Contractorshall however use his best efforts to prevent or make good the delay byputting his endeavours constantly as may be reasonably required of himtothesatisfactionoftheEngineer-in- charge.Relatedentriesinthehindrance register shall also to be submitted along with the request forextension.

WhentheperiodfixedforthecompletionoftheContractisabouttoexpire,theque stionofextensionoftheContractmaybeconsideredattheinstanceoftheContract or orthe Employer or the both. Theextensionwillhavetobeby bothparty's agreement, expressed orimplied.

In case the Contractor does not apply for grant of extension of timewithin 07 (Seven) days of hindrance occurring in execution of the workandtheEmployerwantstocontinuewiththeworkbeyondthestipulated dateofcompletionforreasonoftheworkhavingbeenhindered,theEngineer- inchargeathissolediscretioncangrantprovisional extension of time even in the absence of application from theContractor. Such extension of time granted by the Engineer-in-charge isvalidprovidedtheContractoracceptsthesameeitherexpresslyorimplied by his actions before and subsequent to the date of completion.Such extension of time shall be without prejudice to Employer's right tolevycompensationundertherelevantclauseofContract.

1. Termination,suspension,cancellation&foreclosureofcontract TheAgreementAuthorityshall,inadditiontootherremedialstepstobetakenasp rovidedin the conditions of Contract, be entitled tocanceltheContractinfullorinpart,iftheContractor
   1. makesdefaultinproceedingwiththeworkswithduediligenceand continues to do so even after a notice in writing from theEngineer- in charge, then on the expiry of the period as specified inthenotice,or
   2. commits default/breach in complying with any of the terms andconditions of the Contract and does not remedy it or fails to takeeffective steps for the remedy to the satisfaction of the Engineer-incharge, then on the expiry of the period as may be specified by theEngineer-in-chargeinanoticeinwriting,or
   3. fails to complete the work or items of work with individual dates ofcompletion,onorbeforethedate/datesofcompletion or asextendedbytheAgreementAuthority,thenontheexpiryoftheperiod as may be specified by the Engineer-in-charge in a notice inwriting,or
   4. shall offer or give or agree to give any person in the service of theEmployerortoanyotherpersononhisbehalfanygiftorconsiderationo fanykindasaninducementorrewardforact/actsoffavourinrelationtothe obtainingorexecutionof this or anyotherContractfortheEmployer,or
   5. shalltrytoobtainaContractfromtheEmployerbywayofringTenderingor other non-bonafidemethodof competitive Tendering,or
   6. transfers,sublets,assignstheentireworkoranyportionthereofwithoutth epriorapprovalin writing from the AgreementAuthority.TheAgreement Authoritymay by giving a writtennotice,cancelsuchtransfersorsubletsorassignment.

The Agreement Authority shall in such an event give fifteen (15)daysnoticeinwritingtotheContractorinforminghisdecisiontodoso.

The Contractor upon receipt of such notice shall discontinue theworkonthedateandtotheextentspecifiedinthenotice,makeallreasonabl e efforts to obtain cancellation of all orders and Contracts totheextenttheyarerelatedtotheworkterminatedandtermssatisfactoryto the Employer, stop all further sub-Contracting or purchasing activityrelated to the work terminated, and assist the Employer in maintenance,protection, and disposition of the works acquired under the Contract bytheEmployer.

TheContractshallstandterminatedunderthefollowingcircumstancesunlessth eEmployerissatisfiedthatthe legalrepresentativesoftheindividualContractororoftheproprietorofthepropr ietaryconcernandin the case of partnership the survivingpartners,arecapableof carrying out and completing the Contract andtheEmployershallinanywaynotbeliabletopayment of anycompensationtotheestateof deceased Contractor and/or to thesurvivingpartnersoftheContractor'sfirmonaccountoftheterminationofthe Contract.:

1. IftheContractorbeinganindividualinthecaseof proprietaryconcern or in the case of a partnership firm any of its partners isdeclaredinsolventundertheprovisionsof insolvency act for thetime being in force, or makes any conveyance or assignment of hiseffectsorcompositionorarrangement for the benefit of hiscreditorsamountingtoproceedingsforliquidationorcompositionund eranyinsolvencyact.
2. In the case of the Contractor being a employer, its affairs are underliquidation either by a resolution passed by the employer or by anorderofcourt,notbeingavoluntaryliquidationproceedingsforthep urposeofamalgamationorre- organisation,orareceiverormanagerisappointedbythecourtontheap plicationbythedebentureholdersoftheEmployer,ifany.
3. If the Contractor shall suffer an execution being levied on his/theirgoods,estatesandallowittobecontinuedforaperiodof21(twent y-one)days.
4. OnthedeathoftheContractor being a proprietary concern or ofanyofthepartnersinthecaseofapartnershipconcernandtheEmployeris notsatisfiedthatthelegal representative of thedeceasedproprietorortheothersurvivingpartnersofthepartnershipc oncern are capable of carrying out and completingtheContract.Thedecisionof the Agreement Authority in thisrespectshallbefinalandbinding which is to be intimated inwritingtothelegalrepresentativeortothepartnershipconcern.
5. If the Contractor is an individual or a proprietary concern and theindividualortheproprietordiesandifthe Contractor is apartnershipconcernandoneofthepartnersdies,thenunlesstheEmploye r is satisfied that the legal representatives of the individualContractororoftheproprietorof the proprietary concern and inthecaseofpartnershipthesurvivingpartners, are capable ofcarrying out and completing the Contract the Agreement AuthorityshallbeentitledtocanceltheContractastoitsincompletepartwit hout being in any way liable to payment of any compensation totheestateofdeceasedContractorand/ortothesurvivingpartnersoftheC ontractor'sfirmonaccountofthe cancellation of theContract.ThedecisionoftheAgreementAuthoritythatthelegalreprese ntatives of the deceased Contractor or surviving partners oftheContractor'sfirmcannotcarryoutandcomplete the Contractshallbefinalandbindingontheparties.Intheeventofsuchcancell ation the Employer shall not hold the estate of the deceasedContractorand/orthesurvivingpartnersoftheestate of thedeceasedContractorand/orthesurvivingpartners of theContractor'sfirm liable to damages for not completing theContract.

On cancellation or on termination of the Contract, the Engineer-in- chargeshallhavepowers

1. to take possession of the site and any materials, constructionalplant,implements,stores,etc.thereon.
2. to carry out the incomplete work by any means at the risk of thedefaultedContractor.
3. to determine the amount to be recovered from the Contractor forcompletingtheremainingworkorintheeventtheremainingworkisnot tobecompletedtheloss/damagesuffered,ifany,bytheEmployeraftergivi ngcreditforthevalueoftheworkexecutedbytheContractoruptothetimeo ftermination/cancellationlessonaccountpaymentsmadetilldate andvalue of

Contractor'smaterials,plant,equipment,etc.,takenpossessionofafterter mination/cancellation.

1. torecovertheamountdeterminedasabove, if any, from anymoneys due to theContractor or any account or under anyotherContract and in the event of any shortfall, the Contractor shall becalledupontopaythesame on demand. The needfordeterminationoftheamountofrecoveryofanyextracost/expend iture or of any loss/damage suffered by the EmployershallnothoweverariseinthecaseofterminationoftheContractf ordeath/demiseoftheContractorasstatedinclause.20.4(d).
2. Theinventoryofuptodateworkandbalancestoresatsite,plant/machi neries,equipmentsandanyotherpropertyofcontractor utilised for the work shall be taken on charge by theDepartmentaftercombinedsurveywiththeContractororhisautho risedrepresentative.IfContractororhisauthorisedrepresentativeisn otappearingforcombinedsurveyafteroneweekofgivingnotice,invent oryshallbepreparedbytheDepartment in his absence and the Contractor is bound to acceptthesame.
3. Duringthecurrencyofexecutionofwork,contractorshall notremovehisresourceswithoutpriorpermissionof Engineer-incharge.
4. Additionally,theEmployerwillreservetherighttodebarsuchdefaultingC ontractorfromparticipatinginfutureTendersforaminimumperiodofon eyear.

Suspension of work - The Employer shall have power to suspendthe progress of the work or any part thereof and the Engineer-in- chargemaydirecttheContractorinwritingtosuspendthework,for suchperiodandinsuchmannerasmaybespecifiedtherein,onaccountofany default on the part of the Contractor, or for proper execution of thework for reasons other than any default on the part of the Contractor, orongroundofsafetyoftheworkorpartthereof.Intheeventofsuspensionforr easonotherthananydefaultonthepartoftheContractor,extensionoftimesha llbeallowedbytheAgreement

Authority equal to the period of such suspension plus an additional timeperiod of 25% of the suspension period or 30 days whichever is less. Anynecessary and demonstrable costs incurred by the Contractor as aresultofsuchsuspensionoftheworkswillbepaidbytheEmployer,provided such costs are substantiated to the satisfaction of theEngineer.TheEmployershallnotberesponsibleforanyliabilitiesifsuspensio nordelayisduetosomedefaultonthepartoftheContractororhissub-Contractor. The work shall, throughout the stipulated periodofcontract,becarriedoutwithallduediligenceonthepartofthecontractor

. In the event of termination or suspension of the contract, onaccountofdefaulton thepart of the contractor, as narratedhereinbefore,thePerformanceSecurityDepositandotherdues of thiswork or any other work done under this Employer shall be forfeited andbroughtundertheabsolutedisposaloftheEmployerprovided,thattheamou ntsoforfeitedshallnotexceed10%ofthecontractvalue.

ForeclosureofContractinfullorinpart-Ifatanytimeafteracceptance of the Bid, the Employer decides to abandon or reduce thescope of the work for any reason whatsoever the Employer, through itsEngineer-in- charge,shallgivenoticeinwritingtothateffecttotheContractor.Intheeventof abandonment/reductioninthe scope ofwork,

1. TheContractorshall,ifrequiredbytheEngineer-in-charge,furnish to him books of accounts, papers, relevant documents asmay be necessary to enable the Engineer-in-charge to assess theamount payable in terms of the contract, the Contractor shall nothaveanyclaimforcompensationwhatsoevereitherforabandonm ent or for reduction in the scope of work, other thanthoseasspecifiedabove.
2. Iftheprogressoftheworkorofanyportionoftheworkisunsatisfactory, the Engineer-in-Charge, after giving the contractor15(fifteen)days’noticeinwriting,withoutcancellingorter minatingthecontract,shallbeentitledtoemployanotheragencyforexe cutingthejobortocarryouttheworkdepartmentallyor contractually through tendering process, eitherwhollyorpartly,debitingthecontractorwithcostinvolvedineng aging another agency or with the cost of labour and the pricesofmaterials,asthecasemaybe.Thecertificatetobeissuedbythe Engineer-in-Charge for the cost of the work so done shall befinal and conclusive and the extra cost, if any, shall be borne bythe contractor. However, when this clause is invoked, penalty willnotbeapplicable.
3. Nowaiverofrights

NeithertheinspectionbytheEmployer or the Engineer orEngineer’sRepresentativesoranyoftheirofficials,employeesoragentsnoran yorderbytheEmployerortheEngineerforpaymentofmoneyor

anypaymentfororacceptanceof,thewholeoranypartoftheworksbytheEmploy erortheEngineer,noranyextensionoftime, nor anypossessiontakenby the Engineer, inspection by Chief TechnicalExaminerorhisauthorisedrepresentatives and mandatory waitingperiodforinspectionbyCTEwingetcshalloperateasawaiverofanyprovi sionoftheContract,orofanypowerherein reserved to theEmployer,oranyrighttodamageshereinprovided,norshallanywaiverofany breachintheContractbeheldtobeawaiverofanyotherorsubsequentbreach.

1. CertificatenottoaffectrightofEmployerandliabilityofcontractor Nointerimpaymentcertificateof the Engineer, nor any sum paidonaccount,bytheEmployer,noranyextensionoftimeforexecutionofthewo rksgrantedbytheEngineershallaffectorprejudicetherightsoftheEmployeragai nsttheContractororrelievetheContractorofhisobligations for the due performance of the Contract, or be interpreted asapprovaloftheworksdoneoroftheequipmentfurnished and nocertificateshallcreateliabilityfortheEmployertopayforalterations,amendm ents,variationsoradditionalworksnot ordered, in writing, bytheEngineerordischargetheliabilityoftheContractorforthepaymentofdama geswhetherdue,ascertained,orcertifiedornot,or any sumagainstthepaymentofwhich he is bound to indemnify the Employer,norshallany such certificate nor the acceptance by him of any sumpaidonaccountorotherwiseaffectofprejudicethe rights of theContractoragainsttheEmployer.
2. Graftsandcommissionsetc.

Any graft, commission, gift or advantage given, promised or offeredby 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 theobtainingortotheexecutionofthisoranyotherContractwiththeEmploye r, shall, in addition to any criminal liability which it may incur,subject the Contractor to the cancellation of this and all other Contractsand also to payment of any loss or damage to the Employer resultingfrom any cancellation. The Employer/Engineer-in charge shall then beentitled to deduct the amount so payable from any moneys otherwiseduetotheContractorundertheContract.

1. Languageandmeasures

All documents pertaining to the Contract including specifications,schedules,notices,correspondence,operatingandmaintena nceinstructions, drawings or any other writing shall be written in Englishlanguage.Themetricsystemofmeasurementshallbeusedexclusivel yin the Contract. Measurements, quantities, prices or rates and amountsshallhavetwodigitprecision.

1. Releaseofinformation

TheContractorshallnotcommunicateor use in advertising,publicity,salesreleasesorinanyothermediumphotographsorothe rreproductionoftheworksunderthisContract,ordescriptionsofthe

site, dimensions, quantity, quality or other information, concerning theworksunlesspriorwrittenpermissionhasbeenobtainedfromtheEmploy er.

1. Completionofcontract Unlessotherwiseterminatedundertheprovisionsofanyotherrelevantclause, this Contract shall be deemed to have been completedat the expiration of the Defects Liability Period as provided for under theclause46.
2. Enforcementofterms Thefailureofeitherpartytoenforceatanytimeoftheprovisionsof this Contract or any rights in respect thereto or to exercise any optionhereinprovided,shallinnowaybeconstruedtobeawaiverofsuchprovisio ns,rightsoroptionsorinanywaytoaffectthevalidityoftheContract. The exercise by either party of any of its rights herein shall notpreclude or prejudice either party from exercising the same or any otherrightitmayhavehereunder.
3. Engineer'sdecision

InrespectofallmatterswhicharelefttothedecisionoftheEngineer including the granting or with holding of the certificates, theEngineer shall, if required to do so by the Contractor, give in writing adecisionthereon.

Ifintheopinion of the Contractor, a decision made by theEngineerisnotinaccordancewith the meaning and intent of theContract,theContractormayfile with the Engineer within 15(fifteen)daysafterreceiptofthedecision,awrittenobjectionto the decision.Failure to file an objection within the allotted time will be considered asacceptanceof the Engineer’s decision and the decision shall becomefinalandbinding.

TheEngineer'sdecisionandthefillingofthewrittenobjectiontheretoshallbe aconditionprecedenttotherighttoanylegalproceedings. It is the intent of the agreement that there shall be no delayintheexecutionoftheworksandthedecisionoftheEngineerasrendered shallbepromptlyobserved.

1. Co-operationwithotherContractors,Consultants&Engineers TheContractorshallco-operatewiththeEmployer'sotherContractors Consultants and consulting Engineers, if employed in thesite,andfreelyexchangewiththemsuchtechnicalinformationasisnecess aryforthesatisfactoryexecutionofworks.
2. Variationsoradditions

Noalterations, amendments, omissions, suspensions or variationsoftheworks(hereinafterreferredtoas“Variation”)undertheContract as detailedin the Contract documents, shall be made by the Contractorexceptasdirectedin writing by the Engineer, but the Engineer shallhavefullpowersubjecttotheprovisionhereinaftercontainedfromtimetoti meduringtheexecutionoftheContract,bynotice in writing, toinstructtheContractortomakesuch variationwithoutprejudicetothe

Contract. The Contractor shall carry out such variation and be bound bythe same conditions as far as applicable as though the said variationoccurredintheContractdocuments.Ifanysuggestedvariationwoul d,intheopinionoftheContractor,ifcarriedout,preventhim fromfulfillinganyofhisobligationsorguaranteesunderthe Contract, heshallnotifytheEngineerthereofinwritingandtheEngineer shalldecide forthwith, whether or not the same shall be carried out and if theEngineerconfirmhisinstructions,Contractor'sobligationsandguarante esshallbemodifiedtosuchanextentasmaybemutuallyagreed. Any agreed difference in cost occasioned by any such variationshall be added to ordeducted from the Contract price as the case maybe.

Intheeventofthe Engineer requiring any variation, suchreasonableandpropernoticeshallbe giventothe Contractor to enablehim to work his arrangements accordingly, and in cases where goods ormaterialsarealreadypreparedoranydesign,drawingsofpatternmadeorwor kdonerequirestobealtered,areasonableandagreed sum inrespectthereofshallbepaidtotheContractor.

In any case in which the Contractor has received instructions fromtheEngineerastotherequirementofcarryingoutthealteredoraddition al substituted work which either then or later on, will in theopinion of the Contractor, involve a claim for additional payments, theContractor shall immediately and in no case later than ten (10) days,after receipt of the instructions aforesaid and before carrying out theinstructions,advisetheEngineertothateffect.ButtheEngineershallnot become liable for the payment of any charges in respect of any suchvariations, unless the specifications of the same shall be confirmed inwritingbytheEngineer.

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 theprice,beforetheContractorproceedswiththechange.

In all the above cases, in the event of a disagreement as to thereasonablenessofthesaidsum,thedecisionoftheEngineer shallprevail. Notwithstanding anythingstated above in this clause, theEngineer shall have the full power to instruct the Contractor, in writing,duringtheexecutionoftheContract,tovarythequantitiesoftheitemsorg roupsof items. The Contractor shall carry out such variations andbebound by the same conditions, as though the said variationsoccurredinthe Contract documents. However, the Contract price shallbeadjustedattheratesand the prices provided for the originalquantitiesintheContract.

1. Replacementofdefectivepartsandmaterials

If during the progress of the works the Engineer shall decide andinform in writing to the Contractor, thatany part of work or materialsusedthereinisunsoundorimperfectorhasfurnishedanyworkisinf eriorthanthequalityspecified,theContractoronreceivingdetailsof

such defects or deficiencies shall at his own expense within seven (7)daysofhisreceivingthenotice,orotherwise,withinsuchtimeasmayberea sonablynecessaryformakingitgood,proceedtoalter,re-construct or remove such work and furnish fresh materials up to thestandardsofthespecifications.

IncasetheContractorfailstodoso,theEngineermayongivingthe Contractor seven (7) days' notice in writing of his intentions to do so,proceed to remove the portion of the worksor materials so complainedof and, at the cost of the Contractor, perform all such work or furnish allsuch equipment provided that nothing in this clause shall be deemed todeprivetheEmployeroforaffectanyrightsundertheContractwhichtheEm ployermayotherwisehaveinrespectofsuchdefectsanddeficiencies.

TheContractor'sfulland extreme liability under this clause shallbesatisfiedbythe paymentstotheEmployeroftheextra cost,ofsuchreplacementprocured, including erection, as provided for in theContract,suchextracostbeingtheascertaineddifference between theprice paid by the Employer for such replacements and the Contract priceportion for such defective work and repayments of any sum paid by theEmployer to the Contractor in respect of such defective work. Should theEmployer not so replace the defective work or materials, the Contractor'sextremeliabilityunderthisclauseshallbelimited to repayment of allsumspaidbytheEmployerundertheContractforsuchdefectiveworksorwork susingthedefectivematerials.

1. Defenceofsuits

If any action in court is brought against the Employer or Engineeror an officer or agent of the Employer for the failure or neglect on thepart of the Contractor to perform any acts, matters, covenants or thingsundertheContract,orfordamageorinjurycausedbytheallegedomissi onornegligenceonthepartoftheContractor,hisagents,representativesorhis sub- Contractors,workmen,suppliersoremployees,theContractorshallinallsuc hcasesindemnifyandkeeptheEmployer,andtheEngineerand/orhisreprese ntative,harmlessfromalllosses,damages,expensesordecreesarisingoutofs uchaction.

1. Limitationsofliabilities

ThefinalpaymentbytheEmployerin pursuance of the Contractshall mean the release of the Contractor from all his liabilities under theContract. Such final payment shall be made only at the end of the Defectliabilityperiodasdetailedinclause46andtill such time as theContractual liabilities and responsibilities of the Contractor, shallprevail.AllotherpaymentsmadeundertheContractshallbetreatedasonacc ountpayments.

