



PALAKKAD PLANT

(A Govt. of India Undertaking)

KANJIKODE WEST (PO), PALAKKAD

KERALA – 678623

www.itiltd.in

civil_pkd@itiltd.co.in

CIVIL ENGINEERING DEPARTMENT

Tender for “Providing Painting works to the passage connecting SEA and phase-II Building.”

[Two Bid System]

SI. No	ITEM	DESCRIPTION
1	Tender No.	TN/CIVIL/933
2.	Sale of Tender document	08/11/2024
3.	Bid Submission Start Date	08/11/2024 : 10.00 am
4.	Bid Submission Last Date	21/11/2024 : 02.00pm
5.	Bid Opening Date	21/11/2024: 02.30pm
6.	Tender Fee	Rs.590/- (Including GST 18%)
7.	Tender Opening Address	MR(MM&CS), ITI LIMITED, PALAKKAD PLANT, KANJIKODE WEST, KERALA – 678 623

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Note: 1. LAST DATE FOR SUBMISSION OF THIS TENDER IS 21/11/2024 at 2.00 PM
2. COUNTER OFFERS IF MADE WILL NOT BE ACCEPTED AND WILL BE IGNORED

Tenderers: Shri/M/s _____

M/s ITI Limited
Kanjikode West
Palakkad-678 623

SUB: Providing Painting works to the passage connecting SEA and phase-II Building.

Dear Sirs,

I/We have read and examined the following documents relating to the above work.

- a) Notice inviting Tender.
- b) Specifications /Schedule of rates.
- c) Drawings.

General conditions of contract, special conditions of contract including Contractor's Labour Regulations, Model Rules for Labour Welfare and Safety Code appended to these conditions together with amendments there to Nos.1 _____

I/We hereby for execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in Schedule of Rates and within the period (s) of completion as stipulated for the total sum of Rs. _____

In consideration of I/We being invited to tender, I/We agree to keep the tender open for acceptance for 90 (Ninety) days from the due date of Tender opening thereof and not to make any modifications in its terms and conditions which are not acceptable to the Company.

A sum of Rs. _____ is hereby forwarded in Demand Draft as earnest money. If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the Company, I/We agree that the Company shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

If after the tender is accepted, I/We fail to commence the execution of the works as provided in the conditions, I/We agree that the Company shall without prejudice to any of their or remedy be at liberty to forfeit the said earnest money absolutely.

I/We further agree that in case my/our tender is accepted, to deposit the security amount in accordance with the general terms and conditions enclosed herewith.

I/We attach herewith a statement showing the details of construction work carried out for reference and so substantiate my/our experience and capacity to carry out the work on tender. Our bankers are _____

I/We also undertake to complete all works and handover the same in a satisfactory manner to the company or their authorized representative within **45 Days** in accordance clause 12 of the general terms and conditions

I/We have read and understood the Company's general's terms and conditions governing this contract and agree to abide by all the terms and conditions stipulated therein.

I/We understand and note that the decision to entrust the above work either in whole or in part to the lowest tenderers or otherwise vests with the Company.

Yours Faithfully,

Date:

(CONTRACTOR/S)