1. Taxes,Permits&Licenses TheContractorshallbeliableandpayalltaxes,duties,levies,royaltiesetclawf ullyassessedagainsttheContractorinpursuanceoftheContract.Inadditiont heContractorshallberesponsibleforpaymentofallIndianduties,leviesandta xeslawfullyassessedagainst

theContractorforhispersonalincomeandproperty.Thisclauseshallbereadi nconjunctionwithclause3.3.6ofsection Instruction toBidders.

1. Payments

ThepaymenttotheContractorfortheperformanceoftheworksundertheContra ctwillbemadebytheEmployeraspertheguidelinesandconditionsspecifiedhere in.Allpaymentmadeduring the

Contractshallbeonaccountpaymentsonly.Thefinalpaymentwillbemadeonco mpletion of all the works and on fulfilment by the Contractor of all hisliabilitiesunderthiscontract andalso after issue of CompletionCertificatebytheAgreementAuthority.

AllpaymentsundertheContractshallbeinIndianRupeesonly.

All such interim payments shall be regarded as payment by way ofadvancesagainstfinalpaymentonlyandshallnotprecludetherequiringofb ad,unsoundandimperfectorunskilledworkto berejected,removed,takenawayandreconstructedorre- erected.Anycertificate given by the Engineer-in-Charge relating to the work done ormaterials delivered forming part of such payment, may be modified orcorrected by any subsequent such certificate(s) or by the final certificateand shall not by itself be conclusive evidence that any work or

materialstowhichitrelatesis/areinaccordancewiththecontractandspecific ations.Anysuchinterimpayment,oranypartthereofshallnotin any respect conclude, determine or affect in any way powers of theEngineer-in- Chargeunderthecontractoranyofsuchpaymentsbetreatedasfinalsettleme ntandadjustmentofaccountsorinanywayvaryoraffectthecontract.

Pendingconsiderationofextensionofdateofcompletion,interimpaymentsshall continueto be made as herein provided withoutprejudicetotherightofthedepartmenttotakeactionunderthetermsoft hiscontractfor delayinthecompletion of work, if the extension ofdateofcompletionisnotgrantedbythecompetentauthority.

The bill for a work shall be submitted only with the first tier qualitycontrol certificates and Test Result sheets for all items in the Bill asrequired by the relevant provisions of the PWD Quality Control Manual.Project Commissionershallobtaincertificates and Test Result Sheets of the second tier quality control testsfrom the Quality Control wing and attach the same to the bill along withthe Test Results of first tier Q.C. Disbursing officers shall effect paymentonly after ensuring the QC test results furnished for the items covered inthe bill confirm to standards prescribed which are detailed in the QualityControlManual.

TheContractorwillbe required to produce income-tax and salestaxclearancecertificatesbeforethefinalpaymentandreleaseofPerforman ceSecurityDeposits.

1. MethodofmeasurementandBillPreparation: AllWorksshallbemeasuredformakingpaymentstotheContractor. To evaluate Work under this Contract and instructed as perworkorder/changeordersissuedbytheEngineer-in- Charge,thestandard method of measurement in accordance with the Standards laiddownbyCPWDSpecificationsVol- IandIIorBureauofIndianStandards (IS: 1200) shall be followed. However if definite methods ofmeasurements are stipulated in the Schedule of Rates or Specifications,then the same shall supersede BIS methods and shall be followed. In theevent of any dispute with regard to the method of measurement of anywork, the decision of the Engineer-in-Charge shall be final and bindingand no extra claims shall be entertained or allowed at any stage in thisregard.

The bills shall be prepared by the Departmental officers as per theprocedure laid down in revised PWD Manual and amendments thereof ifany.

1. Coveringup:

TheContractorshallgiveatleast24hoursclearnoticeinwritingtotheEnginee r-in-ChargebeforecoveringupanyoftheWorkinfoundations or any other such areas in order that inspection of the Workmaybecarriedoutformaintainingproperqualitycontrol.Intheeventof theContractorfailingtoprovidesuchnoticeheshall,at his ownexpense, uncover such Work as required to allow the inspection to betaken and thereafter shall reinstate the Work to the satisfaction of theEngineer-in- Charge. Each stage of all hidden works shall be approved bytheEngineer- inchargebeforeexecutingthenextstage.

1. Rectificationofimproperworknoticed:

If it shall appear to the Engineer-in-Charge during the progress ofthe Work that any work has been executed with unsound, imperfect orunskilful workmanship or with materials of any inferior description orthatanymaterialsorarticlesprovidedbytheContractorfortheexecutionof theWorkareunsoundorofaqualityinferiortothatcontractedfororotherwise notinaccordancewith theContract,theContractorshall,ondemandinwritingfromtheEngineer-in- Chargespecifyingthework,materialsorarticlescomplainedof,notwithstand ingthat the same may have been passed and certified, forthwith rectify orremove and reconstruct the work so specified in whole, or in part as thecase may require or as the case may be, remove the materials or articlesso specified and provide other proper and suitable materials or articlesat his own proper charge and cost and in the event of his failing to do sowithin a period so specified by the Engineer-in-Charge in his demandaforesaid, the Engineer-in-Charge may rectify or remove and re- executethe work or remove and replace with others, the materials or articlescomplained of as the case may be at the risk and expense in all respectsoftheContractor,anddeducttheexpensesfromthePerformance

SecurityDepositanysumsthatmaybedueatanytimethereaftertotheContractororfrom hisperformanceguarantee.

1. Changeorders(ApprovalforVariations)

EmployerreservestherighttoaltertheScopeofWork(SeeClause 10and30)andconsequentlytheContractPriceshallbesuitablyadjusted for such changes by applying the approved rates. All changeordersshallbeissuedbytheEngineer-in- Chargeandtheonusshallbeon the Contractor to obtain such prior written consent of the Engineer-in-Charge.

There shall be an order in writing to execute the extra item of workdulysignedbytheAgreementAuthoritybeforeitscommencement.

If the contractor finds, after examining the specifications and plansthatextrasareinvolved,heshouldgivenoticetotheEngineer-inchargeto this effect and shall proceed with the execution of the extra item onlyafterreceivinginstructionsinwritingfromEngineer- inchargeandAgreementAuthority.

Extraitemsmaybeclassifiedasnew,additional,substitutedoraltered items, depending, on their relation or otherwise to the originalitemoritemsofwork.

Theratesforextraitemsshallbeworkedoutasbelow

Inthecase of extra items whether additional, altered orsubstituted,forwhichsimilaritemsexistsinthecontract, the ratesshall be derived from the original item by appropriate adjustment ofcostofaffectedcomponents.Thepercentage excess or deduction ofthecontractrateoftheoriginalitemwithreference to thedepartmental estimated rate shall be applied in deriving the rates forsuchitems.The Engineer’s interpretation as to what is a similarclassofworkshallbefinalandbindingontheContractor.

Inthecase of extra items whether additional, altered orsubstitutedandforwhichsimilaritemsdonot exist in the contractandratesexistsintheprevailingdepartmental data rate, the ratesshallbearrivedatonthebasisofthedepartmentaldataratecurrentaton thetimeoforderingtheextraitem,afterapplyingthetenderdeduction except oncost of departmental material.Tender excess, ifany,willnotbeapplied.

Inthecase of extra items whether additional, altered orsubstituted,forwhichtheratescannotbederivedfromsimilaritemsinthec ontract,andonlypartlyfromthe departmental schedule ofratestheratesforsuchpartorpartsofitemswhicharenotcoveredinthesch eduleofrates shall be determined by the Engineer-incharge on the basis of the prevailing market rates(if available in theLMRpublishedbytheDepartment the same shall be taken) givingdueconsiderationtotheanalysisoftherate furnished by thecontractorwithsupportingdocuments,includingcontractor'sprofit,ove rheadsandotherallowed charges if any. This shall be added ontothedepartmentalrate(includingcontractor'sprofit,overheads

andallowedotherallowedchargesifany)currentatthetime oforderingorexecutingtheextra item, whichever is earlier for theotherparttheitemforwhichratescanbederivedfromthescheduleofrates

,afterapplyingthetenderdeductionexceptoncostofdepartmentalmateriala ndmarketrateitems.Tender excess, if any,willnotbeapplied.

Inthecaseofextraitem whether altered or substituted, for withthe rates cannot be derived either from- similar item of work in thecontractorfromthedepartmentalscheduleofrates, the contractorshallwithin14days ofthereceipt ofthe ordertocarry outthe saidextraitemofworkcommunicatetotheEngineer-inchargetheratewhich he proposes to claim for the item, supported by analysis of therateclaimedandthedepartmentshallwithinonemonththereafterdeter minetherateonthebasisofthemarketrate(ifavailableintheLMRpublishedb ytheDepartmentthesameshallbetaken)givingconsiderationtothe rate claimed by the contractor, after applyingthetenderdeductionexceptoncostofdepartmentalmaterialandm arketrateitems.Tenderexcess,ifany,willnotbeapplied.

Inalltheabovecases,theapprovedrates for extra, additional,alteredorsubstituteditems shall not exceed the rate which isarrivedonthebasisoftheprevailinglocalmarketratesoftheDepartment(p ublishedasperGovernmentguidelines)atthetimeoforderingorexecutingth eextraitemwhicheverisearlier.

Wherevertheterm"Departmentaldatarate"appears,itshallmeantheratederive dfromtheprevailing Departmental schedule of rateanddataand shall include conveyance charges and contractor'sprofit.

Wherever, the term “tender excess or tender deduction” appears, itshallmeantheoverallpercentagevariationofestimatedPAC andagreedPACoftheoriginalcontract.

Incasesinwhichthecontractorhasexecutedextraitemsnotcontemplatedint heagreementbuttheratesofwhichrequiresanctioning of higher authorities the Division Officer may in such case,sanctionadvanceuptoanamountnotexceeding75percentoftheamoun tfortheitemsattherateworkedoutandcertifiedby theEngineerincharge.TheAssistantEngineershallinallsuchcasespromptly record all authorised extra items executed by the contractorincludingdetailedmeasurementsandquantitiesthereofintheMe asurement Book. He shall neither enter any rate for the same in theMeasurement Book nor include such extra items in the body of the bill.When the bill is received in the Sub Division, the sub Division Officershall prepare a separate statement for those extra items showing theitems executed, quantity of each items rate for each item worked out byhim based on agreement, conditions and amount for each item on thebasis of the rate worked out by him, He shall also furnish a certificate tothe effect that he has personally examined all the extra items and theyarebonafidetheamountpayablefortheseitemswillnotbelessthenRs

………………(amounttobespecified)andthatthere is no objection inpaying75percentof this amount as a secured advance On receipt ofthe bill with the above statement and certificate the Division Officer maymakepaymentnotexceedingtheamountrecommendedby the subDivisionOfficerasalump sum secured for extra items of works donebutnotbilledfor.

1. Deleted
2. Deductionsforuncorrectedwork:

If the Engineer-in-Charge deems it inexpedient to get corrected orrectified any work of the Contractor which is defective or damaged or ofsubstandard quality or is generally not in accordance with the ContractDocuments, then an equitable and appropriate deduction shall be madethereoffromtheContractPrice,andtheEngineer-in- Charge’sdecisioninthisrespectshallbefinalandbindingontheContractor.

Furthermore if, by reason of any accident, or failure, or other eventoccurring to, in or in connection with the Work, or any part thereof,either during the execution of the Work or during the Defects LiabilityPeriod, any remedial or other work or repair shall, in the opinion of theEngineer-in-Charge, be urgently necessary for the safety of the Work,

oranypartthereof,andtheContractorisunableorunwillingtoimmediately and at once do such work or repair, the Engineer-in- Chargemayemployandpayotherpersonsoragenciestocarryoutsuchworko r repair as the Engineer-in-Charge may consider necessary. If the workorrepairsodonebyotherpersonsoragenciesworkwhich,intheopinion of the Engineer-in-Charge, the Contractor was liable to do at hisownexpenseundertheContract,thenallexpensesincurredbytheEmploy er / Engineer-in-Charge in connection with such work or repairshallberecoveredfromtheContractorandshallbedeductedbythe

Employer / Engineer-in-Charge from any money that may be payable orthatmaybecomepayabletotheContractororfromtheContractor’sperfor manceGuarantee/SecurityDeposit.

The defective or uncorrected work of the Contractor at any stage(during or after completion of work) may adversely affect or damage thework of other Vendors. Contractor shall at his own cost immediatelyrectify, correct or replace both his defective work as well as the work ofthe other Vendors so damaged, within the time period stipulated by theEngineer-in-Charge, so as not to effect the progress and quality of otherVendor’swork.IncasetheContractorfailstodothenecessarycorrection stothesatisfactionofEngineer-in-Chargeorundulydelaysthe correctionwork, then the Engineer-in-Charge shall be at liberty toget the correction work done and if the correction work is not possible,thenanyextraworknecessarytocoverthedefectordamage,doneth roughsame/anyotherVendoratContractor’scost.

ActualcostsincludinganyincidentalsthereofincurredbytheEngineer-in- Charge on such corrections / extra works shall be recoveredfromthepaymentsoranyamountsduetotheContractor.

1. Virtualcompletionofworks:

The Contractor shall complete the Works by the intended date ofcompletion. In case Extension of Time has been granted, the extendeddateofcompletionshallbeconsidered.TheWorksshallbeconsider edasVirtuallyCompleteonlyuponsatisfactorycorrectionofalldefectsnotifie d by the Engineer, and only after the Work has been completed inevery respect in conformity with the Contract Documents and after allthe systems and services have been tested and commissioned, and aftertheSitehasbeenclearedandtheWorkcleanedinaccordancewithClause 78andwhentheAgreementAuthorityonareportbytheEngineer-in-Charge have certified in writing that the Work is VirtuallyComplete.ThevirtualcompletioncertificateshallbeissuedbytheEn gineer-in charge within 15 days of final measurement. The DefectsLiability Period shall commence from the date of Virtual Completion inthevirtualcompletioncertificateissuedbytheAgreementAuthority.

Should, before Virtual Completion, the Employer / Engineer-in-Charge decide to occupy any portion of the Work or use any part of anyequipment,thesameshallnotconstituteanacceptanceofanypartoftheW orkorofanyequipment,unlesssostatedinwritingbytheEngineer-in-Charge. PriortotheissueoftheVirtualCompletionCertificate,theContractor shall submit and hand-over to the Engineer-in-Charge thekeystoalllocks,alloperationandmaintenancemanualsforsystemsandse rvices,materialreconciliationstatements,warrantees,asbuiltdrawings,any sparescalledforintheContract,andeverythingelsenecessary for the proper use and maintenance of the Work completewithallsystemsandservices.

ItisclarifiedthatallmaterialswhetherEmployersupplied or notshallbeprocuredbythecontractorathisowncostforcarryingoutcorrection work.Nochargesshallbepaidonthisaccount.

1. Programmechart/milestones:

TheContractorshouldstrictlyadhereto the agreed milestones, ifanyforthework.Ifthemilestones are not achieved by the Contractor,theContractorshallpaytheEmployerliquidateddamagesasperclau se 15ofGCC.However,releaseofinterimLiquidatedDamagescanbeconsidered incasetheverynextMilestoneisachievedontime.Extension of time for any milestone if allowed has to be obtained inwritingfromtheAgreementauthoritywellinadvanceofcompletiondates.

1. Penalty /fine fornon-compliance ofsafetycodes&labour laws:

IftheEngineer-in-ChargenotifiestheContractorofnon-compliance with safety codes as in Clause no. 67 and 68 and the labourlaws etc. Contractor shall immediately if so directed or in any event notmorethan10(ten)hoursafterreceiptofsuchnotice,makeallreasonableef forttocorrectsuchnon- complianceandtoensurethatthereisnoreoccurrenceofsuchnon- compliance.

If the Contractor fails to do so, the Engineer-in-Charge shall levyfine of Rs.500(Rupees five hundred only) per head per day of the

totalnumberoflabourersemployedonthatparticulardayatsitefornotcompl yingwithsafetycodes&labourlawsetc.

1. Guarantees:

TheContractorunderstandsandagreesthattheEngineer-in-Charge is expressly relying and will continue to rely on the skill andjudgment of the Contractor in executing the Work and remedying anydefectsintheWork.TheContractrepresentsandwarrantsthat:-

* 1. TheContractorshallperformtheWorkinatimely manner, instrictaccordancewiththeContractDocuments,and consistentwithgenerallyacceptedprofessional,constructionandcons truction-supervision practices and standards provided by anexperiencedandcompetentprofessionalcontractorandconstructio nsupervisorrenderedunderthesameorsimilarcircumstances.
  2. TheContractorisandwillberesponsibletotheEngineer-in-Charge for the acts and omissions of his Sub-Contractors and theirrespectiveemployees,agentsandinviteesandallthepersonsperf orminganyoftheWorkonbehalfoftheContractor.
  3. BesidestheguaranteesrequiredandspecifiedelsewhereintheContrac t Documents, the Contractor shall in general guarantee allworkexecutedbytheContractorandhisSub- ContractorsforDefectsLiabilityPeriodfromthedateofissueoftheVirtu alCompletionCertificate.ThosepartsoftheWorkorequipmentorinstal lations, 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.

The Contractor represents, warrants and guarantees to Engineer,interaliasthat:

1. The execution of the Work shall be approved and capable of use,operation,performanceandmaintenanceforaccomplishingthep urposeforwhichithasbeenbuiltandacquired.
2. TheWorkshallcomplywiththeSpecifications,Drawings,andother Contract Documents and that quality standards as per theQualityControlManualshallbemaintained.
3. The Work shall, for Defect Liability Period from the date of issue ofthe Virtual Completion Certificate, be free from all defects and theWorkshallbeofstructuralsoundness,durability,easeofmaintenan ce,weathertightnessetc.
4. Thematerials,workmanship,fabricationand construction shallbe of the specified and agreed quality and all materials shall benew.
5. The Work performed for the Engineer-in-Charge shall be free fromallliens,charges,claimsofwhatsoevernaturefromanypartyothe

rthantheEngineer-in-Charge.

Where, during such guarantee periods as mentioned above, anymaterial or equipment or workmanship or generally any item of workfailstocomplyorperforminconformitywiththerequirementsstipulate d in the Contract Documents or in accordance with the criteriaand provisions of the guarantee, the Contractor shall be responsible forandshallbearandpayallcostsandexpensesforreplacingand/orrectifying and making good such materials, equipment, workmanship,anditemsofworkand,inaddition,theContractorshallbealsor esponsibleforandshallbearandpayallcostsandexpensesinconnectionwith anydamagesand/orlossessufferedasaconsequenceofsuchfailure.

All guarantees required under the Contract shall be in the formatapproved by the Engineer-in-Charge and submitted to the Engineer-in- ChargebytheContractorwhenrequestingcertificationofthefinalbill.

1. Defectsliability:

TheDefectLiabilityPeriodshallbe12 months.Maintenancebycontractorduringdefectsliabilityperiod: Alldefectiveitemsofworkanddefectsnoticedandbroughttotheattentionof the Contractor by the Engineer in writing during the Defects LiabilityPeriodshallbepromptlyandexpeditiouslyattendedtoandreplacedand

/or rectified and made good by the Contractor at his own cost, to thecompletesatisfactionoftheEngineer-in-Charge.

Replacement and/or rectification and making good by contractorsofalldefectivematerials,equipmentand/orworkmanshipdurin gdefectsliability period: The Contractor shall replace and/or rectify and makegood, at his own cost, and to the satisfaction of the Engineer-in- Charge,alldefectiveitemsofworkanddefectsarising,intheopinionoftheEngi neer-in- Charge,frommaterials,equipment,and/orworkmanshipnotperformingor beingnotinaccordancewiththeDrawingsorSpecificationsortheinstruction softheEngineer-in-ChargeorotherContract Documents or the best engineering and construction practices,and which may appear or come to notice within Defects Liability PeriodafterVirtualCompletionoftheWork.Anyitem,materialormatterrepai red or replaced shall receive a new Defects Liability Period of likeduration beginning upon the date the repaired or replaced item, materialormatterisreturnedforusetotheEngineer-in- Charge,providedthattheaggregateguaranteeperiodshallnotexceed24mon ths.TheContractorshallbealsoliableforallcostsassociatedwithdamagesan d/or losses which are a consequence of such defective items of workanddefects,andsuchcostsshallberecoupedbyEngineer-in-Charge

/Agreement Authority from the Contractor and shall be recovered fromthePerformanceSecurityDepositheldand/orfromthe Contractor'sfinal 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. Shouldthe Performance Security Deposit held (and the amount in respect of

thefinalbillifithasnotbeencertifiedandpaidforatthetime)beinsufficientto meetsuchcosts,damages,lossesandexpenses,asdeterminedbytheEngineer

-in-Charge,thentheContractorshallbelegally bound to pay the balance amount due under the claim to theEngineer-in-Charge within one month of receiving notification to thateffect from the Engineer-in-Charge. In the event of failure on the part oftheContractortopaythebalanceamountduewithinonemonthasstatedab ove,theEngineer-in-Chargeshallbeentitledtoinvoketheperformance bond and the Contractor shall raise no objection in thisregard. In respect of those parts of the Work for which longer guaranteeperiods are stipulated elsewhere in the Contract Documents, the DefectsLiability Period for such parts of the Works shall be until the end of therespectiveguaranteeperiodthatis stipulatedforeachsuchpart.Nopaymentshallbemadetothecontractoronthi saccount.

Allthematerialwhether Employer supplied or not shall besuppliedbytheContractorathisowncostforundertakinganycorrection/recti fication/replacement of defective/damaged oruncorrectedworks.

1. Finalcompletionofthework:

The Work shall be considered as finally complete at the end of theDefects Liability Period subject to the Contractor having replaced and/orrectifiedandmadegoodallthedefectiveitemsofworkanddefectsand

hand over the Work in accordance with clause above, to the satisfactionoftheEngineer-in- Charge,andprovidedthattheContractorhasperformedallhisobligationsan dfulfilledallhisliabilitiesundertheContract, and when the Agreement Authority has certified in writingthat the Work are finally complete. Such Final Completion in respect ofthosepartsoftheWork,forwhichextendedguaranteeperiodsarestipulate delsewhereintheContract Documents,shallbe achieved attheendofsuchstipulatedguaranteeperiods.

1. Takingoveroftheworks

The Contractor shall be responsible to maintain all his works tillcompletion of the Defects Liability Period and to handover the work totheAssistantEngineer.Inthisregardstheworkswouldbejointlyinspected by a team comprising of representatives of Contractor and theEngineer- in- Charge,fornotinganydiscrepancy,defect,shortcomings.Withinthetimeperi odspecifiedbytheEngineer-in-ChargetheContractor shall rectify, correct or replace the defective works so notedduring the joint inspection, at his own cost to the satisfaction of theEngineer-in- Charge.OnacceptanceoftheContractor’swork,thecontractor shall prepare the inventory of his works, and hand over theWork&theinventorytotheAssistantEngineer.

Duringcarryingouttherectification,correctionorreplacementworksasmen tionedabovetheContractorshalltakeallnecessaryprecautionstosafeguardt heexistingfinishingandworksofotherVendors against any damage. In

case the works of other Vendors aredamagedbytheContractorwhileundertakingtherectification/replacem ent work, the Contractor shall rectify / replace the works sodamagedathisowncosttothesatisfactionoftheEngineer-in-Charge.

Onfailureofthecontractortorectify,correctorreplacethedefectiveworksor onunduedelayonpartofthecontractorforthesame,theEngineer-in- Chargeshallbeatlibertytoundertakethecorrectionworksbyitselforthrough anyVendorattheContractor’scost.Allsuchcostsincludinganyincidentalsthe reofincurredbytheEngineer-in-Charge shall be recovered from the Contractor’s paymentsorfromanyamountsduetotheContractor.

Subjecttoclause42ofthissection,upontheissueofvirtualcompletioncertificate, theEngineermay take over the completed workforintendeduse.Suchtakingover of the works prior to completion oftheDefectsLiabilityPeriodbytheEngineershallnotdischargethecontractorof hisresponsibilitiesforthebalanceDefectsLiabilityPeriodandtheDefectsLiabilit yPeriodshallremaininforcetillcompletionofDefectsLiabilityPeriod.

On removal of all the defects and handing over to the AssistantEngineer upon successful completion of the Defects Liability Period bythe Contractor, the Engineer-in-Charge shall issue the Final CompletionCertificatetothecontractorandtheDefectsLiabilityPeriod shalldeemedtobecomplete.

1. Forcemajeure

Force Majeure is herein defined as any cause which is beyond thecontrol of the Contractor or the Employer as the case may be which theycould not foresee or with a reasonable amount of diligence could nothaveforeseenandwhichsubstantiallyaffecttheperformanceoftheContr act,suchas:

* 1. Natural phenomena, including but not limited to floods, draughts,earthquakesandepidemics:
  2. Acts of any government, including but not limited to war, declaredorundeclared,priorities,quarantines,embargoes,

Providedeitherpartyshallwithinfifteen(15)daysfromtheoccurrenceofsuchac ausenotifytheotherinwritingofsuchcauses.

1. Thecontractor will advise, in the event of his having resort to thisclause by a registered letter duly certified by the local chamber ofcommerceorstatutoryauthorities,thebeginningandendoftheclauseof delay,withinfifteendaysoftheoccurrenceandcessationofsuchforcemaje urecondition.
2. FordelaysarisingoutofForceMajeure, the contractor will notclaimextensionincompletiondatefor a period exceeding theperiod of delay attributable to causes of Force Majeure and neitherEmployer nor the Contractor shall be liable to pay extra costs (likeincreaseinrates,remobilizationadvance,idle charges for labourandmachineryetc.)provideditismutuallyestablished that theForceMajeureconditionsdidactuallyexist.
3. IfanyoftheForceMajeureconditionsexistsin theplace ofoperationofthebidderevenatthetimeofsubmissionofthebidhe will categorically specify them in the bid and state whether theyhavebeentakenintoconsiderationintheirbids.

TheContractorortheEmployershallnotbeliablefordelaysinperforminghisobli gationsresultingfromanyforceMajeurecauseasreferred to and/or defined above. The date of completion will, subject tohereinafterprovided,be extended by a reasonable time even thoughsuchcausemayoccurafterContractor's performance of his obligationshasbeendelayedforothercauses.

1. Intellectualpropertyrights: Allcommunications,whetherwrittenororal,includingbutnotlimitedtothisC ontract,itsAnnexure,Drawings,datasheets,Specifications, bills of material, sketches, calculations, designs and allothermaterialsshallbetreatedasconfidentialandshallbetheexclusive property of the Employer unless otherwise agreed in writingand must be given to the Employer upon request, but in any event allsuchmaterialsshallbedeliveredtotheEngineer-in- Chargeupontermination/expiryofthisContract.

TheContractoragreesthatitanditsemployees,agents,Sub-Contractors and consultants shall not (without the prior written consentof the Employer) during the term of this Contract or thereafter, disclose,make commercial or other use of, give or sell to any person, firm orcorporation,anyinformationreceiveddirectlyorindirectlyfromtheEngin eer-in-Charge or acquired or developed in the course of the Workor this Contract, including by way of example only, ideas, inventions,methods, designs, formulae, systems, improvements, prices, discounts,businessaffairs,tradesecrets,products,productspecifications,m anufacturing processes, data and know-how and technical informationofanykindwhatsoeverunlesssuchinformationhasbeenpublicl ydisclosed by authorised officials of the Employer. The Contractor agreesthatpriortoassigninganyemployeeoragentorhiringanySub- Contractor or consultant to work on this Work, such employee, agent,Sub-Contractor or consultant shall be required to execute a documentcontaining in substance and form, a confidentiality provision similar tothisprovision.

The Contractor shall not, without the Engineer-in-Charge’s priorconsent:

* 1. TakeanyphotographsorvideosoftheWork(oranypartthereof)foruseoth erwisethaninconnectionwithcarryingout andcompletionoftheWork;
  2. Write for publication, or cause, information or comment or picturesabouttheWork;
  3. Supply to any third person such as actual and prospective clients,contractors, publishers, other interested parties and the like, thedesignsandanyarticlesorinformationrelatingtotheWork;and
  4. Giveinterviewstothe press including television, radio print andthe

like regarding the Work or the Contractor’s involvement in theWork.

Notwithstanding the foregoing, this provision shall not limit theobligationoftheContractortotakephotographsand/orvideosonaregula rbasisforthe purposeofprovidingtheprogressreportsandothercommunicationstotheE ngineer/Employer.

TheContractor,Sub- Contractorsandtheirrespectiveemployees,representatives,agents,servants, workmen and suppliers shall not,duringorafterthetermination/expiryofthisContract,discloseanyinformati onpertainingtothisContractor the Work to any personwithout the prior written consent of the Engineer-in-Charge except whencalledupontodosobyavalid and lawful direction or order of astatutory or Government authority or an order of a court of law or whereanyofthepartiesrequireproductionofthisdocumentandrelatedinforma tionforestablishingtheirrespectivelegalrights.

1. Governinglaw:

ThegoverningLawoftheContractshallbeIndianlaw.

1. Standardsofconduct:

TheContractor,inperformingitsobligationsunder this Contract,shall establish and maintain appropriate business standards,proceduresandcontrol,includingthosenecessarytoavoidanyrealor apparentimproprietyoradverseimpactontheinterestsoftheEmployer

/Engineer-in-Charge.TheEmployer/Engineer-in- ChargewillinnoeventreimbursetheContractorforanycostsincurredforpur posesinconsistentwithsuchpolicies.

CompliancewithLaws,RulesandRegulations:Contractorrepresents, warrants, certificates and covenants that in connection withperformanceunderthiscontractthat:

* 1. It shall, and the Work to be provided hereunder shall, comply withallapplicableLocal,National,andCentralLaws,rulesandregulatio ns,includingbutnotlimitedtothosegoverningbuilding/road constructions, environmental, safety of persons andproperty,EmployeeStateInsurance,workmencompensation,Pro vident Fund and applicable industrial/labour laws, and landdevelopmentlaws,rulesandregulations.
  2. Noservicesprovidedhereunderwillbeproducedusingforced,indenture dorconvictlabourorusingthelabourofpersonsinviolationoftheminimu mworking age law in the country wheretheWorkarerendered;
  3. Itshallcomplywithalllaws regarding improper or illegalpayments,giftsorgratuities;andContractoragreesnottopay,prom isetopayor authorize the payment of any money oranythingofvalue,directlyorindirectly,toanypersonorentityforthepur poseofillegallyorimproperlyinducingadecision orobtainingorretainingbusiness or any advantage in

connectionwiththisContract;

* 1. It has not paid or provided and shall not pay, any gratuity for thebenefitofanyagent,representativeoremployeeoftheEmployerother thaninaccordancewiththeEmployer’s applicable policies;and
  2. It has not, and shall not, engage in any sharing or exchange ofprices, costs or other competitive information or take any othercollusiveconductwithanythirdpartysupplierorbidderinconne ctionwiththepreparationorsubmissionofanybidorproposaltotheEn gineer-in-ChargeorthenegotiationofthisContract.
  3. It will also comply with all rules and regulations of the Employerwhich may be in effect at the Facility site regarding employment,passes,badges,smoking,fireprevention,safetyandcond uctorproperty.OnbehalfoftheEngineer-in- Charge,ContractorshallrequestandmonitorthatsuchisobservedbyanyCon tractor,subcontractors,vendorsandeachoftheiremployees.

SalientFeaturesofSomeMajorLabourLaws(Applicabletotheestablishment sengagedinconstructionwork) WorkmenCompensationAct1923:TheActprovidesforcompensation in case of injury by accident arising out of and duringthecourseofemployment.

Payment of Gratuity Act 1972: Gratuity is payable to an employeeundertheActonsatisfactionofcertainconditionsonseparation ifan employee has completed 5 years’ service or more or on death therate of 15 days wages for every completed year of service. The Act isapplicabletoallestablishmentsemploying10ormoreemployees.

EmployeesP.F.andMiscellaneousProvisionAct1952:TheActProvides for monthly contributions by the employer plus workers @10%or8.33%.ThebenefitspayableundertheActare:

* + 1. Pensionorfamilypensiononretirementordeath,asthecasemaybe.
    2. Depositlinkedinsuranceonthedeathinharnessoftheworker.
    3. PaymentofP.F.accumulationonretirement/deathetc. MaternityBenefitAct1951:TheActprovidesforleaveand someotherbenefitstowomenemployeesincaseofconfinementormiscarria geetc.

ContractLabour(Regulation&Abolition)Act1970:TheActprovidesforcerta inwelfaremeasurestobeprovidedbytheContractortocontractlabourandin casetheContractorfailstoprovide, the same are required to be provided, by the Employer byLaw. The Contractor is required to take license from the designatedOfficer. The Act is applicable to the establishments of the ContractorfortheEmployeriftheyemploy20ormorecontractlabour.

Minimum Wages Act 1948: The Employer is supposed to pay notless than the Minimum Wages fixed by appropriate Government asperprovisionsoftheActiftheemploymentisascheduledemployment. ConstructionofBuildings, Roads, Bridges, Runwaysetcarescheduledemployments.

Payment of Wages Act 1936: It lays down as to by what date

thewages are to bepaid, when it will be paid and what deductions canbemadefromthewagesoftheworkers.

EqualRemunerationAct1979:TheActprovides for payment ofequalwagesforworkofequalnature to Male and Female workersandfornotmakingdiscriminationagainstFemaleemployeesinthematt ersoftransfers,trainingandpromotionsetc.

PaymentofBonus: Minimumbonusshallbepaidas pertheStateGovernmentrulesprevailingduringthetimeofwork.

IndustrialDisputesAct1947:TheAct lays down themachineryandprocedureforresolutionofIndustrialdisputes,in

what situations a strike or lock-out becomes illegal and what are therequirementsforlayingofforretrenchingtheemployeesorclosingdownt heestablishment.

IndustrialEmployment(StandingOrders)Act1946:Itisapplicable to all establishments employing 100 or more workmen(employmentsizereducedbysomeoftheStatesandCentralGo vernmentto50).TheActprovidesforlayingdownrulesgoverningthe conditions of employment by the Employer on matters providedintheActandgetthesamecertifiedbythedesignatedAuthority. Trade Unions Act 1926: The Act lays down the procedure forregistrationoftradeunionsofworkmenandemployers.TheTradeUnions registered under the Act have been given certain immunitiesfromcivilandcriminalliabilities.

ChildLabour(Prohibition&Regulation)Act1986:TheActprohibitsemployment ofchildrenbelow14yearsofageincertainoccupationsandprocesses andprovides for regulation ofemploymentofchildreninallotheroccupationsandprocesses.Employmentof ChildLabourisprohibited inBuildingandConstructionIndustry.

Inter-State Migrant workmen’s (Regulation of Employment &ConditionsofService)Act1979:TheActisapplicabletoanestablishment which employs 5 or more interstate migrant workmenthrough an intermediary (who has recruited workmen in one statefor employment in the establishment situated in another state). TheInter-State migrant workmen, in an establishment to which this Actbecomesapplicable,arerequiredtobeprovidedcertainfacilitiessuchash ousing,medicalaid,travellingexpensesfromhomeuptotheestablishmentan dback,etc.

The Building and Other Construction workers (Regulation ofEmployment and Conditions of Service) Act 1996 and the Cess Act of1996:Alltheestablishmentswhocarryonanybuildingorotherconstru ctionworkandemploys10ormoreworkersarecoveredunder this Act. All such establishments are required to pay cess attheratenotexceeding1%ofthecost ofconstructionasmaybemodified by the Government. The Employer of the establishment isrequired to provide safety measures at the Building or constructionworkandotherwelfaremeasures,suchasCanteens,First- Aidfacilities, Ambulance, Housing accommodations for workers near theworkplaceetc.TheEmployertowhomtheActapplieshastoobtaina

registration certificate from the Registering Officer appointed bytheGovernment.

FactoriesAct1948:TheActlaysdowntheprocedureforapprovalatplansbefo resettingupafactory,healthandsafetyprovisions, welfare provisions, working hours, annual earned leaveandrenderinginformationregardingaccidentsordangerousoccurren cestodesignatedauthorities.Itisapplicabletopremises

employing10personsormorewithaidofpoweror20ormorepersonswit houttheaid ofpowerengagedin manufacturingprocess.

1. WarrantyastodocumentssubmittedtoEmployeraudit:

The Contractor represents that all documents, including invoice,vouchers, financials to settlements, billings and other reports submittedortobesubmittedbytheContractortotheEngineer-in- Chargeinsupportofanapplicationpaymentaretrue,correct,completeandac curateinallrespects.UponrequestoftheEngineer-in- Charge,theContractoragreestocooperatefullywiththeEngineer-in- ChargeandthefieldEngineersintheconductofaTechnicalAuditfortheWork byanindependentagencyentrustedbytheAgreementAuthority.TheContra ctoracceptsthatthecontract/workshallbesubjecttothetechnical audit by an independent technical auditor appointed by theAgreement Authority to audit the quality and quantities of the worksdone by the contractor, and agrees to render all necessary assistance tosuchagencies/professionals,whosereports/assessments shall befinalandbinding.Contractorshallfulfiltherequirementsaspertheauditor s assessments at his own cost within the time stipulated by theEngineer- in-Charge.

1. ChangesinContractor’sconstitution:

Where the contractor is a Partnership, prior approval in writingshallbeobtainedfromtheEngineer-in-Chargebeforeanychange ismadeintheConstitutionofthepartnership.

Where the Contractor is an individual or a Hindu Undivided Familybusiness,suchwrittenapprovalfromtheAgreementauthority shalllikewisebeobtainedbeforeContractorentersintoanypartnershipagreem entinwhichthepartnership would have the right to carry outtheworkpreviouslytobeundertakenbytheContractor.

IfsuchwrittenpriorapprovalisnotobtainedbytheContractor,appropriate action shall be taken by the Agreement authority as per thecontracttermsandconditions.

1. Groundsforwithholdingpayments:

TheEngineer-in-Chargemaywithholdthewholeorpartofanycompensation due to the Contractor to the extent necessary to protectthe Employer from any loss on account of any breach of Contractor’sobligationsundertheContract.Whenthecauseforwithholdingi srectified, such amounts then due and owing shall be paid or credited totheContractor.

CONTRACTOR’SSITEORGANIZATIONANDRESOURCES

1. Contractor’srepresentativeandsupervisorystaff TheContractorshallathiscostprovideandensurecontinuedeffectivesuperv isionoftheWorkwiththehelpoftheContractor’sRepresentative,assistedbyt eamofqualified,experiencedandcompetentengineers,supervisorsandade quatestaff,tothesatisfaction

oftheEngineer-in- ChargefortheentiredurationoftheWork.TheContractorshallsubmithispro posedsiteorganizationchartfortheapprovaloftheEngineer-in-

Charge.TheContractor’sRepresentativeshallbeontheSiteatalltimesasthe WorkandtheWorkprogressesandshallberesponsibleforcarryingouttheW orktothetruemeaningoftheDrawings,Specifications,ConditionsofContract

,Schedule ofRates, the other Contract Documents, and instructions and directions ofthe Field Engineers. The instructions and directions given in writing tothe Contractor’s Representative or to any of his assistants at the Site bytheEngineer-in- ChargeshallbedeemedtohavebeengiventotheContractorofficially.Attentio niscalledtotheimportanceoftheContractor requesting written instruction from the Engineer-in-Chargebefore undertaking any Work where the Engineer-in-Charge's and/orEmployer's direction or instructions are required. Any such Work doneinadvanceofsuchinstructionswillbeliabletoberemovedattheContract or'sexpenseandwillnotbepaidforunlessspecificallyapproved in writing by the Engineer-in-Charge, as the case may be. AllkeystaffemployedattheSitebytheContractorshallbeconsideredessentia l to the performance of the Work and the Work Co- ordinationServices,andallkeystaffshallbesubjecttotheapprovaloftheEngi neer-in-Charge.HoweversuchapprovalshallnotrelievetheContractor of any of his Contractual obligations. No staff including theresident engineer and other technical supervisory staff shall be removedortransferredfromtheWorkwithoutthepriorwrittenpermissiono ftheEngineer-in-Charge.TheEngineer-in- Chargeshall,however,havetheauthority to order the removal from Site of any undesirable personnel. Ifkey staff becomes unavailable for assignment to the Work or the WorkCo-ordination Services for reasons beyond the Contractor’s control, theContractor shall immediately notify the Engineer-in-Charge to evaluatetheimpactontheWork.Priortosubstitutionoradditionofanykeysta ff,theContractorshallobtaintheEngineer-in-

Charge’swrittenconsentastotheacceptabilityofreplacementsoradditionst osuchpersonnel. The Contractor shall at all times be fully responsible for theacts, omissions, defaults and neglect of all of his representatives, agents,servants,workmenandsuppliersandthoseofhisSub-Contractors.