Signed in the presence of witnesses

1. Signature : _____
 Name : _____
 Addresses : _____

2. Signature : _____
 Name : _____
 Addresses : _____

IMPORTANT PARTICULARS

SL NO.	DESCRIPTION	INFORMATION
1	REFERENCE NO. OF TENDER DOCUMENT	TN/CIVIL/933 Dated:08/11/2024
2	DATE OF ISSUE OF NOTICE INVITING TENDER	08/11/2024
3	MODE OF SUBMISSION OF TENDER	E-Tender
4	LAST DATE & TIME FOR SUBMISSION OF BIDS	21/11/2024 : 02.00pm
5	DATE & TIME OF OPENING OF TECHNICAL BIDS	21/11/2024 : 02.30pm
6	LAST DATE FOR PRE-BID SITE VISIT	20/11/2024 : 04.00pm
7	OPENING OF FINANCIAL BIDS	Will be intimated later
8	COST OF TENDER DOCUMENT IN THE FORM OF DEMAND DRAFT OR NEFT OR BANK TRANSFER.	Rs.590/- (Including GST 18%)
9	EARNEST MONEY DEPOSIT (EMD) IN THE FORM OF DEMAND DRAFT OR NEFT OR BANK TRANSFER.	Rs.3,700 /-
10	CONTACT PERSON FOR QUERIES (BETWEEN 10 AM TO 15.30 HRS ON WORKING DAYS ONLY)	AEE-C,Civil department, ITI Ltd, Palakkad plant, Kanjikode,Palakkad- 678623
11	ADDRESS FOR BID SUBMISSION	MR(MM & CS) ITI LIMITED, PALAKKAD PLANT, KANJIKODE WEST, KERALA - 678623
12	SECURITY DEPOSIT	5% of Completion value
13	VALIDITY	90Days
14	PRICE ESCALATION	As per General conditions of contract Section-V, SI.No-55, Page No-45.
15	TIME ALLOWED FOR COMPLETION OF WORKS	45 Days

Note: The tender documents can be downloaded from the Company website www.itilttd.in or <https://itilimited.euniwizarde.com> and from Government portal [eprocure.gov.in](http://procure.gov.in).

Corrigendum: Any corrigendum/addendum/errata in respect of the above tender shall be made available at our official website www.itilttd.in or <https://itilimited.euniwizarde.com> .No further press advertisements will be given. Hence, all bidders are advised to check the ITI ltd website regularly. Documents submitted in connection with Pre-Qualification will be treated confidential and will not be returned.

SECTION – I**NOTICE INVITING TENDER**

ITI Ltd invites item rate offers for the agencies having relevant experience in the field of Construction of Civil Works for the Tender of “Providing Painting works to the passage connecting SEA and phase-II Building”. (Two Bid System).

NAME OF WORK: “Providing Painting works to the passage connecting SEA and phase-II Building”.

The tenders are invited in TWO BIDS, consisting of Technical Bid (Part-A) and Price/Commercial Bid (Part-B).

SINCE, THIS IS A WORKS CONTRACT; BENEFITS TO MSEs UNDER PUBLIC PROCUREMENT POLICY INCLUDING EXEMPTION FROM PAYMENT OF COST OF TENDER DOCUMENT & EMD SHALL NOT BE APPLICABLE.

**The Technical Bid (Part-A) without the Price/Rate shall contain the following details:
e-Envelope-I [Technical Bid] -.The submitted Tender shall consist of the following:**

- i.** Cover notes by the Bidder indicating the name of the Company/Organization, address, communication details (mobile numbers, landline numbers, fax numbers, e-mail ids for correspondence), name of the contact person, designation of the Bid submission authority. The bidder is also required to indicate the groups for which the bid is applied.
- ii.** All the documents regarding eligibility criteria (Annexure 1 to 6)
- iii.** Tender documents shall be filled, signed, uploaded and original shall be submitted in office before opening of technical bid.
- iv.** Basic information of bidder.
- v.** Proof for submission of Cost of tender documents, and EMD.
- vi.** Acceptance of all the terms & conditions indicated in our tender.
- vii.** Income Tax Return for the last three financial years (2021 to 2024).
- viii.** PAN Number and GST Registration certificate.
- ix.** Earnest Money Deposit (EMD) Rs.3,700/- (Rupees Three thousand seven hundred only) as specified in the tender and Tender document fee of Rs. 590/- including GST 18% (Rupees Five hundred and ninety only) shall be payable with the bid. This shall be paid well in advance of tender submission time through NEFT or bank transfer in favor of “ITI Limited payable at Palakkad”.

Note:

- The NEFT/Bank transfer number shall be indicated on the letter head along with a scanned copy of proof of the above payment must be uploaded during tender submission.
- Tenders not submitted on time will not be considered and will be summarily rejected. Tender documents shall be filled and submitted in original [all pages of tender documents to be sealed and signed/digitally signed Submitted along with the technical bid]. The conditional tender will not be considered and will be summarily rejected.

e-E nvelope 2 [Financial BID]

The Price/Commercial Bid (Part-B), consists of a document with the rate quoted in figures and words only.

1. ELIGIBILITY CONDITIONS FOR THE BIDDERS**i. MINIMUM ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER**

- Agencies should have relevant experience in the field of Construction of Civil Works/Painting work.
- Agencies working with ITI or experience of working with CPWD, Railways, MES, Department of Post, State PWDs, State/Central PSUs, semi-government organizations and reputed private organizations preferred.

ii. WORK EXPERIENCE FOR ELIGIBILITY.

- Experience of having completed similar works during the last 3 years ending 31-10-2024.
- Three similar works each costing not less than 75 Thousand

Or

- Two similar works each costing not less than 94 Thousand

Or

- One similar work costing not less than 1.50 Lakhs

Similar works means Construction of civil works or Painting work. The experience in similar nature of work should be supported by certificates issued by the client's organization. In case the work experience is other than Govt//Semi Govt./PSU's/autonomous bodies, the completion certificate shall be supported with copies of the letter of work order/Completion certificate.

Joint venture/Consortia of firms Companies shall not be allowed and the bidders should meet the criteria themselves.

iii. FINANCIAL STRENGTH:

- a. The Bidder should have the financial capacity to undertake the work. The copy of the duly certified document by a Chartered Accountant with his seal/signatures and registration number for the average annual financial turnover for the last 3 years (2020–2023) shall be submitted along with the Tender document.
- b. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
 - Made misleading or false representation in the forms, statements, affidavits, and attachments submitted in proof of the qualification requirements, or record of submission of any false/fake documents.
 - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.,
 - Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

MANAGER (MM &CS)

ITI LIMITED,
KANJIKODE WEST (PO),
PALAKKAD-678 623

-----END OF SECTION-I-----

SECTION - II**INFORMATION TO BIDDERS****1. CLARIFICATIONS:**

Bidders desirous of seeking clarifications on the Tender may send their queries through email to: civil_pkd@itilttd.co.in also on <https://itilimited.euniwizarde.com>

- 1.1 On the Bid opening day, only technical bids will be opened. The Bidders who are desirous of attending bid opening may do so as per the e-Tendering process (TOE).
- 1.2 Bids without authenticated proof of Bid document fee, EMD and other technical compliances as required and prescribed in this Tender, will be rejected.
- 1.3 The date for opening the financial bids will be communicated to all technically qualified and eligible bidders separately, through registered email.
- 1.4 The address for all correspondences regarding this Tender shall be marked to MR(MM&CS), Palakkad plant, ITI Limited through E-mail: civil_pkd@itilttd.co.in
- 1.5 The offers prepared by the Bidders and all the correspondences and documents relating to the offers submitted/exchanged by the Bidder shall be written in the English language.
- 1.6 ITI reserves the right to suspend or cancel the tender process at any stage, or to accept, or reject any, or all offers at any stage of the process and/or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever and the same shall be published in the ITI website or intimated through email.
- 1.7 ITI Ltd does not take any responsibility for the delay caused due to non-availability of internet connection or sever/traffic jam, etc. for online bidding.
- 1.8 The Bidder shall bear all costs associated with the preparation and submission of its Tender, including the cost of presentation for the purpose of clarification of the offer, if so desired by ITI.
- 1.9 At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in the response to a clarification requested by the prospective bidders, modify the Tender document.
- 1.10 Also, ITI may, at its discretion, extend the last date and time for the receipt of offers and / or makes other changes in the requirements set out in the Invitation for Tender at its own accord or in order to provide reasonable time to bidders to take the amendments into account in preparing their offers.
- 1.11 If the last day for the bid submission is declared as a holiday, the bid will be opened at the same time on the next working day.

2. SIGNING OF BID

The bidder shall prepare, as a part of his bid, the bid documents duly signed on each and every page submitted (digital signatures accepted on e-tendering portal), establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract and the credentials claimed to comply the bid conditions.