1. Man-powerandplantandmachinery TheContractorshallathisowncostprovideandinstallallequipment,material s,plant/machines.ProvisionofPassengerLift,BatchingPlant,ConcretePum ps,Cranes,andMaterialHoistseachofadequate capacity, will be required in case of bulk concreting and fastconstruction. Other equipments like

concrete mixers (weigh batchers incaseofdesignmixes),ladders,andscaffoldingetc,necessaryfortheexecutio noftheWorkinconformitywiththeContractDocumentsandto the satisfaction of the Engineer-in-Charge will also be provided by thecontractorathisowncostinadequatequantity.Allmachines,tools,trucks, formworkmaterial,man-powerandeverythingelsenecessaryfor

the proper and satisfactory execution and completion of the Work inaccordancewiththeContractDocumentsshallbeprovidedbytheContracto r at his own cost. The pre-qualification approval of the list ofequipmentshowevershallnotrelievetheContractorofanyofhisresponsibi lities,obligationsandliabilitiesundertheContract.TheContractor shall augment his manpower, plant and machinery withoutextracosttothe EmployerwheneverrequiredorsodirectedbytheEngineer-in-Charge in order to conform to the approved constructionprogramme for the achievement of milestones and Virtual Completion.The batching plant , hot mix plant WMM plantand Concrete batch mixplantshallbecomputerised(Microprocessorbased)withprintingfacilityso as to keep the printed out-put for each batch of concrete mix and foreachcomponent(stoneaggregates,sand,cement,flyash,water,plasticiser & any other concrete admixture) for each batch of design mixconcreteforrecordpurpose.Theplantsshallalsobeequippedwithantipo llutiondeviceandmechanisms.

1. Contractor store, site offices and other facilities ItisagreedthattheContractorhasinspectedthesite and hasmade his own assessment towards the availability of space at site for hisstores,yards,offices,placementofbatchingplant,steel&shutteringyards, cranes,materialhoistsandotherfacilities.Amutuallydetermined area within the constraints of the Site will be allowed to theContractorfreeofcostforthepurposeofstoringhistools,plant,materials,S iteoffice,cementgodown,canteen,plant&machineryetc.In case contractor is not able to accommodate his facilities within thesite,orintheopinionoftheEngineer-in-Chargecontractor’sfacilitiesare to be removed or relocated in the interest of the progress of work(contractors and / or any other agencies / vendors) the contractor shallmake his own arrangements elsewhere outside the site at his own costfor the same. Water tank for the purpose of construction, Site offices,toilets,workshopsandstorageshedsetc.shallbebuiltbytheContracto r at the Contractor’s cost. Water tank/s constructed for thepurposeofconstructionshouldbeofsuchdimensionsastoprovidestorag e for at least two days consumption. Site offices shall be of suchdimensionstoaccommodatetheContractor’sownoffice.Aseparatesani taryfacilityshallbeprovidedand maintainedfor,Engineersandworkers.Thesameshallbeclearedorremoved afterconstructionperiod.The Contractor shall remove all the temporary construction constructedby him at the Site for the purpose of completing the Work after the Workiscompleted.Costsofallsuchfacilitiesincludingconstruction&remova lshallbebornebytheContractor.Constructionoflabourhutments will not

be allowed inside the Site.The Contractor shall at hisown cost make all arrangements for space, lodging, transportation etc.forthelabour.

1. Security

TheContractorshallathiscostprovideatalltimesadequatenumberofwatch mentoguardtheSite,materialsandequipment,tothe

satisfaction of the Engineer-in-Charge. The Contractor shall at all timesbefullyresponsibleforthesecurityofallmaterialsandequipmentonthe Site, whether owned by the Employer, Contractor’s own or those ofanySub- Contractor.Employer/Engineershallnotberesponsibleforanylossduetoth eft,fire,accidentoranyotherreasons,whatsoever.

1. Telephone/Communication/Otherservices

The contractor shall make his own arrangement for the telephonesandcommunicationatsitewithinformationtotheEngineer-in- Charge.

1. SanitaryConvenience:

The Contractor shall at his expense provide and erect with priorpermission and details to the Engineer-in-Charge all necessary sanitaryconveniences including septic tank and soak pits at the Site for the staffandallworkmenofhisown,hisSub- Contractors,theEngineerandEngineer’sRepresentatives.Thesanitaryconv eniencesshallbestrategically located around the Site to provide ready access to all siteoperativesandemployees.TheContractorshallmaintainsuchconvenien ceinaclean,hygienic,orderlyconditionandshallclean,disinfectanddeodoriz ethegroundaftertheirremoval,andmeetallstatutoryrequirements.

1. Scaffolding,staging,guardrails,barricades:

TheContractorshallathiscostprovidesteelscaffolding, staging, guardrails, barricades and safety barriers around all excavations, openings and atall edges, temporary stairs and other temporary measures required duringconstruction.Thesupportsforthescaffolding,stagingguardrails,barrica desandsafetybarriersandtemporarystairsshallbestrong,adequate for the particular situations, tied together with horizontal piecesandbracedproperly.Thetemporaryaccesstothevariouspartsofthebuildi ng under construction shall be rigid and strong enough to avoid anychance of mishaps. The entire scaffolding arrangement together with thestaging, guard rails, barricades and safety barriers, and temporary stairsshall be to the approval of the Engineer-in-Charge which approval howevershall not relieve the Contractor of any of his responsibilities, obligations andliabilitiesforsafetyandfortimelycompletionoftheWork.Theuseofwoodens caffoldingontheSiteisstrictlyforbidden.

1. TemporaryRoads:

TheContractorshallathiscostconstructandmaintaintemporaryroads/access ways to suit Site requirements at locations mutually agreedwiththeEngineer.Suchroads/accesswayswillalsobeusedbyotherContr actors/vendors/OfficialsworkingattheSite.

1. SafetyEquipment&Personnel: TheContractorshallprovidesufficienthelmets,safetyboots/shoes,netsand protectiveclothingforusebytheWorkManagementTeam,Engineer,Enginee r’sRepresentative,contractor’sownstaffandstaffofhissub- contractors.TheContractorshallmake

availableatalltimeswhenworkisbeingundertaken,avehiclesuitablefortheeme rgencyevacuationofpersonnelfromthesitetoa hospitalstaffedandequippedtoreceiveinjuredpersonnel.

1. TemporaryLighting:

TheContractorshallmakehisownarrangementinrespectoftheprovisionofadeq uatelightingat all places where adequate visibility isnot there or at night works and also provide general lighting of site as awholeinapropersafeandsatisfactorymanner.

1. ProtectionofEnvironment: TheContractorunderstandsthattheSiteisfreefrompollutantsatthetimeofacces stotheSiteandcommencementoftheWork.TheContractorshallcomplywithalla pplicableenvironmentallawsandregulationsandshallensurethattheSiteisand remainsfree frompollutantsattheendoftheWork.TheContractorshallensureinter-alia,that neither the soil nor the ground water is polluted or contaminated byfuelsorlubricantsemitted by machinery operated on the Site or byother dangerous or poisonous substances which are or are deemed to behazardousto the environment. Notwithstanding theabove, theContractorshallcomplywithallthedirectionsanddecisionsof theEngineerinthisregard.
2. FirstAidFacilities:

TheContractorshallprovideadequatefirstaidfacilitiesatsite.

1. Labourregulations:

TheContractorshallbewhollyandsolelyresponsibleforfullcompliancewith theprovisionsunderalllabourlawsand/orregulations such as Payment of Wages Act 1948, Employees Liability Act1938, Workmen's Compensation Act-1923, Employees State InsuranceAct-1948, Employees Provident Fund Act-1952, Industrial Disputes Act-1947, the Maternity Benefit Act-1961, the Contract Labour (RegulationandAbolition)Act-1970andtheFactoriesAct- 1948oranymodificationsthereoforanyotherlawrelatingtheretoandrulest hereunderintroduced from time to time. The Contractor shall assume liability andshallindemnifytheEmployerandEngineer-in- Chargefromeveryexpense, liability or payment by reason of the application of any labourlaw, act, rules or regulations existing or to be introduced at a future dateduring the term of the Contract. Insurance cover towards the above shallbe effected by the Contractor as called for in Clause 12. In general, inrespect of all labour directly or indirectly employed in the Work for theperformance of Contractor's part of the Contract, the Contractor shallcomplywithalltherulesframedbytheGovernmentauthoritiesconcern

ed from time to time for protection of the health and welfare ofthe workers. The Contractor shall at his own cost obtain a valid licencefor himself and the Employer under the Contract Labour (R & A) Act1970 and the Contract labour (Regulation and Abolition) Central Rules1971andunderanyotherapplicablerulesbeforethecommencementof

theWorkandcontinuetohave a valid licences until the completion oftheWork.

Payment of wages: The Contractor shall pay to labour employed byhim either directly or through Sub-Contractors wages not less than fairwages as defined in the relevant Central / Local Labour Regulations oras per the provisions of the Contract Labour (Regulation and Abolition)Act 1970 and the Contract Labour Regulation and Abolition of CentralRules 1971, wherever applicable. He shall also abide by the minimumwagesandotherregulationsapplicabletothelabourengagedinthe Work, as laid down by the concerned Central / local authorities (State,District or other local Authorities). In case the contractor fails to pay farewages as required by the authorities then the Employer/ Engineer-in-Charge shall be entitled to do so and receives such amounts includingassociatedcostincurredbythemindoingsofromthecontractor.

ModelRules:TheContractorshallathisownexpensecomplywithor cause to be complied with, Model Rules for labour welfare framed byGovernment or other local bodies from time to time for the protection ofhealthandformakingsanitaryarrangements,Malariacontrol,etc.forworkers employed directly or indirectly on the Work and in the workershutmentarea.IncasetheContractorfailstomakearrangementsasafore said,theEmployershallbeentitledtodosoandrecoverthecostthereoffromtheCo ntractor.

SafetyCodes:Inrespectof all labour, directly or indirectlyemployedontheWorkfortheperformanceandexecutionoftheContra ctor'sWorkundertheContract,theContractorshallathisownexpensearrangefo rallthesafetyprovisionsaslistedin(i)SafetycodesofCentralPublicWorksDepart mentandBureauofIndianStandards, (ii)TheElectricityAct,(iii)TheMinesAct,andRegulations,(iv)Regulations of employment & conditions of service Act 1996, Rules andOrders made there under and such other acts as applicable. Precautionsas stated in the safety clauses are of minimum necessity and shall notpreclude the Contractor taking additional safety precautions as may bewarrantedfortheparticulartypeofworkorsituations.Alsomereobservan ce of these precautions shall not absolve the Contractor of hisliability in case of loss or damage to property or injury to any personincludingbutnotlimitedtotheContractor'slabour,theEmployer'sCo nsultants,Employer’sRepresentativesandEngineer-in- Charge'srepresentatives or any member of the public or resulting in the death ofany of these. Protective gear such as safety helmets, boots, belts, gloves,spectacles,nets,fireextinguishersetc.shallbeprovidedbytheContrac torathisowncosttoallhismanpowerattheSite. TheContractor shall impose such requirements on all Sub-Contractors andVendors also. It shall be the responsibility of the Contractor to ensurethat such protective gear is worn at all times by all personnel working attheSiteduringthetermoftheWork.TheEmployer,Engineer,andEngineer’ s Representative shall each have the right to stop any personnotwearingsuchprotectivegearfromworkingontheSite.

IncasetheContractorfailstomakearrangementsandprovidenecessary facilities as aforesaid, the Engineer-in-Charge shall be entitled(butnotobliged)todosoandrecoverthecoststhereoffromtheContra ctor.ThedecisionoftheEngineer-in- ChargeinthisregardshallbefinalandbindingontheContractor.

1. Safety/SiteConditions: TheContractorshalltakefullresponsibilityfortheadequacy,stability and safety of all Site operations and ensure that the methods ofcarrying out the Work and the Workby the Contractor including hisworkmen,employees,Sub- ContractorsandVendorsmeetallthenecessarysafetystandardsandrequire ments.InordertofulfilthisobligationtheContractorshallappointapermane nt,fulltimeandsuitably qualified safety officer for the Site, who shall be responsible forincorporation, implementation and enforcement of all safety measuresandrequirementsformaintainingsafeworkingconditions,safetyo fmanpower and equipment, general safety and security of Site as per thevarious safety codes and stipulations mentioned in contract documents.The Contractor shall provide Id-Cards (Identity Cards) to each of hisworker with designated number &colour only of the card as directed bytheEngineer-in-Charge.

The Contractor has full responsibility for maintaining the Site ingood and clean condition and removing all trash and debris on a dailybasistothesatisfactionoftheEngineer.TheContractorisresponsiblefor providingadequatesanitaryfacilitiesandmaintainingthemin aclean and healthy condition. If the Contractor fails to comply with theabove the Engineer-in-Charge will have the authority to get the samecleaned by an external agency and debit the expenses incurred on thesametotheContractor’saccount;but withoutbeingunderanylegalobligationtodoso.

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 theexecutionoftheWork,orduringtheDefectsLiabilityPeriod,anyremedial or other work is, in the opinion of Employers Representative orthe Engineer-in-Charge urgently necessary for the implementation of thesafetyprogramme of the Work by the Contractor and the Contractor isunableorunwillingatoncetodosuchwork,theEngineer-in-Chargeshall be entitled to employ and pay other persons to carry out such workas the Engineer-in-Charge may consider necessary. If the work or repairso done by the Engineer-in-Charge is work which, in the opinion of theEngineer-in-Charge,theContractorisliabletodoatitsowncost,thenall costs consequent thereon or incidental thereto shall be recoverablefrom the Contractor and may be deducted by the Engineer-in-Chargefrom any of the Performance Security Deposit and any moneys due or tobecomeduetotheContractorandtheEngineer-in-Chargeshallnotifythe Contractor accordingly, provided that the Engineer-in-Charge shall,assoonaftertheoccurrenceofanysuchemergencyasmaybereasonably practicable,notifytheContractorthereof.TheContractor

shallensurethatalloperationsbytheContractor,hisworkmen,employees, Sub-Contractors to complete the Work and the remedying ofany defects therein shall, so far as compliance with the requirements ofthis Agreement permit, be carried on so as not to interfere unnecessarilyorimproperlywith:

1. Theconvenienceofthepublic,or
2. The access to, use and occupation of public or private roads,railwaysandfootpathstoorofpropertieswhetherinthepo ssession of Employer/Engineer-in-Charge or of any otherperson.
3. TheEmployers/Engineer-in-

Charge’soperationandutilizationofthefacilityattheSite;and

1. TheWorkofVendors/othercontractors.

If any hazardous or obnoxious materials (as defined by Indian law)are specified for use or are being used by Sub-Contractors or Vendors,theContractorshalltakenecessaryclearancesfromconcerneddepa rtmentsandkeeprecordofsuchmaterialandforthwithgivewrittennoticetot heEngineer-in-ChargeandshallensurethattheSub-Contractors and Vendors, as applicable, use, store and dispose of suchhazardousorobnoxiousmaterialsstrictlyinaccordancewithallapplica blelaws.

Additional Safety Regulations: The Contractor shall continuouslymaintainadequateprotectionfortheWorkagainstfireandothe rhazardsandshallprotecttheEmployers/Engineer’spropertyfromdamage or loss during the performance of this Contract. The ContractoralsoshalladequatelyprotectpropertyadjacenttotheWork.TheC ontractorshalltakeallnecessaryprecautionsforthesafetyofitsemployees, Subcontractors and the Vendors performing the Work andlater phases of the Work and shall comply with all applicable safety lawsand regulations to prevent accidents or injury to persons on, about, oradjacenttotheSite.TheContractorshallberesponsibleforco-ordinating a safe working programme with the Field Engineers. Such aprogramme shall include, and the Contractor shall be responsible formaintaining,thefollowingsafeworkingconditionsandpractices:

1. Allcombustiblematerial,foodmatter, garbage, scrap, andotherdebrisgeneratedduringtheperformanceoftheWorkshall becollectedandremovedfromtheSiteondailybasis.Arrangementsf orscrapdisposalshould be discussed withFieldEngineers.
2. An adequate number and type of fire extinguishers and sandbuckets shall be provided at the Site for fire control and shallbekept/maintainedinsatisfactoryandeffectiveworkingco ndition,atalltimes.
3. TheContractoranditsemployees,labourersandsubcontractors shallstrictlyobeyall"NoSmoking"restrictions.
4. TheContractorshallnotoperateoruseormanipulateutilities already established at the Site without the Engineer-in- Charge’spriorwrittenapproval.

Safety with regard to site and housekeeping:- The contractor shalldeputeadedicatedteamofadequatenumberofworkerundertherespon sibilityoftheSafetyIn-chargeforcarryingoutthesafetyandhousekeeping work at site on daily basis. Following shall be ensured bytheContractorandhissafety&housekeepingteam:

1. The use of intoxicants or unlawful drugs at the Site, in anydegree,shallbestrictlyprohibited.TheContractorshallrigor ouslyenforcethisregulation.
2. When overhead work is in progress in or around an occupiedarea,signstodenotesuchworkprominentlydisplaying"O verheadWork"shallbeusedandabarricadeshallprotectthearea.Sa fetynetsandappropriatecatchmentsprovisionsshallbeprovidedat suitablelevelssoasnottoallowanymaterialtofallontheground.
3. Dusty work, such as concrete breaking or demolition, in ornear occupied areas, shall proceed only after wetting downtheareaandtakingstepsnecessarytopreventdustfrompe netratingoccupiedareasandcreatinganuisance.
4. Care shall be taken not to block any door, passageway, andsafety exit, fire fighting equipment, or safety equipment withmaterialsorequipment.
5. Materialsmustbepiled,stacked,orstoredinaneatandorderly manner. All stacking in the site, whether inside oroutside a building, shall be parallel to or at right angles tothe building line or fence. The stacking of materials shall beorganisedondailybasis.
6. When noisy operations of a prolonged nature are necessaryinornearanoccupiedarea,arrangementsmustbe madewith the Engineer-in-Charge for scheduling to minimize anynuisanceintheoccupiedarea.
7. All critical and dangerous locations / areas at site shall bemarked with caution signs, indications and directions in theformofwelldesignedanduniformsignage,thedesignofsignag eshallbeapprovedbytheEngineer-in-Charge.

IftheFieldEngineernotifiestheContractorof non- compliancewithalloranyoftheforegoingregulations,theContractorshallim mediately, if so directed, or in any event not more than eighteen (18)hours after receipt of such notice, make all reasonable efforts to correctsuch non-compliance. If the Contractor fails to do so, the Engineer-in-Charge may suspend all or any part of the Work. When the Contractorhas undertaken satisfactory corrective action, Engineer-in- Charge shallliftthesuspensionoftheWork.TheContractorshallnotclaimanyextensi on of time to complete the Work or additional fees due to anysuchworksuspension.

Notwithstandinganythinghereinbeforecontained,theContractorshallbeliable toensureandimplementallsafetymeasures,whetherornotstatutorilyprescribe d,tosafeguard,preserveandprotect the life,healthandwelfareofevery workman employed/deployed/engageddirectly or indirectly by the Contractor on the Site and in relation to orconnectedwiththeWorkand all Vendors employed in later phases ofthe Work in addition to installing, providing every prescribed safety andprotectiveequipment,clothingetc.,and the mere absence of anyreferencetoorspecificationofaparticularstatuteorruleorregulationinthisC ontractshallnotabsolvethe Contractor of an obligation tocomplywithevery such law, rule or regulation. The obligationsstipulatedshallnotinanymannerbedeemedtolimitorrestrictanyob ligation or duty that any law, rule or regulation may otherwise imposeupontheContractor.TheContractorshallbeliableforallconsequences/li abilitiesarisingoutofhisviolatinganyoftheaforesaidprovisions,includingfines, penalties,compensations,damages,prosecutions,proceedings,medicalexpend itureandcosts,rehabilitationcostsandallotherexpensesconnectedtherewith.