3. **DISCLAIMER:**

- 3.1 ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.
- 3.2 All information contained in this Tender provided/clarified is in good faith and interest. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.
- 3.3 Though adequate care has been taken in the preparation of this Tender document, the interested bidders shall satisfy themselves that the information contained in the document is complete in all respects to enable them to make an informed decision to bid. Interested Bidders are required to make their own enquiries and assumptions wherever required.
- 3.4 Information provided in this document or imparted to any respondent as part of the Tender process is confidential and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

4. **GENERAL INFORMATION TO THE BIDDER ON EMD:**

- 4.1 Earnest money deposit of an amount Rs 3,700/- is required to be submitted along with the tender in favour of ITI Ltd, Palakkad Plant, Kerala as per NIT.
- 4.2 The EMD shall be payable to the ITI without any conditions, recourse, or reservations.
- 4.3 The bid will be rejected by the ITI as non-responsive and shall not be considered in case the amount of EMD is not received as specified in NIT.
- 4.4 **Return of Earnest Money deposit:** No interest shall be allowed on the Earnest Money deposit by the Tenderer. The earnest money of the unsuccessful tenderer will be refunded on their request after the issuance of LOA to the successful bidder.

4.5 **Order of Precedence:**

In case of differences, contradictions, discrepancies with regard to General Conditions of Contract, specifications, Special Conditions, Corrigendum issued, Drawings, Schedule of quantities, etc., forming part of the contract, the following shall prevail in order of precedence.

1. Letter of the award, along with the statement of agreed variations and its enclosures if any.
2. Corrigendum Addendum, Clarifications, etc.
3. Special conditions of Contract
4. Descriptions of the bill of quantities /Schedule of quantities.
5. General conditions of Contract Drawings.
6. CPWD specifications [as specified in the technical specification of the tender] updated with correction slips issued up to the last date of receipt of tenders.

7. Relevant IS codes/National building code-2015.

5. Addenda:

- a. Addenda to the tender documents may be issued before the date of opening of the Tenders to clarify the documents or to reflect modifications in their design or contract terms which will be published in the Company web site only.
- b. All the addenda issued by the authority inviting tender shall be part of the tender document.

6. Only One Proposal

The bidder shall only submit one proposal. If a bidder submits or participates in more than one proposal, such proposals shall be disqualified.

7. Proposal Validity

The tender must remain valid for 90 days after the last date fixed for submission of tender including the extension(s) given if any.

8. The intending tenderer[s] must read the terms and conditions of the GCC carefully. He should only submit his bid if eligible and in possession of all the documents required.
9. **TIME SCHEDULE FOR COMPLETION OF WORK** The completion period is 45 Days.
10. Bidder has to commence the work simultaneously within 10 days from the issue of the work order.

---- END OF SECTION – II ----

SECTION -III
INSTRUCTIONS FOR ONLINE BID SUBMISSION TO BIDDERS

1.	Submission of Bids shall be only through an online process which is mandatory for this Tender.
1.1	Tender Bidding Methodology: Sealed Bid System Tender Type: Two bids i.e., Technical and Financial Bids shall be submitted by the bidder at the same time on the portal.
1.2	Broad outlines of the activities from Bidder's perspective:
1.2.1	Procure a Digital Signing Certificate (DSC)
1.2.2	Register on Electronic Tendering System® (ETS)
1.2.3	Create Users and assign roles on ETS
1.2.4	View Request for Proposal (Tender) on ETS
1.2.5	Download Official Copy of Tender Documents from ETS
1.2.6	Clarification to Tender Documents on ETS
1.2.7	Query to ITI LTD (Optional)
1.2.8	View response to queries posted by ITI LTD, as an addendum/corrigendum.
1.2.9	Bid Submission on ETS
1.2.10	Attend Public Online Tender Opening Event on ETS Opening of Technical/Financial Part
1.2.11	View Post-TOE Clarification posted by ITI LTD on ETS (Optional) Respond to ITI LTD's Post TOE queries.
1.3	For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. While uploading the documents, it should be ensured that the file name should be the name of the document itself.
1.4	Digital Certificates: For the integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of Class 3 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].
1.5	Registration in e-procurement portal: Bidder has to Register first in https://itilimited.euniwizarde.com and then the Tender documents can be downloaded from the website: https://itilimited.euniwizarde.com and bid have to be submitted in the e-format. ITI LIMITED has decided to use the process of e-tendering for inviting this tender and thus, the physical copy of the tender would not be sold.