1. ChildLabour:

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

1. Contributiontowardsworkers/employeebenefits,fundsetc TheContractorshallincludeintheContractPriceallexpensesnecessarytome ethisobligationsformakingcontributionstowardemployeebenefitsfunds(S uchasprovidentfund,EmployeesStateInsurancebenefits,ESI,oldagepensio nand/oranyotherbenefits/compensationlegallypayable)incompliancewit hallthestatutory regulations and requirements. All records in this connectionshallbeproperlymaintainedbytheContractorandproducedfors crutiny by the concerned authorities and the Engineer-in-Charge andtheEmployerwhenevercalledfor. EmployeesStateInsuranceScheme(ESI):TheContractorshallbeliabletopayhis contributionandEmployeescontributiontotheStateInsuranceSchemeinrespe ctofalllabouremployedbyhimorfortheexecutionofthecontractinaccordancew iththeprovisionof“TheEmployeesStateInsuranceAct,1948”asamendedfromti metotime. EmployeesProvidentFund(EPF):TheContractorshallobtainprescribedrec ommendationsfromtheRegionalProvidentFundsCommissioner under the Employees“ Provident Fund and MiscellaneousProvisionsAct,1952andshallcauseprovidentfundcontributi onfromalleligibleemployeesandContractor’scontributiontobedepositedr egularlywiththeprescribedauthorityandintokenofwhichshallsubmit every month necessary receipts/ documentary evidence as mayberequiredbytheEngineer-in-Charge.Thecontractorshallalsoprovide

itsProvidentFundregistrationnumber/certificatetoEngineer-in-Charge. In case the contractor fails to comply with above provisions asrequired by the authorities then the Engineer-in-Charge shall be entitledtodosoandrecoversuchamountsincludingtheassociatedcostsincur red by them in doing so, from the contractor. The Contractor mustfully satisfy himself as to these points and allow coverage for the same inthe rates while giving his tender. Nothing extra shall be paid on theseaccounts.

1. Settingoutandsitesurveys

The Contractor shall establish, maintain and assume responsibilityfor all bench marks and grid lines, and all other levels, lines, dimensionsandgradesthatarenecessaryfortheexecutionoftheWork,inconf ormity with the Contract Documents. The Contractor shall establishhisrelationtothepermanentbenchmarksandboundarylinesestabl ished at the Site. The Contractor shall verify and co-relate all thesurvey data available at the Site before commencing the Work and shallimmediately report in writing any errors or inconsistencies to the FieldEngineer. Commencement of Work by the Contractor shall be regardedas his acceptance of the correctness of all survey and setting out dataavailable at the Site and no claims shall be entertained or allowed inrespectofanyerrorsordiscrepanciesfoundatalaterdate.Ifatanytime error in this regard appears during his progress of the Work, theContractor shall at his own expense rectify such error to the satisfactionof the Engineer The approval by the Engineer of the setting out by

theContractorshallnotrelievetheContractorfromanyofhisresponsibilities, obligations,andliabilitiesundertheContract.

The Contractor shall be entirely and exclusively responsible for thehorizontal, vertical and other alignment for all levels and dimensionsand for the correctness of every part of the Work, and he shall rectifyeffectivelyanyerrorsorimperfectionstherein.Allsuchrectificationss hallbecarriedoutbytheContractorathisowncostandtotheinstructionsands atisfactionoftheEngineer-in-Charge

The Contractor shall employ qualified surveyors to carry out all thesurveysandsettingoutworks.

1. Drawings,specifications,interpretationsetc

The drawings included/available with the tender are to be used forgeneralguidanceonly.Thesedrawingsarebroadlyindicativeoftheworkt o be carried out. These drawings are not the ”Construction Drawings“and details indicated there in are for guidance only and are liable to bemodifiedbytheEngineer-in- Chargeduringcourseofactualconstruction. No claim what so ever shall be admissible on account ofchangesthatmaybeintroducedlaterbytheEngineer-in-Charge.

In general, the Drawings shall indicate the dimensions, positionsand type of construction, the Specifications shall stipulate the qualityand the

methods and performance criteria, and the Schedule of Ratesshallindicatetheratesforeachitemofworkforevaluatingchangeorder s.However,theaboveContractDocumentsbeingcomplementary,

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, thefollowingorderofdecreasingimportanceshallbefollowed:

1. BillofQuantities
2. TechnicalSpecifications
3. Drawing
4. Specifications
5. IndianStandardSpecificationofBIS

Mattersnotcontainedinthespecificationsandincaseofanyambiguities in written specifications of the contract, the works shall beexecutedasperrelevantBureauofIndianStandardscodes,CentralPublic Works Department specifications, MoRTH specifications and IRCspecifications in the above order of preference. If such codes have notbeen framed, the decision of the Engineer-in-charge shall be final. Anywork indicated on the Drawings and not mentioned in the Specificationsorviceversa,shallbedeemedasthoughfullysetforthineach.W orknot specifically detailed, called for, marked or specified shall be the sameas similar parts that are detailed, marked or specified. From time to timeduringtheprogressoftheWork,theContractorwillbeissuedwithrevisio nsofDrawingsandwritteninstructionsbytheEngineer-in-Charge in connection with and necessary for the proper execution andcompletionoftheWork.AllsuchrevisionsofDrawingsandwritteninstruc tions shall be part of the Contract Documents and the Contractorshall be bound to carry out the work that is shown and detailed on allsuch Drawings and shall be bound to follow and comply with all suchinstructions.

Itshallbetheresponsibilityofthe Contractor to ascertain andensurethatalltheWorkiscarriedoutinaccordancewiththelatestrevisionsof theDrawingsissuedtohim.ShouldtheContractorfailtodothis,alltherectificatio nsandremedialworkthatmayberequiredtoconformtothelatestrevisionsofthe Drawingsshall be at theContractor'sexpense.

WhereveritismentionedintheConditionsofContract,Specifications, and other Contract Documents that the Contractor shallperform certain work or provide certain facilities, it is understood thatthe Contractor shall do so at his own cost, unless otherwise provided intheDocuments.

No deviations shall be made by the Contractor, in the execution oftheWorkfromtheDrawings,Specifications,andotherContractDocuments

. Only the Engineer-in-Charge shall issue interpretations andclarifications.

TheContractorshallimmediatelyinwritingbringanyerrorsorinconsistencies in the Drawings and Specifications to the attention oftheFieldEngineerforinterpretationorcorrectionbeforeproceedingwith

the affected portion of the Work, and no claims or losses alleged to havebeencausedbysuchdiscrepanciesshallbeentertainedorallowedatany stage. Local conditions, which may affect the Work, shall likewise bebrought to the Field Engineer’s attention at once. If at any time it isdiscovered that work, which has been done or is being done is not inaccordancewiththeapprovedDrawingsandSpecifications,theContractor shall correct the work immediately. Correction of such workshall be at the expense of the Contractor and shall not form a basis forany claims for payment or extension of time. The Contractor shall carryout all the rectification work only after obtaining approval for the samefromtheEngineer-in-Charge.

No scaling of any Drawing shall be done to obtain the dimensions.Figured dimensions on the Drawings shall be used for carrying out theWork.Drawingswithlarge- scaledetailsshalltakeprecedenceoversmallscale Drawings. Where any Drawings and details have not been providedbutarenecessaryfortheexecutionoftheWork,itshallbetherespons ibility of the Contractor to seek these drawings and details inwritingfromtheEngineer-in-Chargeatleastfourweekspriortothelatest date by which the Contractor needs these drawings and details tosuit the programmed execution of the Work. No extension of time shallbe allowed for any delays caused due to the Contractor's failure to seeksuchdetails.

Drawings,ScheduleofRates,Specifications,andotherContractDocuments, and all copies thereof furnished by the Engineer-in-Chargeshall become the Employer's property. They shall not be used on anyotherworkandshallbereturnedtotheEmployerathisrequestorattheco mpletionoftheContract.

1. Overtimework

If it is necessary for the Contractor or any Sub-Contractor to workon other than working days or outside the normal working hours inordertokeepuptothetimescheduleandmeettheConstructionProgramme

,theContractorshallobtainthepriorapprovaloftheEngineer-in- Chargeinwriting,whichapprovalshallnotbeunreasonably withheld. The additional cost of wages and any other costsincurred as a result of overtime or any shift work (except supervisionexpensesincurredbytheEmployer)shallbebornebytheContrac tor.

Where work is being carried out in or around an operating plant

/officeoroccupiedbuilding/premisesandisliabletocause disturbanceor interruption in working of the Plant / Office or inconvenience to theoccupantsofthepremises,theContractorshallworkonlyat specifiedplacesandtimesasmutuallyarrangedbetweentheContractorand theFieldEngineersoasnottocauseanydisturbance.Dueto this theContractormayberequiredtoworkduringoff-hours,Sundays andholidays. The Contractor shall not be entitled for any extra payment fordoingworkinthemannerdescribedabove.

1. Materials,workmanship,storage,inspectionsetc

ContractorSuppliedmaterial

1. Allthematerialsincludingreinforcementsteel,cement,bitumen, aggregate etc shall be procured by the contractor.Quoted rate to include labour, basic cost of material, cost ofaccessories,taxes,paymenttosuppliers,transportation,handl ing,storage,safety,wastage,accountingandreconciliation and to provide Form -C & 38 and any otherdocuments/formalitiesforpurchaseofmaterials,costofel ectricity, water, WCT, and Contractor’s overheads andprofitsetc.
2. In case the Contractor fails / refuses to procure and provideany material, the Engineer-in-Charge in the interest of theworkmayresorttoprocureandprovidesuchmaterialsattheri skandcostoftheContractor.Undersuchcircumstances an extra procurement charge @ 15% of therespective item rates shall be imposed on the Contractor andrecoveredfromhisbills/anyoutstandingpayments.
3. Thematerialsshallbe fully accounted for by the Contractorasrequiredhereinafter.Inaccountingforthematerialsw ithallowancestocoverallwastagesandlosses that may havebeenincurredintheprocessofhandling,storing,cutting,fabric ation,fixingandinstalling.Thecontractorshallsubmitstatementofa ccountandreconciliationofmateriallyinginContractor’s storesalong with each Running Account Billand consolidated statement of reconciliation along with FinalBill.
4. The Contractor shall, at all times when requested, satisfy theEngineer-in-Chargebytheproductionofrecordsorbooksor

submissions of returns that the materials are being used forthe purpose for which they are procured and the Contractorshallatalltimeskeeptherecordsupdatedtoenablethe Engineer-in-Charge to apply such checks as he may desire toimpose.TheContractorshall,atalltimes,permittheEngineer- in-Chargetoinspecthisgodown.TheContractorshall not, without prior written permission of the Engineer-in-Charge, utilise or dispose of the materials for any purposeotherthanintendedintheContract.

Materialsandworkmanship:

1. TheContractor shall be responsible for the establishment ofafulland comprehensive quality control system for theWork.Thesystemshallinclude,butnotbelimited to, themeans of controlling the testing and receipt of materials, theinspectionoftheWork,thefiling and ordering of drawingsandcorrespondenceandthe duties and responsibilities ofstaffmembers.
2. All materials and equipment to be incorporated in the Workshall be new unless there is specific provision in the

contractforreusingoldgoodqualitymaterial.Thematerials,equi pment, and workmanship shall be of the best quality ofthe specified type, in conformity with Contract Documentsand the best engineering and construction practices, and tothecompletesatisfactionoftheEngineer-in- Charge.Thisrequirement shall be strictly enforced at all times and stagesof the Work and no request for change whatsoever shall beentertained on the grounds of anything to the contrary beingtheprevailingpractice.TheContractorshallimmediatelyr emovefromtheWorkanymaterials,equipmentand/orworkma nshipwhich,intheopinionoftheEngineer-in-Charge, are defective or unsuitable or not in conformity withtheContractDocumentsandbestengineeringandconstruct ion practices, and the Contractor shall replace suchrejectedmaterials,equipmentand/orworkmanshipwithp roper,specified,requiredandapprovedmaterials,equipment and/or workmanship, all at his own cost within aperiod of seven (7) days from the date of issuance of suchnotice.

1. TheContractorshall,wheneverrequiredtodosobytheEngineer- in- Charge,immediatelysubmitsatisfactoryevidenceandnecessary testresultsastothe kind

andqualityofthematerialsandequipment.

Specialmakesorbrands:

1. Wherespecialmakesorbrandsarecalledfor,theyarementioned asastandard.Othersofequivalentqualitymaybeusedprovidedt hatEngineer-in- Chargeconsidersthesubstitutedmaterialsasbeingequivalentto thebrand

specified, and prior approval for the use of such substitutedmaterials is obtained in writing from the Engineer-in-Charge.

1. Unless substitutions are approved by the Engineer-in- Chargein writing in advance, no deviations from the SpecificationsandotherContractDocumentsshallbepermitted, theContractorshallindicateandsubmitwrittenevidenceofthose materials or equipment called for in the Specificationsand other ContractDocuments that are not obtainable forincorporationintheWorkwithinthetimelimitoftheContract. Failure to indicate this in writing will be deemedsufficient cause for denial of any request for an extension oftimeand/oradditionalcostbecauseofsuchcircumstances.
2. AlternativeequivalentbrandsifsuggestedbytheContractorduring constructionmaybeconsideredifapproved brand isnotavailableinmarket,providedthesuggestedbrandfullymeets the requirements and is acceptable to the Engineer-in-Charge.

Contractorshallberesponsibleforproviding,athisowncost,proper and

adequate security for all the materials and equipment storedat the Site so as to prevent any theft, pilferage etc., and the Contractorshallberesponsible andliableforall themattersinconnection withsuchsecurityorthelackthereof.Where,afterpermissionhasbeensought andobtainedfromtheEngineer-in-Charge,anymaterialorequipment is kept on any portion of the structure, this shall be done insuchamannerastopreventanyoverloadingwhatsoeverofthestructure, to the complete satisfaction of the Engineer-in-Charge. Thecost associated with any damage to any portion of the structure in thisrespect shall be to the account of the Contractor and shall be borne byhim. Should delays be caused on account of removal and replacement ofany materials or equipment or on account of any lack of security, theContractor shall not be entitled to any extension of time or increase inthe Contract Price. Wherever applicable the storage of materials shall beinaccordancewiththerelevantIndianStandardSpecifications.Reinforce ment bars shall be stored diameter-wise over raised sleepersandprotectedfromraininsuitablemannerasapprovedbytheEngin eer-in- Charge.Similarly,structuralsteelsectionsshallalsobestoredintheyardinapr operorderlymanner.

Certificates:TheContractorshallfurnish,athisowncost,testcertificates,cali brationcertificatesforthevariousmaterialsandequipment as called for by the Engineer-in-Charge. Such test certificatesshould be for the particular consignment/lot/piece as decided by theEngineer-in- Charge.Thedetailsinrespectofthetestandcalibrationcertificatesshallbeasd ecidedbytheEngineer-in-Chargefor therelevantitems.

1. ConstructionprogrammeandSiteorderbook ConstructionProgramme:

Thecontractorshouldfurnishanoverall constructionprogrammefortheapprovaloftheEngineer- inchargebeforethe start of theworks.Theconstructionprogrammeshallclearlyshowall thesequentialactivitiesofworkrequiredtobecarriedoutfromthecommenc ementoftheWorkuptotheVirtualCompletion.

Theconstructionprogrammeshallbebasedonthemutuallyagreedmilest ones.

Every month, or sooner if required by the Engineer-in-Charge, theapprovedprogrammechartsshallbereviewedinrelationtotheactual progress of the Work, and shall be updated as necessary. If atanytimeitappearstotheEngineer-in-Chargethattheactualprogress of the Work does not conform to the approved programme,theContractorshallproduce,atitsexpenseandwithoutreimbur sementtherefore,arevisedprogrammeshowingthemodificationstotheapp rovedprogrammeandtheadditionalinputofresources by the Contractor necessary to ensure completion of theWorkwithinthetimestipulatedforcompletion.

The submission to and approval by the Engineer-in-Charge of suchprogrammesorthefurnishingofsuchparticularsshallnotrelievethe

Contractorofanyofhisresponsibilities,obligationsandliabilitiesundert heContract.

Site Order Book/Work spot Order Book –shall be maintained at theSite as per the provisions contained in the Revised Kerala PWD Manual- 2012.

SiteRegister:

76.3.1. The Contractor shall maintain a site register that records the nameandtimeofarrivalanddeparture,atSite,ofanyvisitors.

1. Protectionsofworks:

The Contractor shall take full responsibility for the proper care andprotection of the Work from commencement of work until completionand handing over of the Work to the Assistant Engineer at no additionalcost. The Contractor shall protect and preserve the Work in every wayfromany damage, fire or accident, including by providingtemporaryroofs, boxing or other construction as required by the Engineer.

ThisprotectionshallbeprovidedforallpropertyontheSiteaswellasadjacentt otheSite.TheContractorshalladequatelyprotect,tothesatisfaction of the Engineer-in-Charge, all the items of finishing work toprevent any chipping, cracking, breaking of edges or any damage of anykindwhatsoeverandtopreventsuchworkfromgettingmarkedorstained or dirty. Should the Contractor fail to protect the Work or anypartthereofandshouldanydamagebecausedtothesame,theContractor shall be responsible for all replacement and rectification, asdirected by the Engineer, and all costs and expenses in connection withsuchreplacementandrectificationshallbetotheaccountoftheContract orandshallbebornebyhim.

TheContractorshallinconnectionwiththeWorkprovideandmaintainathiso wncostalllights,securityguards,fencingandanything else necessary for the protection of the Work and for the safetyof the public and everyone associated with the Work, all to the approvalandsatisfactionoftheEngineer-in-Charge.

AlloperationsnecessaryfortheexecutionoftheWork shall becarriedoutsoasnottointerferewiththeconvenienceofthepublic,orwith the traffic, or the access to, use and occupation of public or privateroadsandfootpathsorofpropertieswhetherinthepossessionoftheEmpl oyerorof any other person. The Contractor shall save harmlessandindemnifytheEmployer&Engineerinrespectofallclaims,proceed ings,damages,costs,charges, and expenses whatsoever arisingoutoforinrelationtoanysuchmatters.

1. Cleaningofworksandclearingofsite:

The Contractor shall maintain the Site, adjoining areas within 20metersallaroundsiteandallWorkthereoninneat,cleanandtidy- conditionsatalltimes.TheContractorshallremoveallrubbishanddebrisfro mtheSiteandadjoiningareasondailybasisandasdirectedby the Field Engineer. Suitable steel skips shall be provided at strategiclocationsaroundtheSitetoreceivewasteandpackagingmaterials.

Just prior to the Virtual Completion of the Work, or whenever sodirected by the Engineer, the Contractor shall carry out all the worknecessary to ensure that the Site & 20 meter area all around site is clearand the Work are clean in every respect, the surplus materials, debris,sheds and all other temporary structures are removed from the Site, allplant and machinery of the Contractor are removed from site, the areasunder floors are cleared of rubbish, the gutters and drains are cleared,the doors and sashes are eased, the locks and fastenings are oiled, allelectrical, plumbing and other services are tested and commissioned, thekeysareclearlylabelledandhandedtotheAssistantEngineer,sothatat

the time of Virtual Completion the whole Site and the Work are left fitforimmediateoccupationanduse,totheapprovalandsatisfactionoftheEn gineer-in-Charge.

ShouldtheContractorfailtocomplywiththecleaningrequirements, whether progressively or before completion, or fail to clearthe Site and 20 meter area all around site as directed and required, thentheEngineer-in- Charge,aftergivingduenoticeinwritingtotheContractor, shall have the right to employ other persons or agencies tocarry out the cleaning and/or clearing work and all costs incurred onsuch work shall be recovered from the Contractor and shall be deductedbytheEmployer/Engineer-in- Chargefromanymoneythatmaybepayableorthatmaybecomepayabletothe Contractor.

1. Settlementofdisputes

Arbitrationshallnotbeameansofsettlement of any dispute orclaim out of this contract. All disputes and differences arising out of thecontractmay be resolved through discussions between the EmployerandtheContractorwithinthepurviewofthecontractagreement.Ifsuc h

discussionsarenotfruitful,thedisputesshallbesettled only by theCivil Court in whose jurisdiction the work covered by the contract issituated, or in whose jurisdiction the contract was entered into in casetheworkextendedtothejurisdictionofmorethanonecourt.

# PartIII-SPECIALCONDITIONSOFCONTRACT

1. General

TheSpecialConditionsofContract are an extension of and are tobereadinconjunctionwiththeGeneralConditionsofContract.

Shouldtherebeanycontradictoryrequirementsinthe two, the requirement aspertheSpecialConditionsofContractshallprevail.

1. Referencedrawings

TheContractorshall maintain on site one set of all Drawingsissuedtohimforreference.