1.6	<p>Special Note on Security of Bids:</p> <p>Security-related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security-related aspects are outlined below: - As part of the Electronic Encrypt functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-phrase created by the server itself. The Pass-phrase is more difficult to break. This method of bid encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a User organization for bid encryption.</p> <p>Bid encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender opening officers of the User organization and the personnel of the e-tendering service provider.</p>
1.8	<p>Public Online Tender Opening Event (TOE):</p> <p>ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officer, as well as authorized representatives of bidders, can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e., Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to the Internet. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS.</p> <p>As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.</p> <p>ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the User for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.</p> <p>ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.</p>
1.9	<p>Other Instructions:</p> <p>For further instructions, the vendor should visit the home page of the portal i.e. https://itilimited.euniwizarde.com</p> <p>Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.</p>
1.10	<p>The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:</p>
1.10.1	<p>Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your tender submission deadline on ETS.</p>
1.10.2	<p>Register your organization on ETS well in advance of your tender submission deadline on ETS.</p>

1.10.3	Get your organization's concerned executives trained on ETS well in advance of your tender submission deadline on ETS.
1.10.4	Submit your bids well in advance of tender submission deadline on ETS to avoid any unforeseen last-minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.
1.11	Minimum Requirements at Bidders end: Computer System with good configuration and OS preferably supporting Windows, Word, Excel & PDF, High-Speed Broadband connectivity, Internet Browser, and Digital Certificate(s).

Note: SINCE THE WORK IS TO BE EXECUTED FOR AND ON BEHALF OF AN END-USER, THE NEED AND EXIGENCIES OF THE USER SHALL PREVAIL UPON ALL THE COVENANTS AND ALL DECISIONS SHALL BE TAKEN WITH THE KNOWLEDGE OF SUCH USER. A SPECIAL CARE AND PREPARATION WILL BE EXPECTED FROM THE BIDDER.

1.0 BID OPENING AND EVALUATION:

1.1 Opening of bids by the ITI:

The Electronic Envelope marked as 'Bid Security, Bid cost & Authorization Envelope' shall be opened first and examined by the designated Tender Opening Committee (TOC) of ITI.

The TOC shall ascertain that the bidders who have not made payment of bid cost and EMD online then the Physical Envelopes of Bid Security and Bid cost should be submitted to CMR(MM&TS) ITI Ltd, Palakkad Plant, Kanjikode west, Palakkad – 678623 before tender submission time to meet the preliminary requirement of eligibility otherwise their bids shall not be opened/downloaded from the E-tender portal.

The Qualifying Bids downloaded shall be evaluated by the designated TEC and the result of evaluation after approval by the competent authority shall be declared for the information of all concerned clearly mentioning the qualified bidders and non-qualified bidders.

2.0 CLARIFICATION OF BIDS BY THE ITI:

To assist in the examination, evaluation and comparison of bids, the ITI may, at its discretion ask the bidder for clarification of its bid. The request for its clarification and its response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

3.0 VERIFICATION OF BIDS BY THE ITI:

If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the ITI at its discretion may call for any clarification regarding the document within a stipulated time period. In case of non-compliance to such queries in the given time, the bid will be out rightly rejected without entertaining further correspondence in this regard.

4.0 PRELIMINARY EVALUATION:

ITI shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed/authenticated and whether the bids are generally in order.

Prior to the detailed evaluation, the ITI will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses, a substantially responsive bid is one that conforms to all the terms and conditions of the bid documents without deviations.