1. Completiondrawings(AsBuilt)&Measurementbooks

On completion of the Work, the Contractor shall submit three (3)complete sets of drawings and marked up prints of "AS BUILT" drawingsverified and approved by the Engineer-in-Charge. These drawings shallinclude and show all the changes / deviations made from the workingdrawings during the course of construction and also the other details ascalledforbytheEngineer-in- Charge.DuringtheexecutionoftheWorksa set of drawings prepared initially shall be retained in the ContractorsSite Offices for the exclusive purpose of recording changes made to theWork as the construction proceeds. The drawings shall be prepared oncomputerthroughCADSoftwareandprovidedtotheEngineer-in- Chargeashardandsoftcopy.

1. Testingofinstallations:

All water retaining structures and the basement shall be tested asspecified for the waterproof qualities, in the presence of the Engineer- in- Chargeorhisauthorisedrepresentative.TheContractorshallalsoperformall suchtestsasmaybenecessaryandrequiredbytheEngineer-in- Chargetoensurequalityoftheexecutedworks.TheContractorshallprovideal llabour,equipment,andmaterialsetc.,requiredfortheperformanceofthetes ts.

1. QualityassuranceandQualityControl

The Contractor shall establish an effective quality control systemattheSiteandimplementthesamethroughan independent teamconsistingof qualified and experienced Engineers and technicalpersonneltoenforcequalitycontrol on all items of the Work at allstages.Generallythefollowingaretobenoted regarding the qualitycontroloftheworksinthiscontract.

Quality control of various items in this Work shall be governed bythe provisions of Quality Control (QC)Manual approved videGO(Rt) No- 1339/2015/PWD dated 10-9-2015 and Kerala PWD QualityControl laboratory Manual approved vide GO(Rt) No-1346/2015/PWDdated11- 9-2015andsubsequentmodificationsifany.

TheintendingbiddersareexpectedtofamiliarizewiththecontentsofQCmanualb eforeparticipatinginthebid.

Technical audit as envisaged in clause 2406 of the revised PWDManual- 2012 shall be carried out for this Work. The contractor shallextendfullcooperationtotheagencyentrustedwiththetechnicalaudit. Thecontractorshallextendfullcooperationtothedepartmentalofficersofqualit ycontrolwingfortakingsamples, curing and keepingtheminsafecustodywhenever required. The contractorshall issueproperacknowledgementforsamplessokeptinhissafecustody.

Thecontractoristomobilisetechnicalpersonnel who are wellversedwithqualitycontrol tests and other guidelines stipulated in theQCmanual.

ForWorksorworkscostingmorethanRs.200lakhs,theselectedContractorshall establishsitelaboratorieswithrequiredfacilitiesasspecifiedinPWDLaboratory Manual.

Thecontractorisresponsibleforensuringqualityofeachitem ofworkinthiscontract.

BeingtheagencyentrustedwithexecutionoftheContract, theprimaryresponsibilityforensuringqualityofeachitemofworkinthisContrac tisvestedwiththeContractor.Engineer or his Representativeshallissue guidelines as and when required for ensuring QualityControl,whichtheContractorhastofollow.

The Engineer and his Representative shall have the right to directContractortoremovematerialssuppliedwhichdonotconform tostandardsspecified.

ForworkscostingmorethanRs.200lakhs,thecontractorshallconductfirsttierq ualitycontroltestsforallitemsofworkatthelaboratoryaspertheprocedurestipu latedintheQualityControlManualathisownexpense.

The Contractor is bound to carry out rectification works at his owncost,ifresultsobtainedduring quality control tests either in the first- tierorsecond- tierdonotcomplywiththestandards.Heshallalsocarryoutrectificationworks,if anypointedout during technical audit doneaftercompletionofwork.

The decision of the Engineer-in-charge regarding compliance oftestresultsandrectificationworkstobedoneshallbefinalandbindingontheco ntractor.

Payment for works which are to be re-done or rectified will be madeonlyaftertheEngineer-in charge, after inspection, certifies in writingthattherectifications have been done satisfactorily and the results ofthetestsconductedaftertherectification comply with the specifiedvalues.

Thirdpartytestingshallbedoneinanindependentapprovedlaboratory,iftherei sdisputeduetodifferenceinthetestresultsoffirst-tierandsecond- tiertestingorifanymanipulatedresultsaresuspected.Incase,certainspecifictest scannotbecarriedoutwiththefacilitiesavailableintheContractor'ssitelaborato ryor theDepartmentlaboratories,thirdpartytestingshallberesortedto.

Engineerinchargeshalldecidewhetherthirdpartytestingisrequired to settle a dispute. His decision will be final and binding on theContractor. Third party tests, if approved by the Engineer-in charge shall bearranged by the Contractor in an approved laboratory as directed by theEngineer-in- charge.Itisdesirablethatthetestshallbedoneinthepresenceoftherepresent ativesoftheEngineer-inchargeandtheContractor to eliminate any further disputes. The expenses shall be metbytheContractor.Theresultobtainedinthetestshallbefinalandbindingo nboththeContractorandtheEmployer.

Wherever specified, the contractor shall also obtain manufacture’stestcertificatefromthemanufacturer/dealerandsubmitthes amebefore executing the items listed in such certificates. Contractor shall beresponsible for the genuineness of the Manufacturer's Test Certificateobtainedandsubmittedbyhim.HeshallrecordastatementintheM anufacturer’sCertificatethat“ThisCertificateforsupplyof................

(NameofmaterialwithitemnoinBoQ)hasbeenobtainedbymefrom..

..............................(Name andaddressofManufacturer/Dealer)on......

(dateofreceiptofcertificate)fortheactualmaterialssuppliedatsite. Theratequotedbythe biddershall include all expenses forcarrying out the first tier quality control tests. Expenses for third partytestsasdetailedinclause7.4ofthe introduction to QC Manual, ifrequired,shallalsobebornebytheContractor.

1. Drilling,cuttingetc.

All cutting and drilling of walls or other elements of the building orstructure for the proper entry/installation of inserts, boxes, equipment,etc. shall be carried out using electrically operated tools only. Manualdrilling,cutting,chiselling,etc.shallbepermittedwiththewrittenapp roval of Agreement authority. No structural member shall be cut orchasedwithoutthewrittenpermissionoftheEngineer-in-Charge.Cutting and drilling of structural members shall be carried out usingvibrationfreediamondwiresawinganddiamonddrillingonlywithprio rpermission from the Engineer-in-Charge. The costs for procurement andusing such equipment are deemed to be included in the Contract and noextracostswillbepaid.

Horizontalcuttingofwallsorothersupportingstructuralelementsforlayingpipe conduits,watersupplylinesetc.,shallbeavoidedasfaraspossible.Conduitsshall belaidthroughlintelsorslabsorsimilarelementswithoutaffectingthestructural safety.Theconduitsshallbeconnectedtotherequiredlocationsthoughverticalc utsinthewallsorthesupportingelements.

1. Approvalbystatutorybodies: TheEmployershallobtainBuildingPermitand

OccupationCertificateaftercompletionofworkfromtheconcernedLocalselfGo vernmentInstitution, if applicable under this Contract. TheContractorshallberesponsibleforprovidingrequirednoticesto

authorities and to obtain and retain with him at his own cost all otherapprovalsfromthestatutorybodiespertainingtoworksunderthistend er and temporary structures to be constructed at site or equipmentstobeerected,labour,EmployeeInsurance,ProvidentFunds,Tax Departments.etcandanyotherapprovalrequiredtofacilitateperformance

of Contractor’s work under the Contract till completion.Refusalbystatutoryauthoritiestoissueanycertificateoranyoth erapprovals due to the Contractor’s failure to observe the relevant rulesand regulations in connection with the construction in accordance withthe sanctioned plans and/or specifications shall render the Contractorliablefordamagesandinaddition,renderhimliabletoobtainsuch certificatesathiscost.

1. Nameboardandpublicity

The contractor is not entitled to do any publicity on account of theWork.Contractorshallnotputanyhoarding,publishanyadvertisement, put any banner or circulate any pamphlet or adopt anyotherpublicitymethodsexceptwithpriorwrittenapprovaloftheEnginee r-in-Charge. A name board may be made and displayed by theContractorathisowncostattheSiteatsomeapprovedplace.Thedrawing of the Name Board shall be got approved from the Engineer-in- Charge.Thecontentsoftheboardshallbeasfollows:-

* 1. NameoftheWork.
  2. Nameof theEmployer.
  3. NameofAgreementAuthoritywithaddress
  4. Engineer-in-ChargeandFieldEngineerswithcontactdetails.
  5. ContractingAgencywithcontactdetails.
  6. Contract Price, Date of Start and Expected date ofCompletion

1. WaterandElectricity

Contractorshallmakehisownarrangementforelectricityandwaterforconst ructionpurposes.Thewaterusedforconstructionpurpose shall be potable and tested once in every 6 (six) months. ThesourceofwatershallbeapprovedbytheEngineer-in-charge.

The contractor shall arrange the water good for construction andpersonaluseathisowncostandshallberesponsibleforallfurtherconnect ions,pumps,pipes,storagefacilitiesandallotherthingsnecessarytodistribut eanduseservicesfromthisdistributionpoint.

TheelectricityrequiredforConstructionWorkshallbearrangedbythe Contractor from the authorities and/ or generators provided at siteathisowncost.Contractorshallberesponsiblefor all distributionpoints as may be required for the Work. The Contractor shall also makearrangement for alternative standby services at his own cost in the formof additional Generators of adequate capacity (day and night) so thatthereisnodelayinprogressofWorkasperconstructionschedulesubmitt ed by him and approved by the Engineer-in-Charge. Contractorshallensureadequatecapacityofgeneratorstosupportsuchloads haringwithothervendors.

TheContractorshallprepareschematicdistributiondiagramsofdistributionofe lectricityandwaterforconstruction purposesincorporatingallsafetiesandgetthemapprovedbythe Engineer-in- Charge,thedistributionatsiteshallbeinaccordancetotheapprovedschematic.T hecontractorshallensureincorporationandstrictimplementationofallsafetyp arameters,equipments,instrumentsanddirectionsgivenbytheEngineerfromti metotimeinthisregard.

Thecontractorshallinstallthetemporarydistributionlinesforwater and electricity ensuring that work of other agencies / vendors isnot interrupted or hampered. In case during the course of constructionthese lines foul or interrupt or hamper the work of other agencies /vendors, the contractor shall remove and relocate the service lines andrelocatethesameathisowncostwithinthetimestipulatedbytheEngineer

-in-Charge.

All statutory Fees, & miscellaneous expenses and costs for electricpowerandWaterconnectionforconstructionpurposesshallbeborn ebytheContractor.

1. Deleted
2. Protection/preservationoftrees:

Contractorshalltakeallmeasures necessaryto ensure theprotectionandpreservationofexistingtreeswithin / outside theboundaryofthesite.Contractorshallberesponsibleofanydamage/casualtyt othetreeshappeningasaresultofhisworkingatsiteandforany action, claim, penalty or expenses imposed by the forest / any otherdepartment.Noclaim/paymentshall be payable to the contractor onthisaccount.

1. Sub-Contracting

No subcontracting shall be done without prior written approval ofAgreement Authority. Maximum value of works to be sub-contracted islimitedto25%ofContractvalue.Thevalueofasub-contractandProvisional Sums items as and when awarded, should be intimated bythe Contractor to the Engineer-in charge and it should also be certifiedthat the cumulative value of the sub-contracts awarded so far is withintheaforesaidlimitof25%.AcopyofthecontractbetweentheContracto rand Sub-Contractor shall be given to the Engineer within15 days ofsigningandinanycase7daysbeforetheSubContractor starts theWorkandthereaftertheContractorshallnotcarryanymodificationwitho ut the consent in writing of the Engineer. The terms and conditionsof sub-contracts and the payments that have to be made to the sub- contractorsshallbethesoleresponsibilityoftheContractor.Paymentstobem adetosuchsub-contractorswillbedeemedtohave beenincluded in the Contract price. However, for major sub-contracts (eachcostingoverRs50lakhs),itwillbeobligatoryonthepartoftheContracto r to obtain consent of the Engineer. The Engineer will give hisconsentafterassessingandsatisfyinghimselfofthecapability,experience and equipment resources of the sub-contractor. In case

theEmployerintendstowithholdhisconsent,heshouldinformtheContracto rwithin15daystoenablehimtomakealternativearrangementstofulfilhispr ogramme.

The Contractor shall provide sufficient superintendence, whetheron the site or elsewhere, to ensure that the work to be carried out by asub- contractorcomplieswiththerequirementsoftheContract.

The proposed sub-contract terms and conditions shall impose onthesub- contractorsuchtermsoftheContractasareapplicableandappropriate to the part of the Works to be sub-contracted, to enable theContractortocomplywithhisobligationsundertheContract.

Notwithstandingany consent to sub-contract given by theEngineer,ifinhisopinionitisconsiderednecessary,the Engineer-in- chargeshallhavefullauthoritytoorderthe removal of any sub- contractorfromtheSiteoroff-Siteplaceofmanufactureorstorage.

1. SpecialisedWorkstobecarriedoutbylicensedpersons/firms: Technicallycompetentpersonsorfirmsholdingvalidlicensesobtained from competent local authority/ proven experience record shallonlycarryoutanyspecialworksandserviceinstallationsincludedinthe scope of the Work. The list of such special works are available in theGovernmentorderNo-GO(Ms)No-65/2015//PWDdated24-7-2015.
2. Contractor'stemporaryworksdesign

The Contractor shall, prior to commencing the construction of anytemporaryWorkslikeearthprotectionworksfordeepexcavations,tempora ryplatforms/formworksforheavyconcretingetc,submitacertificatetotheEngi neersignedbyhimcertifyingthatthetemporaryWorkshavebeenproperlyandsa felydesignedandcheckedtocarrythe

intendedloadwithoutfailureandthattheContractor has checked theeffectoftheTemporaryWorksonthePermanentWorksandhasfoundthistob esatisfactory.TheEmployerandtheEngineershallnotberesponsibleforanyfailu reofsuchtemporary structures and theContractorisboundtotakecareofallexpensesrelatedtosuchfailures,itsrectif icationandsubsequent remedial measures if any at no extracost.

1. DeductiontowardsthecostofBitumenifsuppliedbytheEmployer Thecostofbitumenwillberecoveredat the rate specified incontract data which is excluding cost of empty drum and empty drum ofbitumenusedonthework should be returned in good condition. Ifemptydrumisnotreturnedingoodcondition,the value of empty tardrumwillberecoveredatthe rates specified in contract data as perrules.AlsotherateforrecoveryofexcessBitumen usedifanyshallbedoubletheissuerateormarketratewhicheverismore.
2. ContractorsTechnicalPersonnelatsite Thecontractorshallemployengineeringpersonnelinadditiontoothersupporti ngstaffasdetailedbelowfortenureofthe contract forworkssupervisiondependinguponthecostofwork.
3. adiplomaholder(CivilEngineering)withsufficientpracticalexperi ence for the proper execution and supervision of

workscostingfromRs.5lakhsto75lakhs

1. one Engineering Graduate(Civil Engineering) and onediplomaholder(CivilEngineering)forworkscosting Rs.75lakhsupto150lakhsand
2. ForworksfromRs.150lakhstoRs.250lakhs-
   1. WorksManager- 1no(CivilEngineeringGraduatewithminimum3yrsexperien ce)
   2. SiteEngineers-2 nos(one Civil Engineering graduateandonecivildiplomaholderwithminimum1yearex perience)
3. ForworksfromRs.250lakhstoRs.500lakhs-
   1. WorksManager- 1no(CivilEngineeringGraduatewithminimum5yrsexperien ce)
   2. SiteEngineers-3nos(one Civil Engineering graduateandtwocivildiplomaholderwithminimum2yearex perience)

IftheContractorfailstoemploytherequiredengineeringpersonnelatsiteaspert he above, the Engineer-in charge shall impose a penaltyfor non- engaging the required personnel at site at the appropriate dailywagesratespublishedbytheGovernment(FinanceDepartment- Enhancementofremunerationofdailywagepersonnelandpersonsoncontracta ppointment)prevailingatthetimeofsuchnonengagementonaperdaybasis.This amountshallbedeductedfromanymoneysduetothecontractorbywayofthiscon tract.

1. ContractorsEquipmentsatsite

Thecontractorshallown/hire/deploytherequiredtoolsandplantsasspecifiedi ntheContractdata for the satisfactory execution of thework.

1. SpecialConditionsforKVATaspertheKeralaFinanceAct2008

In case of Civil works awarded by Government of Kerala deductiontowards KVAT at the prevailing rates(as provided in the Contract Data)willbedoneonthegrossamountofbillpayable for the bidders everytime.TheVAT amountwillberetained by the Engineer-in charge whenthebillfortheworkispassedforpaymentandtheamountsoretainedshallb ecreditedtothesalesTax Department. Necessary certificates inthisregardshallbeissuedtotheContractorinduecourse.

1. SpecialconditiontowardscontributionofKeralaConstructionWorkersWelfareFun dBoard.

DeductiontowardstheKeralaConstructionWorkersWelfareFundBoard contribution will be made at the prevailing rate(as provided in theContractData) from any bill amount which includes cost ofdepartmentalmaterialsand hire charges of departmental tools andplants . This amount shall be remitted to K.C.W.W.F. by the Engineer- inchargewithin15daysof thepayment to the Bidder. Necessarycertificatesinthis regardshall be issued to the Contractor in duecourse.

1. Deleted

**TECHNICALSPECIFICATIONANDCONDITIONSREGARDINGTHISWORK**

1. General
   1. Thespecificationsand mode of measurements forBuilding worksshallbeinaccordancewithCentral Public Works Department(CPWD) Specifications 2009 Volumes I and II and Kerala PWD ManualandthatforRoadandBridgeworksshallbeinaccordancewithMoRTH

/IRCspecificationswithuptodatecorrectionslipsunlessotherwise specified in the nomenclature ofindividual itemorintheindividual item specification in the Bill of Quantities. The entire workshall be carried out as per the above specifications in force with up todatecorrectionslipsissueduptothedateofopeningoftender.

* 1. For the item not covered under CPWD Specificationsmentionedabove,theworkshallbeexecutedasperlatestreleva ntstandards/codespublishedbyB.I.S.(formerlyISI)inclusiveofallamendme nts issued thereto or revision thereof, if any, up to the date ofopeningoftenders.
  2. IncaseofB.I.S.(formerlyI.S.I)codes/specificationsarenotavailable,the decisionoftheEngineerbased on

standardsprescribedbyASTM,BS,DIN,AASHTOandsimilarorganisationsor acceptable sound engineering practice and local usage shall be finaland binding on the contractor. However,in the event of any discrepancyin thedescription ofanyitemasgiven in thebillofquantitiesorspecifications appended with the tender and the specifications relatingtotherelevantitemasperCPWD/MoRTHorotherspecificationsment ionedabove,orindrawingstheformershallprevail.