The ITI may waive any minor infirmity or non-conformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder. Bids found technically and commercially compliant and suitable would only be considered for Price bid opening.

----- END OF SECTION -III -----

SECTION -IV

GENERAL CONDITIONS OF CONTRACT

Interpretation and Definitions

1. Singular & Plural:

Where the contest so requires, words imparting the singular only also include the plural and Vice-Versa Headings and Marginal notes to conditions

2. Headings and Marginal notes to these General Conditions:

shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction there of or of the contract.

3. Definitions:

- a) "COMPANY" shall mean the "ITI Limited" having its registered office at ITI BHAVAN, DOORVANI NAGAR, BANGALORE-560 016 in the State of Karnataka and includes a duly authorized representative of the Company or any other person empowered in this behalf by the Company to discharge all or any of its functions.
- b) The 'Accepting Authority' shall mean the Management of the Company, and includes a duly authorized representative of the Company or any other person empowered in this behalf by the Company.
- c) The contract' shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the company and the contractor together with the documents referred to therein including these conditions with appendices and any special conditions, the specification, designs, drawings, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- d) The 'Contractor' shall mean the individual or firm or Company whether incorporated or not, undertaking the works and shall include legal representative of such individual or persons composing such firm or Company as the case may be and permitted assigns of such individual or firm or Company.
- e) The 'Contract Sum' shall mean:
 - i. In the case of Lump Sum Contracts the sum for which the tender is accepted;
 - ii. In the case of percentage Rate Contracts the estimated value of the works as mentioned in the tender adjusted by the Contractor's percentage;
 - iii. In the case of item Rate Contracts the cost of the work arrived at after extension of the quantities shown in Schedule of Quantities by the item quoted by the tenderers for the various items.
- f) A 'Day' shall mean a day of 24 hours from midnight to mid night irrespective of the number of hours worked in that day.
- g) Engineer-in-charge shall mean the Engineering Officer appointed by the Company or his duly authorized representative who shall direct, supervise and be in charge of the work for the purpose of the contract.
- h) 'Excepted Risks' are due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution insurrection, military or

usurped power any acts of Government, damage from aircrafts, acts of God such as earthquake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by the Company of part of works in respect of which a certificate of completion has been issued or a cause solely due to Company's faulty design of works.

- i) Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus ten (10) percent to cover all overheads and profit.
- j) Schedule (s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers issued by the Company or the Standard Schedule Rates prescribed by the Company and the amendments thereto issued from time to time.
- k) The 'Site' shall mean lands and /or other places on, under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by the Company or used for the purposes of the Contract.
- l) 'Temporary Works' shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- m) 'Urgent Works' shall mean any urgent measures which, in the opinion of the Engineer-in-Charge become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security.
- n) A 'Week' shall mean seven days without regard to the number of hours worked in any day in this week.
- o) The 'Works' shall mean the work to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the Contract.

SCOPE AND PERFORMANCE

4. Contract Documents:

The contractor shall be furnished, two certified true copies of the contract Documents except standard specification and the schedule of Rates on payment basis at a nominal value of Rs.590/- (Including GST 18%) per copy of the document and of all further drawings, which may be issued during the progress of the works. He shall keep one copy these Documents on the site in good order, and the same shall at all reasonable times be available for inspection and use by the Engineer-in Charge, his representatives or by other Inspecting Officers.

4.1 None of these documents shall be used by the Contractor for any purpose other than that of this contract.]

4.2 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Act 1923(XIX of 1923) applies to them and shall continue so to apply even after the execution of such works under the contract.

5. Works to be carried out

The works to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment and transport which may be require in preparation of and for and in the full and entire execution and completion of the works. The description given in the schedule of quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in return of empties, hoisting, setting, fitting and fixing in position and all other labors necessary in and for the full entire execution and completion as aforesaid in accordance with good practice and recognized principles.

6. Inspection of site:

The contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the Site, the quantities and nature of work and materials necessary for the completion of the works and means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect his tender. No extra charge consequent on any misunderstanding or otherwise shall be allowed.

7. Sufficiency of Tender:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract in all matters and things necessary for the proper completion and maintenance of the works.

8. Discrepancies and Adjustment of Errors

The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small-scale drawings and figured dimensions in preference to scale and special conditions in preference to General Conditions.

8.1 In the case of discrepancy between Schedule of Quantities, the specifications and / the Drawings, the following order of preference shall be observed.

- a) Description in Schedule of Quantities
- b) Particular specifications and Special Conditions if any
- c) Drawings
- d) General Specifications

8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be deciding Authority with regard to the intention of the documents.

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings as specifications or from any of his obligations under the contract.

8.4 If on cheque there are found to be differences between the rates given by Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and general summary, the same shall be adjusted in accordance with the following rules:

- a) In the event of a discrepancy between description in words and figures quoted by a tenderers, in the rates which corresponds to the amount worked out by the contractor shall be taken as correct, when the amount of an item is not worked out by the contractor or it does not the corresponds to the rate written either in figures or in words, the rate quoted by the Contractor in words shall be taken as correct.
- b) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rates and quantity, the unit rate shall be regarded, as firm and extension shall be amended on the basis of the rate.
- c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- d) The totals of various sections of Schedule of Quantities as amended shall be carried over to the General Summary and the tender–sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off totals in various sections of Schedule of Quantities or in General Summary, by the tenderers, shall be ignored.
- e) In case of lump sum contracts based on Bills of Quantities (Quantities not shown as provisional), should any error in quantities or any omissions of items be discovered, the cumulative effect of which varies the contract sum by more than 50% or Rs.20, 000/- whichever is less, then the errors shall be rectified and rectification dealt with as for deviations/ variations under conditions 10&11 hereof, and the value thereof shall be added or deducted form the contract sum, as the case may be provided that there shall be no rectification of any errors, omissions or wrong estimates in the prices inserted by the contractor in the Bill of Quantities.

9. The Earnest Money Deposit and Security Deposit:

- a) The contractor shall deposit along with the tender 2% of the value of contract by way Demand draft / NEFT/ bank transfer which would be retained by the company as part of the security for the due and faithful fulfillment of the contract by the contractor. The total amount of security payable by the contractor shall be 5% of the completion value of the contract. Tenders which are not accompanied by EMD are liable to be rejected.

NOTE: A sum @ 5 % of the gross amount of the bill shall be deducted from each running bill of the contractor, till the sum along with the sum already deposit as earnest money will be total security deposit of 5 % of bill value.

- b) The Security Deposit shall remain at the entire disposal of the Company as a Security for the satisfactory execution and completion of works in accordance with the Conditions of the Contract.
- c) The Company shall be at liberty to deduct and appropriate from the Security Deposit such compensations and dues as may be payable by the Contractor under the contract and appropriation will be made good by further deduction from the Contractor's subsequent interim bills, in the same manner as aforesaid, until the security deposit is restored to its full limit mentioned above.
- d) The EMD paid by the unsuccessful Contractors will be refunded to them without bearing any interest.
- e) On expiry of the Defects liability period (referred to in condition 33 hereof) or on payment of the amount of the final bill payable in accordance with condition 49, whichever is later, Engineer-in-Charge shall on demand from the Contractor, refund to him the remaining portion of the Security Deposit, provided Engineer- in-Charge is satisfied that there is no demand outstanding against the Contractor.

f) Refund of Security Deposit:

100% of security deposit will be refunded on completion of the defect liability period of one year from the date of satisfactory completion of the work.