* 1. The work shall be carried out in accordance with the design anddrawings furnished by the Department. The drawings shall have to beproperly co-related before executing the work. In case of any discrepancynoticed between the drawings, final decision, in writing of the Engineershall be obtained by the contractor. For items, where so required, bythe relevant clause in PWD Quality Control Manual, samplesshallbeprepared beforestartingtheparticular items of work for prior approvaloftheEngineerandnothingextrashallbepayableonthisaccount.
  2. Allmaterials to be used on works shall bearI.S. certificationmarkunlessspecificallypermittedotherwiseinwriting.IncaseI. S.marked materials are not available (not produced), the materialsusedshall conform to relevant I.S. Code or CPWD/MoRTHspecifications,asapplicableinthiscontract.
  3. Insuch cases the Engineer shall satisfy himself about the qualityof such materials and give his approval in writing. Only articlesclassified as “Premium/First Quality" by the manufacturers shall beusedunlessotherwisespecified.FirsttierQualityControltestsforallmaterialsa ndworkshallbedoneaspertheprocedureandfrequencydetailedinPWDQualityC ontrolManual. Properproof of procurementofmaterialsfromauthenticmanufacturersshallbeprovidedbythec ontractortothesatisfactionofEngineer.Manufacturer’stest certificateshallalsobeproducedbyContractor as required in the relevantprovisionsofthePWDQualityControlManual.The contractorshallcarryout Mix Design for all RCC works done by the labs approved by theGovernment. Reinforcement steeland Cement shall be as per theFinanceDepartmentcircularNo-8/2016/Findated4-2-2016.
  4. In respect of the work of other-agencies deployed in the same sitethroughaseparatecontractbytheEmployerfordoingworklikeelectrificat ion, air-conditioning,external services, otherbuildingwork, horticulturework,etc.and any other agencies simultaneouslyexecutingotherworks,thecontractorshall affordnecessarycoordination and facilities for the same. The contractor shall leavesuch necessary holes, openings, etc.for laying / burying in the workpipes, cables, conduits,clamps, boxesand hooks for fan clamps, etc. asmayberequiredfor theelectric,sanitaryair- conditioning,firefighting,PAsystem,telephone system, C.C.T.V. system, etc. andnothingextraovertheagreementratesshallbepaidforthesame.
  5. Unless otherwise specified in the bill of quantities, the rates forallitemsofworkshallbeconsidered as inclusive of pumping out orbailing out water if required for which no extra payment will be made.Thiswillincludewater encountered from any source such as rains,floods,orduetoanyothercausewhatsoever.
  6. Any cementslurry added over base surface (or) forcontinuation of concreting for bond is added its cost is deemed tohave in built in the item unless otherwise/explicitly stated andnothingextrashallbepayableorextracement considered withconsumptiononthisaccount.
  7. Therateforallitemsinwhichtheuseofcementisinvolvedisinclusiveofchar gesforcuring.
  8. Thecontractorshallclearthesitethoroughlyofall scaffoldingmaterials and rubbish etc. left out of his work anddressthesitearound the building to the satisfaction of the Engineer before theworkisconsideredascomplete.
  9. Ratesforplasteringwork,ifany(excludingwashedgritfinishonexternalw allsurfaces)shallincludeformakinggrooves, bands, chickenwiremeshoverjointsetc.whereverrequiredandnothingextrashallbepai dforthesame.
  10. Theratesquotedforallbrick/concreteworkshallbedeemedtoincludema kingopeningsandmakinggoodthesewiththesamespecificationsasshown indrawings and/or as directed. No extrapaymentshallbemadetothecontractoronthisaccount.
  11. Ratesforallconcrete/plasterworkshallincludeformakingdripcoursemo ulding,groovesetc.whereverrequiredand no extra shall bepaidforthesame.
  12. Ratesforflooringworkshallincludeforlayingtheflooring instrips/aspersampleorasshownindrawingswhereverrequiredandnothingex trashallbepaidforthesame.
  13. Thedrawing(s)attachedwiththetenderdocumentsareforthepurposeoft enderonly,givingthetenderer a general idea of the natureandtheextent of works to be executed. The rates quoted by thetenderershall bedeemedtobeforthe execution of works taking intoaccountthe"DesignAspect"oftheitemsandinaccordancewiththe"Construct ionDrawings"to be supplied to the Contractor duringexecutionoftheworks.
  14. The quoted rate shall be for finished items and shall be complete inallrespects including the cost of all materials, labour, tools &plants,machinery etc., all taxes, duties, levies, octroi, royalty charges, statutorylevies etc. applicable from time to timeand any other item required butnotmentionedhereinvolvedintheoperationsdescribedabove.TheEmplo yer shall not be supplying any material, labour, plant etc. unlessexplicitlymentionedso.
  15. Therecouldbesomerestrictionsontheworkinghours,movementofvehicl esfortransportationofmaterials and location of labourcamp.Thecontractorshallbeboundto follow all such restrictions and adjusttheprogrammeforexecutionofworkaccordingly.
  16. The contractor shall also ensure that all work sites within the siteare properly cordoned off by means of barricades and screens up to aheight of 3.0 m above ground level at his own cost. The contractor shalluse pre-coated GI sheets which are in good condition mounted on steelprops.
  17. Stackingofmaterialsandexcavatedearthincludingitsdisposalshallbe doneasperthedirectionsoftheEngineer-in-Charge.Double

handlingofmaterialsorexcavatedearthifrequiredshallhavetobedonebythecon tractorathisowncost.

* 1. The Contractor will have to take prior approval of the Engineer- incharge for the Make of materials before procurement of the same. It mayalsobenotedthatifanyofthemakesdoesnotcomplywithStandards,itwillnot beallowedforuse.Noclaimwhatsoevershallbeentertainedonthisaccount.
  2. The contractor shall clear the site of all rubbish, remove all grassand low vegetation and remove all bush wood, trees, stumps of trees, andother vegetation only after consultation with the Field Engineer as towhichbushesandtreesshallbesaved.
  3. Thecontractorshallcarryoutthesurveyofthesiteandshallestablish sufficient number of grids and level marks to the satisfaction ofthe Engineer-in-charge, who shall decide on the basis of this information,thegenerallevelsoftheconstructionworks.
  4. Priortocommencementofconstruction,thecontractorshallinconsulta tionwiththeEngineer-in-charge,establish severalsitedatumbench- marks,theirnumberdependingontheextentofthesite.Thebench- marksshallbesitedandconstructedsoastobeundisturbedthroughouttheper iodofconstruction.
  5. TheEngineer-inchargemighthavegotthesoil investigation doneand if so, copy of the report will be handed over to the contractor for theirscrutinyuponspecificrequestbytheContractor.TheContractorshallhowev erinspectthesiteandstudy the findings from the trial pits orboresinordertoassesstheproblemsinvolvedinandmethodsto beadopted for excavation and earthwork. The contractor shall ascertain forhimselfallinformationconcerningthesub- soilconditions,groundwatertablelevelsandintensityofrainfall,floodingofthesit eandalldataconcerningexcavationandearthwork.TheEmployershallnot beresponsibleforanylaterclaimsofthecontractorforanyextra workrequiredtobedoneonaccount of this and shall not pay any extraamountinthisregard.
  6. TheContractorshallsetouttheworksusingTotalStationandduringthe progressofthebuildingshallamendathisowncost anyerrors arising from inaccurate setting out. During the execution of theworkcontractormustcrosscheckhisworkwiththedrawings.Thecontract or shall be responsible for all the errors in this connection andshallhavetorectifyalldefectsand/orerrorsathisowncost,failingwhich the Engineer-in charge serves the right to get the same rectified attheriskandcostofthecontractor.
  7. Cleaning up and handing over:- Upon completion of the work alltheareasshouldbecleaned.Allfloors,doors, windows, surface, etc.shallbecleaneddowninamannerwhichwillrendertheworkacceptableto theEngineer-in-charge.Allrubbishduetoanyreason,shallberemoved daily from the site and an area of up to ten metres on the outerboundaries of the premises will be cleaned by the contractor as a part ofthecontract.UponcompletionoftheWork,thecontractorshallhandovertot heAssistantEngineerthefollowing:
     1. Writtenguaranteeandcertificates
     2. Maintenancemanuals,ifany,and
     3. Keys.
  8. Samples :-The contractor shall submit to the Engineer-in chargesamples of all materials for approval and no work shall commence beforesuchsamplesaredulyapproved.Samplesofmaterialsfor concreteworks, masonry units, building insulation, finished hardware, door andwindows, flooring materials etc. and every other work requiring samplesas detailed in the PWD Quality Control Manual or as required by theEngineer-in charge shall be supplied to them and these samples will beretainedasstandardsofmaterialsandworkmanship.Thecostofprocuring the samples shall be borne by the contractor. Throughout thisspecification, types of material may be specified by manufacturer’s namein order to establish standard of quality, price and performance and notforthepurposeoflimitingcompetition.Unlessspecificallystatedotherwis e,theBiddermayassumethepriceof'approvedequivalent'except that the burden is upon the contractor to prove such equality, inwriting.
  9. Tests :- All materials and methods of tests shall conform to thelatestrules,regulationand/orspecificationsaspertheprovisionslaidouti nthePWDQualityControlManualandPWDQualityControlLaboratory Manual. The Engineer-in charge will have the option to haveany of the materials tested and if the test results show that the materialsdonotconformtothespecifications,suchmaterialsshallberejected. The expenses to carry out testsas per frequency and procedure detailedin the PWD Quality Control Manual and PWD Quality Control LaboratoryManualwillbedeemedtobeincludedintheRatesquoted.
  10. ModeofMeasurements:- AllmeasurementswillbetakeninaccordancewithKeralaPWDmanual.
  11. TheratestenderedbyaBidderfortheworkshallincludethecostof:

1. Alllabourandsupervisionthereof,allmaterials,tools,implements andplantofeverydescription,ladders,cordagetackle,etc.aswellastheprovision ofsafeandsubstantialscaffoldingrequiredfortheproperexecutionoftheworkin conformitywiththevariousitemsofwork;
2. Supplyingtherequisiteagencywithnecessaryequipments,tosetoutthework aswellastoaffordfacilitiesforsuchexaminationoftheworkas the Departmental Officers may at any time consider desirable, as alsoto count, weigh and assist in the measurement or check measurement oftheworkormaterials;
3. Providingandmaintainingalltemporaryfences,shelters,lights,watchmena nddangersignalsandsuchotherprecautionsasarenecessaryfortheprotecti onoftheworkormaterials,aswellastoprotect the public and those connected with the work from accidents atthesiteof,oronaccountofthework;
4. All sheds, mortar mills and mixing platform of every kind required fortheproperexecutionoftheworkaccordingtothespecifications;
5. Allfeesandroyaltiesofmaterialsand
6. Finallyclearingawayofallrubbish,surplusmaterials,plantetc.oncompletion of the work and dressing and levellingof and restoring thesite to a tidy condition, prior to handing over the work to the AssistantEngineerandalsoitsmaintenanceuntilsotakenover.
   1. 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 onthe work, the Bidder must always stack or arrange them neatly on levelground or on ground cleared and levelled by him for the purpose in suchmanner as may be ordered by the Engineer so that they may be easilysusceptible for inspection and measurement, the cost of such clearing,levelling and stacking or arranging being included in the rates for work.Eachstackmustbestraightandofuniformsectionthroughoutandofthe dimensions specified by the Field Engineer. Materials not stacked orarranged in accordance with instructions issued will not be measuredandpaidfor.
   2. The Bidder should state whether he has all the plant necessary forexecution of the work. If the opinion of the Engineer-in charge, Bidder’sownplantisneithersufficientnorsuitablefortheproperexecutionoft hework, the department may supply other available plant and recover hirechargesforthesame.ThedecisionoftheEngineer-inchargein themattershallbefinalandbindingontheContractor.
   3. TheContractorshallbeartherunningexpensesinclusiveofpayofthedepar

tmentalstaffattachedtosuchplantandcostofrepairsofall

Governmentplantwhileinhispossessiononhireasalsothecost ofrestoring the same in good condition at the time of return, due allowancebeingmadeforfairwearandtear.

* 1. AllmaterialsandplantthataretobemadeovertotheBidderbytheDepartm entshallbehandedovertohimat the Section OfficeStore/yard and the charges for their handling, loading and unloadingandconveyancetoandfromfortherespectiveworkasalsoforstackingt hematerialsneatlyandin regular heaps on the ground or sheds towhichtheyarebroughtshallbedeemed to be included in the rates forthework.
  2. UnlessotherwisespecificallyprovideforintheContract,theContractorsha llathisowncostkeepallportionsoftheworkfreefromwaterwhetherduetospring s, or inclement weather and neat andsanitaryconditionandshallalsoseethatdrainageandsewage arepreventedfromenteringthesiteofworkoraccumulatingtherein.
  3. TheBiddershallberesponsiblefor the proper use and bear thecostofprotectionof materialsmadeover to him by the Department foruseontheworkandbearanylossformdeteriorationoffromfaultyworkmanshi poranyothercause.Thecostofmaterialsthusallowedtodeteriorateamountingas itdoestoandexcessissueoversanctionedquantities, will be recovered at rates 20 percent over the actual cost. TheordersoftheEngineer-inchargein the matter shall be final binding ontheContractor.
  4. TheContractorshallberesponsibleto see that the level or theotherpegs,profiles, bench,marksmasonry pillars or other marks set upbytheDepartmentforguidanceintheexecutionoftheworkarenotdisturbed,re movedordestroyedIfthesameisdisturbed, it will bereplacedbytheEngineeratthecostoftheContractor.
  5. Any materials brought to the site of work, or any work done by theContractor but rejected by the Engineer-in-charge as being not up to thespecifications shall in the case of materials supplied be then and thereremoved from or broken up at the site of work, and in the case of workdone,thedismantledorrectifiedattheexpenseoftheContractor,asmayb eorderedbytheEngineer-in-charge.
  6. In all cases whether so specified in the contract or not , the workshall be executed in strict accordance with the Contractor’s accepted bidandthesespecificationsandwithsuchfurtherdrawingsandspecifications andordersasmayfromtimetotimebeissuedbytheEngineer-incharge.
  7. Safety at Site

Tenderers alone shall be responsible for any damage to men and materials that may occur at site due to lapses in safety measures. Tenderers shall provide necessary caution boards and fencing as per the directions/ specifications of KRWSA for the trenches during the progress of work. Minimum 3 Nos. caution boards shall be placed in the approaching side& 2 nos. at the leaving side at the required distance as per the relevant safety codes. They shall also provide sufficient shoring to the sides of trenches to prevent collapse of the sides of the trenches and consequent damages to men and materials whenever the depth of trench exceeds 1.50 m or while excavating near other civil structures. During night hours, contractors shall provide sufficient lighting and watching at the site. Failure to adhere to these clauses shall attract fine and penalties by way of deductions from the payments to contractors at an amount worked out at department rates.

* 1. The rates tendered by a Contractor for the work shall include the cost of – 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 contractor must always stack or arrange them neatly on level ground or on ground cleared and leveled 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. The Contractor shall be bound to bear the expense of defense of any action or law proceedings that may be brought by person for any injury sustained owing to neglect of above precautions in connection with the execution of the work, and to pay any damages and cost which may be awarded in consequence.

1.44The Contractor shall also help himself out of any difficulties of penalties arising from interference with private property in the execution of the contract.

* 1. All other conditions existing KRWSA applicable to this tender also.
  2. The contract shall be responsible for any damage which any be caused to power or phone post or cables or to and building, walls and pipes, etc. nearby on account of excavation of the trench due to insufficient or lack of shoring or due to the result of bailing or pumping or stagnation of water. The contractor shall make his own arrangements for supporting electric and telephone post, electric and telephone cables during excavation and no extra payment will be given for

this.

* 1. . The Agency materials if any issued to the contractor shall be taken charges of at the pipe dumps or stores by the contractor after satisfying himself about their sound condition and granting receipt to the officer In Charge of the purpose of inspecting, weighing or testing the pipes and materials as he shall see fit to do.
  2. If any of the materials issued to the contractor in good condition become there after damaged before, when or after being placed in the work the contractor for the damage of the rate fixed by the Agency as per rule.
  3. No payment will be made for additional pumping for bailing out water that may be required due to the fault of the contractor by way of inefficiency or delay is carrying out the works defective works etc.
  4. If test show any defect in the work, such portion has to be redone and got retested to satisfaction of the Agency officer at the contractor's cost.
  5. All other conditions and terms of contract are the same as those current in the KRWSA.
  6. The CONTRACTOR shall be responsible for the safety custody of all materials taken charge by him subject however to the direction and control of the officer in charge.
  7. FCC. for the work of OH Reservoir /GD Reservoir will be paid only after the tank is tested by filling water as instructed by the Dept. officers without any extra cost.
  8. In addition to other tests as per M.D.S.S/C.P.W.D. and I.S.S., cube testing of concrete ofR.C.C. work shall be conducted as per relevant I.S.S. without any extra charges.

**3. ADDITIONAL TENDER CONDITIONS**

* 1. The tenders shall be submitted electronically to the Regional Project Director, Regional Project Management Unit, Kerala Rural Water Supply and Sanitation Agency (KRWSA), Matha Arcade, Thodupuzha, Idukki -685584in the method available at the website [www.etenders.kerala.gov.in.](http://www.etenders.kerala.gov.in/) All documents / attested copies shall be submitted electronically by scanning, digitally signing and uploading. The tender documents in original shall be submitted within three days of opening of the Tender. The contractors who are registered for e- tendering and having valid password can view the tender notice and the tender documents free of cost in tender free view. However on submission of tender, the tenderer will have to remit the tender fee electronically. The tender fee once paid successfully and credited to Kerala Rural Water Supply and Sanitation Agency (KRWSA) account will not be refunded even if the tender is cancelled at a later stage or the tenderer fails to upload his tender. Preliminary agreement in the prescribed form in Rs. 200/- Kerala Stamp Paper duly signed and sealed shall be uploaded without fail. The tender schedule shall be filled up in the prescribed format provided in the tender document. For uploading the tender documents, the tenderer has to remit the amount towards tender fee as well as the prescribed EMD through online payment mechanism for e-procurement system of Govt. of Kerala.
  2. The rate quoted by the contractor should be inclusive of hire charges for the tools and plant, sales tax, excise duty etc. and all other incidental charges and no extra claims on these account, will be admitted.
  3. The contractor shall be bound to carry out all extra items not provided for in the schedule but found necessary during execution of the work.
  4. The contractor shall examine whether there are any gas mains, electric or phone posts, cables, water main, sewers, covered drains etc., coming in the line of the trench and shall not excavate in such localities before such mains, cables or drains or sewer are diverted or other wise arranged for.
  5. The contractor shall be responsible for any damage which may be caused to power or phone posts or cables or to building, walls or pipes etc., nearby on account of the excavation of the trench due to insufficient or lack of shoring or due to the result of bailing out or pumping or stagnation of water. The contractor shall make his own arrangements for supporting electric and telephone posts, electric and telephone cables, existing water mains during excavation and no extra payment will be give for this.
  6. The contractor shall examine and satisfy himself that the beds of the trenches are firm and suitable for laying the pipes. Should any portion be found unsatisfactory, the contractor shall take necessary steps to make the trench firm and suitable for laying pipes.
  7. The pipes, specials and valves etc., shall be handled very carefully during loading, unloading, conveying, lowering operations as per the directions of the Agency officers under their approved modes and with approved instruments and should be satisfied that they are not defective.
  8. If any of the materials issued to the contractor in good condition become there after damage before/ or after being placed in the work, the contractor shall be liable for the damage and shall be charged at the rate fixed by the Agency as per rule.
  9. No payment will be made for additional pumping for bailing out water that may be required due to the fault of the contractor by way of inefficiency or delay in carrying out the works, defective works etc.,
  10. The laid pipeline should be tested in convenient section not exceeding 150m length at a stretch/ in suitable length fixed by the Agency. The testing of pipeline has to be done under the presence of the Officer-in-charge and

under their directions.

* 1. If test show any defect to the works, such portion has to be redone and got tested to satisfaction of the Agency officers at the contractors cost.
  2. If for lack of special after commencing the work, pipes have to be laid with open end, they have to be closed by needle plugs, at no extra cost by the contractor.
  3. All other conditions, and terms of contract are the same as those current in the Kerala Rural Water Supply and Sanitation Agency (KRWSA).
  4. All the relevant clauses of the specifications for earth works, trenching, receipt, transport and custody of materials, conveyance to work site, laying, testing etc., for CI/ DI/ AC/ PVC pipes in the Madras Detailed Standard Specification/ CPWD/ISS shall apply to all kinds of pipes.
  5. Where trenching done, caution boards, red flags and danger lights, should be provided by the contractor at his cost as per standard practices, details of which are available in the Regional Project Director’s office.
  6. After refilling the trenches, the contractor is responsible for a period of two months to maintain at his cost the surface of the refilled trenches free of depressions, potholes or other irregularities.
  7. The contractor shall be responsible for the safe custody of all the materials take charge by him subject however to the direction and control of the officer – in – charge.
  8. From the “On Account” payments, deductions shall be made by the Agency at the rate prevailing towards contribution to the Kerala Construction Workers Welfare Fund Board.
  9. The FCC for the work of OH Reservoir/ GL Reservoir will be paid only after the tank is get tested by filling water as instructed by the Departmental Officers.
  10. In addition to other test as per MDSS/CPWD/ and ISS, cube tests of concrete for RCC work shall be conducted as per relevant ISS with out any extra charges.
  11. Whenever a day’s concreting exceeds 15m3 concrete test cubes shall be cast as per standard specifications IS 456, IS 1199 (latest revision) etc., and got tested in approved laboratory to ensure the quality of the concrete work in the presence of departmental officers. The rate quoted shall be inclusive of this item and no separate payments shall be admissible.
  12. Time of completion mentioned include the Monsoon Seasons also.
  13. The tenderers shall submit the detailed programs of work along with the tender giving due consideration for the rainy seasons.
  14. Tenderers should quote the rate as shown below: a) For labour rates – the tenderers should quote percentage excess / reduction over the PAC b) The approximate quantities of materials such as steel, cement, pipes, specials etc required for the works is noted in Part II. The tenderers should quote the rate for supplying of materials for the work in Part II. The Price schedule shall be filled and submitted electronically.

4.25. Performance Guarantee at the award of contract should be 3% of Contract amount and should be submitted within 14(fourteen) days of receipt of LOA (Letter of Acceptance) by the successful Bidder. At least Fifty percent(50%) of Performance Guarantee shall be in the form of Treasury Fixed Deposit in favour of the Regional Project Director, Kerala Rural Water Supply and Sanitation Agency (KRWSA) for a period not less than 28 (twenty- eight) days after the completion of defect liability period and Balance Performance Guarantee 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 unconditional and it shall be from any Nationalised Bank/Scheduled Bank to be submitted.

* 1. The EMD deposited by the tenderer shall be released as soon as the security amount as above is deposited. Bank guarantee or other form of Security Deposit shall not be accepted towards security on any account.
  2. No exemption shall be allowed for initial security deposit and retention amounts for Govt/ Quasi Govt. undertakings unless there is specific order from government to that effect for this particular work and approved by the Agency.
  3. The contractor should maintain the pipe lines for a period of 12 months after commissioning the work at the quoted rate. On the grant of completion certificate to the contractor by the Engineer in charge of the work and within one month of the commencement of the guarantee / maintenance period, 5% of contract value out of the total 8% of the security deposit shall be refunded to the contractor. The balance 3% of the security deposits shall be retained by the Agency as security against any inaccuracies and omission found in drawings, designs, calculations, diagrams, sketches, statement, bad quality of work and maintenance of the system during guaranty period or any shortage of materials which may come to light after the completion of the work and which the contractor shall be liable to rectify or make good.An amount of at least 5% of the contract value shall be kept apart for trial running and commissioning.An amount equal to 1% of the total contract value shall be set apart for maintenance period, commencing after completion and commissioning.
  4. Liquidated damages @ 0.5% of the value of the unfinished portion of works, per week or portion thereof subject to a maximum of 10% of the total value of Contract will be realized from the contractor, beyond the agreed date of completion of the work. If the contractor fails to complete the work even after levying the maximum of the liquidated damages, the balance portion of the work shall liable to be terminated and arranged through other means at the risk and cost of the defaulted contractor.
  5. **For supplying and laying contracts**

1. The PVC pipes to be supplied under the contract if any shall be manufactured as per IS 4985 – 2000 as amended from time to time and shall bear ISI certification mark.
2. The PE pipes to be supplied under the contract if any shall be manufactured as per IS 4984 – 1995 as amended from time to time and shall bear ISI certification mark.
3. The DI pipes to be supplied under the contract if any shall be manufactured as per IS 8329 - 2000 as amended from time to time and shall bear ISI certification mark.
4. The AC pipes to be supplied under the contract if any shall be manufactured as per IS 1592 – 1989 as amended from time to time and shall bear ISI certification mark. The specials such as AC couplings, rubber rings, CID sets, CI specials such as bends etc., shall also be supplied as per relevant IS codes.
5. The CI pipes to be supplied under this contract shall be manufactured as per ISI – 1536 – 1989 as amended from time to time shall bear ISI certification mark. The specials shall also be supplied as per relevant IS codes.
6. The GI pipes to be supplied under this contract shall be manufactured as per ISI – 1239 – 2004 (Part1) as amended from time to time shall bear ISI certification marks. The specials shall also be supplied as per relevant IS code.
7. All pipes as per the scope of the work supplied should be factory tested and test certificate as per relevant specification/latest code of practice should be produced along with the pipe supplied. The testing of pipes and the

authentication of test certificate should be done by an approved third party inspection agency agreeable to KRWSA and witnessed by the technically qualified officers of KRWSA, if the contract value exceeds Rs.100 lakhs and by a Departmental Officer deputed by KRWSA if the contract value is less than Rs.100 lakhs. The cost of testing by Department (KRWSA) officer shall be borne by the contractor within the quoted rate and no separate claim shall be allowed. The TA/DA of the departmental officer if deputed shall be borne by the KRWSA.

1. Allthe pipe shall bear the inspection stamp of the inspection agency.
2. The specials to be supplied shall be of the same class as the pipes and shall bear ISI marks, wherever IS specifications are available.
3. The unit rate quoted for laying of pipes shall also include transportation of pipe and all other materials to the site.
4. Payment shall be made to the contractor only after satisfactory laying and testing of the whole or part of the work.
5. The contractor shall raise a claim for 75% of the value of the tested materials he has supplied at site, at estimate rate as secured advance, which shall be considered by the Agency as per secured advance rules of KRWSA. Sanctioning of such secured advances shall be at the discretion of the agreement Agency and shall not be taken as a right of the contractor.
6. The contractor shall guarantee satisfactory performance of pipe line for a period of 12 months after completion of the work. During this guarantee / maintenance period, any repairs that shall be necessitated shall be carried out by the contractor without any extra cost and within the shortest possible time, failing which the work shall be arranged/ attended by the KRWSA at the risk and cost of the contractor.
7. Necessary concrete anchor blocks, valve chambers etc, shall be provided by the contractor as per the approved plan. These items shall be quoted for as per quantities provided in the tender schedule.
8. Under no circumstance, any price variation shall be allowed for the pipes and other material to be supplied as per this contract and the prices quoted shall remain firm.
   1. Deleted

4.33. Pipes and other construction materials shall be stacked at site only in consultation with the Regional Project Director concerned and will not be stacked more than 5 days before commencement of work. The excess cut soil, boulders, rubbles, balance pipes/cables should be removed from the site at the cost of the contractor immediately after back filling is completed, at any rate within 48 hours of completion of works.

* 1. The Bar Charts, Work Plan, Work Schedule in the agreement shall be submitted for all works so as to monitor the progress of the works. The as laid map of pipe line works shall be submitted by the contractor along with the bill and the same shall be verified by the concerned officers before making payment. The as laid maps shall be kept in the RPMU separately for future reference and one copy along with the agreement.
  2. Works should be carried out causing minimum hindrance to traffic and inconvenience to the public. In cases where traffic is not blocked, trenching, pipe laying, back filling and rectification are to be done simultaneously
  3. **Additional Performance Guarantee**

The contractor who quotes very low rates will have to remit performance guarantee with a view to curb the tendency to quote low rates and execute the works unsatisfactorily. If the quoted rate is below 10% estimate rate (the quoted

rate being x% below estimate amount), the contractor will have to remit performance guarantee equal to (x – 10) %. This will be released after satisfactory completion of the work.

* 1. In case of disputes, all legal proceedings shall be instituted in the court within whose jurisdiction, the Tendering Officer’s office is located.

If any of the conditions above are in contradiction to any of the clauses in the Form 83, Special Conditions, Form 84, the clause/conditions of the additional tender conditions shall prevail.

**Regional Project Director**

# PartVI-FORMSandDECLARATIONS

* + 1. FORMOFTENDER

Name of Work: Conversion of 9 Nos Open well into Protected and sustainable Drinking WaterSource in Vathikudy,Nedumkandam,Rajakkadu under Package 5 in Idukki District

.

To

THE REGIONAL PROJECT DIRECTOR, REGIONAL PROJECT MANAGEMENT UNIT, KRWSA, MATHA ARCADE, THODUPUZHA, IDUKKI – 685584

.Sir,

* + - 1. I/WedoherebytendertoexecutetheworksenumeratedintheScheduleaccompan yinginaccordancewiththetermsinyourtenderNotification

date… andspecificationsandconditionsofcontr

actinthebiddingdocument.

* + - 1. Copy ofthe electronicallysignedspecifications signedisalso enclosed.
      2. I/We further agree to complete the whole work in………………

………………… weeks/months from date of receipt of order to start work,and/orinthecaseofpiece- works,maintaintheminimumrateorprogressspecifiedintheTenderSchedule

.

* + - 1. I/We do/do not agree to accept and carry out such portion of the workincluded in my/our tender as may be allotted to me /us if the whole workbenotgiventome/us.
      2. In consideration I/We being registered as a Bidder in the Kerala PWD andinvitedtotender,I/Weagreetokeepthetenderopenforacceptance d

aysfromthedateofsubmissionthereofandnot tomakeanymodificationsinitstermsand conditions which are notacceptabletoGovernment.

* + - 1. I/WeagreethatArbitrationshallnotbeameansofsettlementof anydisputesorclaimsarisingoutofthecontractrelatingtothework.

AsumofRs……………………………isherebyremitted online on the e-GP websiteasEarnestMoney.IfI/Wefailtokeepthetenderopenasaforesaidormake any modifications in that terms and conditions of the tender which arenotacceptabletoGovernment.

OR

Ifaftertenderisaccepted,I/Wefailtoexecutetheagreementas provided inclauseof tender notifications or to commence the execution of the work asprovidedintheconditions.I/Weagreethatthegovernmentshall,withoutprejudiceto anyotherrightorremedybeatlibertytoforfeitthesaidearnest

moneyabsolutelyandalsorecoverfromme/usthe entire loss that may becausedtotheGovernmentbytheretenderorrearrangementoftheworkorotherwiseu ndertheprovisionoftheRevenueRecoveryActorotherwise.

Acc:

* + - * 1. TenderSchedule(submittedwithFinancialBid):
        2. EarnestMoneyRs……………..
        3. Signedcopyoffulltender/biddocuments:
        4. Signedcopyofdrawings:Na tionality:

Signature FullNameofBidder:Placeo fResidence:

* + 1. PRELIMINARYAGREEMENTFORMAT

PRELIMINARYAGREEMENT

(TobeexecutedonstampperRs.200/-)

PreliminaryAgreemententeredintoonthis… dayof

……………………………………………… Two thousand and between

…………………………………………………<Tender Inviting Authority> for and on behalf oftheGovernorofKerala(hereinaftercalledfortheGovernment)oftheonepartandSri…………………

………………………………………………………………………………

………………………………………………………………………………………………………

…………………………………….. (here enter full name and address of the Bidder) hereinaftercalled the Bidder of the other part for the execution of the agreement as well as for the executionofthework…………………………………………………………………………………

……

………………………………………………………………………………………………………

…………………………………………….

WHEREAS the Government invited tenders for the work of

………………………...……………………………………………………………

..………………………………………......……………………………………………….(hereente r name of the work) by Notification No Dated

……………inthe…………………………………………………………

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

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

I/WeherebydepositwithyouasEarnestmoneyRs. /-(Rupees

)[carryingnoin terest] by means of online payment in the e-GP web site of Kerala in favour of <tenderinviting authority>and I/We agree that this sum shall be forfeited in the event of the Employeraccepting my/our tender and I/We fail to take up the contract when called upon to do so as perclause3.6.6 and 7 ofITBofthebid document.

I/We further agree for the deduction of 2.5 % from the `Interim Payment/RA Bill' and up to amaximum of 2.5 % of the contract value towards the „Performance Security Deposit', which willbereturned as pertherelevant clauses in theagreement.

I/We will furnish the Performance Guarantee Bond as per the approved format, if our bid isaccepted. Bid Security deposited shall be treated as security for the proper fulfilment of the sameand shall execute an agreement for the work in the prescribed form. If I/We fails to do this ormaintain a specified rate of progress (as specified in the Milestone details of contract data in thebid document), the performanceguarantee(bothtreasury fixed deposit and irrevocable bankGuarantee)andPerformanceSecurityDepositifany deductedfromtheRABillsshallbeforfeited toGovernment and fresh tenders shallbe calledfor or the matter otherwise disposedoff. 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 berecovered from me/us as arrears of revenue, but should it be a saving to Government. I/We shallhave no claim whatever to the difference. Recoveries on this or any other account will be madefrom the sum that may be due to us on this or any or other subsisting contracts or under theRevenueRecoveryact orotherwisetheGovernmentmaydecide.

I/We further agrees that, in the case of becoming the lowest bidder in this tender and in the eventof failure on part of me/us to produce any of the original documents, or submit the performanceguarantee, or enter into agreement with the first part within the specified time limit, the first partmay take appropriate action as provided in the bid document. Recoveries on this or any otheraccount will be made from the sum that may be due to us on this or any or other subsistingcontractsorundertheRevenueRecoveryactorotherwisetheGovernmentmaydecide.

NOWTHEREFORINTHEPRESENCEOFWITNESSitismutuallyagreedasfollows.

1. Thetermsandconditionsforthesaidcontracthavingbeenstipulatedinthesaidtenderdocume ntandformstowhichtheI/Wehaveagreedandacopyofwhichishere to be appended which forms the part of this agreement, it is agreed that the termsand conditions stipulated therein shall bind the parties to this agreement except to theextend to which they are abrogated or altered by express terms and conditions hereinagreed to and in which respect the express provisions herein shall supersede those ofsaidtenderform.
2. The I/We hereby agreed and undertake to perform and fulfill all the operations andobligationsconnectedwiththeexecutionofthesaidcontractwork

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

(hereinafterthenameofthework)ifawardedinfavouroftheme/us.)

1. If the Bidder does not come forward and to execute the original agreement after thesaid work is awarded and selection notice issued in his favour or commits breach ofany of the conditions of the contract as stipulated in clauseof the notice invitingtendersasquotedabove,withintheperiodstipulatedthentheGovernmentmayrearra nge the work other wise or get it done departmentally at the risk and the cost ofthe Bidder and the loss so sustained by the Government can be realized from theBidder under the Revenue recovery Act as if arrears of land revenue as assessedquantified and fixed by an adjudicating authority consisting of the Secretary Publicworks,ChiefEngineer(Admn)oranyotherofficerorofficersauthorizedbyGovernm ent in this behalf, taking into consideration the prevailing P.W.D rates andafter giving due notice to the Bidder. The decision taken by such authority officer

orofficersshallbefinal andconclusiveand shallbe bindingontheBidder.

1. The Bidder further agrees that any amount found due to the Government under or byvirtue of this agreement shall be recoverable from the Bidder from his EMD and hisproperties movable and immovable as arrears of Land Revenue under the provision ofthe Revenue Recovery Act for the time being in force or in any other manner as theGovernmentmaydeem fit in this regard.
2. The Bidder further assures that it is clearly understood that the settlement of claimseither by part bills or by final bills will be made only according to the availability ofbudget provision and allotment of funds made with the Divisional officer in charge ofthe work under the respective heads of account in which the work is sanctioned andarranged and also subject to the seniority of such bills. No claims for interest or fordamageswhatsoevershallbemadefortherelatedsettlementofclaimsofbills.

INWITNESSTHEREOFSRI…………………………………………………

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

)foronbehalf oftheGovernorofKeralaState and ………………………………

……………………………………………………………………………………..

………………………………………………………………………………………

…theBidderhavesettheirhandonthedayandyearfirstabovewritten

Signed by Sri………………………………………(officer / Officers of Public WorksDepartment) Inthepresenceofwitnesses:

1.

2.

Signedanddeliveredby (Bidder)inthepresenceof

1.

2.

* + 1. FormatforIntegrityPact

(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 downloadedfrom e-GP Website (www.etenders.kereala.gov.in) and is same in content and form (verbatim),and any deviation, of 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 bindingon us.

Signature (oftenderer)

Seal……………………………

# FormatforAffidavit

I/We,

Non-JudicialStampPaper AFFIDAVIT

…………………………………………………………..,bidder/Partner/LegalAttorney/

AccreditedRepresentativeofM/s solemnlydeclarethat:

1. I/WearesubmittingTenderfortheWork……………………………………………

againstTenderNoticeNo………….dated………..

1. NoneofthePartnersofourfirmisrelativeofemployeeof…………………………

(NameoftheEmployer)whoisinvolvedwiththearrangementand executionofthiswork.

1. Allinformationfurnishedbyusinrespectoffulfilmentofeligibilitycriteriaandqualificationinfo rmationofthis Tenderiscomplete,correctandtrue.
2. All documents/credentials submitted along with this Tender are genuine, authentic, trueandvalid.
3. I/we undertake to deploy all plant and machinery, tools and tackles, man and materialsetc.as required forexecution ofthework.
4. I/We hereby declare that I/We have perused in detail and examined closely the CentralPublicWorksDepartmentSpecifications,RevisedKeralaPWDManual- 2012,KeralaPWDQuality Manual and Laboratory Manual, before I/We submit the tender/ bid and I/We agree to beboundbyandcomplywith all suchspecifications and requirements.
5. If any information and document submitted is found to be false/incorrect at any time,departmentmay cancelmy/ourTenderandactionasdeemedfitmay betakenagainstus,including termination of contract, forfeiture of all dues including Earnest Money, revoking ofBankGuaranteesandbanning/delistingofourfirmand allpartnersofthe firmetc.

SignatureoftheTenderer,

SealofNotary Dated…………………

# FormofPerformanceGuaranteeby Bank

1. Thisdeedof Guaranteemade onthe day of ………………. (month& year) betweenBankof… (hereinaftercalledthe“Bank”)represented

by (name of authorised signatory ) of the one part, and the <tender inviting authority>(hereinaftercalled“theEmployer”)representedby (name)oftheotherpart.

1. Whereas Employer has awarded the contract for …………… (Name of work as perNoticeInvitingTender)(hereinaftercalledthecontract)to (Nameof

theContractor)hereinaftercalledthe“Contractor”.

1. AND WHEREAS the Contractor is bound by the said Contract to submit to the EmployeraPerformanceGuaranteeforatotalamountof` (Amountinfiguresandwords).
2. Now we the Undersigned ……………………………………. (Name of the Bank andBranch) being fully authorized to sign and to incur obligations for and on behalf of and in thename of………………………….. (Full name of Bank), hereby declare that the said Bank willguaranteetheEmployerthefullamountof` (Amountinfiguresand

Words)asstatedabove.

1. After the Contractor has signed the aforementioned Contract with the Employer, theBank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned fullamount upon written order from the Employer to indemnify the Employer for any liability ofdamage resulting from any defects or shortcomings of the Contractor or the debts he may haveincurred to any parties involved in the Works under the Contract mentioned above, whether thesedefects or shortcomings or debts are actual or estimated or expected. The Bank will deliver themoney required by the Employer immediately on demand without delay and demur and withoutreference to the Contractor and without the necessity of a previous notice or of judicial oradministrative procedures and without it being necessary to prove to the Bank the liability ordamages resulting from any defects or shortcomings or debts of the Contractor. The Bank shallpay to the Employer any money so demanded notwithstanding any dispute/disputes raised by theContractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relatingtheretoand theliabilityunderthis guaranteeshallbeabsoluteandunequivocal.
2. This Guarantee is valid till ………………….. (valid till 28(twenty-eight) days from thecompletionofdefects liabilityperiodas perclauseofbiddingdocument).
3. AtanytimeduringtheperiodinwhichthisGuaranteeisstillvalid,iftheEmployeragrees to grant a time extension to the Contractor or if the Contractor fails to complete the Workswithin the time of completion as stated in the Contract, or fails to discharge himself of theliability or damages or debts as stated under Para 5, above, it is understood that the Bank willextendthisGuaranteeunderthesameconditionsfortherequiredtimeondemandbytheEmployer and at thecost oftheContractor.
4. TheGuaranteehereinbeforecontainedshallnotbeaffectedbyanychangeintheConstitutionofth eBank oroftheContractor.
5. 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 forthepayment hereofshallinno wayrelievethebank oftheirliabilityunderthis deed.
6. Theexpressions“theEmployer”,“theBank”and“theContractor”hereinbeforeusedshallinclud etheirrespectivesuccessorsandassigns.
7. Notwithstandinganythingcontainedherein:
8. Ourliabilityunderthis BankGuaranteeshallnotexceed `……………(Rupees………)
9. ThisBankGuaranteeshallbevalidupto…………….

INWITNESSWHEREOFI/Weofthebankhavesignedandsealedthisguaranteeonthe

…………. dayof (Month&year)beingherewithdulyauthorized.

Forandon behalfofthe Bank.

Signature of Authorized Bank

officialName:………………………

……..

Designation:……………………………..

Stamp/SealoftheBank: ……………………………..

Signed,sealedanddeliveredforandonbehalfoftheBankbytheabovenamed……………….

inthepresenceof:

Witness1. Witness2.

Signature………………………Signature……………………….

Name……………………………Name…………………………..

Address………………………..Address…………………………

# RequisitionFormfore-Payment

Requisitionfore-Payment [TobeattachedwithtenderformasperG.O(P) No.06/2012/PWDdated10/01/2012]

CertifiedthatIamhavingaSavings/CurrentAccountin<NameofBank>at<NameofBranch>

withIFSCCode TheAccountNumberis:

Iwish toreceiveallpayments in thisaccountthroughNEFT andRTGSsystems, asthecase maybe,forall payments relatingto this work.

Name of BidderPlace:

Date:

# Deleted