10. Deviation / Variations Extent & Pricing

The Engineer-in-Charge shall have power (i) to make alterations in, omissions from, additions to or substitutions for the original Specifications, drawings, design, and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non- availability of a portion of the site or any other reason, and the Contractor shall be bound to carry out the works in accordance with any instruction given to him in writing signed by the Engineer-in-Charge and such alterations, omission, additions, or substitution shall form part of the Contract as if originally provided therein and any altered, additional or substituted which the Contractor may be directed to do in the manner above specified as part of the works, shall be carried out by the Contractor on the same conditions in all respect including price on which he agreed to do the main work except as hereinafter provided. No work shall be ordered by the Engineer-in-Charge as a deviation and in the event of any deviation being ordered which in the opinion of the contractor changes the original nature of the contractor, he shall nevertheless carry it out and the disagreement as to the nature of work and the rate to be paid thereof shall be resolved in accordance with condition 54.

Such deviations/variations shall however be limited to the following:

- i. Lump sum contracts based on drawings and specifications at 10% of contract value awarded.
 - ii. All other Contracts
- a) Where the estimated cost does not exceed Rs.10 Lakhs at 20% of contract value awarded.
 - b) Where the estimated cost exceeds Rs10 Lakhs at 10% of contract value awarded.

10.1 The time for completion of the work shall, in the event of any deviation resulting in additional cost over the contract sum being ordered be extended as follows if requested by the contractor.

- a) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original contract sum; plus.
- b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

If any such item of work is carried out by the Contractor on the instructions of the Engineer-in-Charge, which is not covered by the "accepted schedule of rates", rates for additional, altered or substituted work shall be worked out in accordance with the following provisions in their respective order.

- i. If the rate for the additional, altered or substituted work are specified in the contract for similar nature of the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- ii. If the rate for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- iii. If the altered, additional or substituted work include any work for which no rates are specified in the contract for the work and which cannot be derived from the rates for a similar class of work on the contract, then such work shall be carried out at the rates entered in C.P.W.D, D.S.R, 2021 plus or minus percentage which the corresponding tendered amount bears to the estimated cost of the entire work put to tender.
- iv. If the altered, additional or substituted work cannot be determined in the manner specified in the sub clauses (i) to (iii) above, then the contractor shall within seven days of the date of receipt of the order to carry out the work, inform Engineer-in-charge of the rate which it is his intention to charge for such class of work, supported by analysis of rate or rates claimed and Engineer-in-Charge shall determine the rate or rates and pay the contractor accordingly. However the Engineer-in-Charge, by notice in writing will be at full liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non- settlement of rates of items falling under this clause.

11. Suspension of Works

- a) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge, may consider necessary for any of the following reasons:
- i. On account of any default on the part of the contractor, or
 - ii. For proper execution of the works or part thereof for reasons other than the default of the contractor; or
 - iii. For safety of the works or part thereof.

The Contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

- b) If the suspension is ordered for reasons (ii) and (iii) in sub Para (a) above.
- i. The Contractor shall be entitled to an extension of the time equal to period of very such suspension plus 25% and
 - ii. If the total period of all such suspension exceeds thirty days, the Contractor shall, in addition be entitled to compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and /or wages paid by the Contractor to his employees and labour at site, remaining idle during the period of suspension, provided the Contractor submits his claim supported by details to the Engineer-in-Charge within 14 days of the expiry of the period of 30days.
- c) If the works or part thereof are /is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for a reason (i) in sub - Para (a) above, the Contractor may after receipt of such order serve written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice to proceed with the works or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the Contractor to treat the suspension, where it affects only a part of the works as an omission of such part by the Company under condition or where it affects the whole of the works, as an abandonment of the works by the Company shall within ten days of expiring of such period of 15 days give notice in writing of his intentions to the Engineer-in-Charge. In the event of the Contractor treating the suspension as an abandonment of the Contract by the Company, he shall have no claim on payment of any compensation on account of any profit or advantage which he may have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and / or wages paid by him to the employees and labour at site, remaining idle in consequence and of materials collected which could not be utilised on the works, provided the Contractor submits his claim supported by the details to the Engineer-in-Charge within 28 days of the expiry of the period of 3 months.

12. Time and Extension for Delay

The time allowed for execution of the works as specified in the contract or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from the 15th day after the day on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, Company shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.

- 12.1 As soon as possible after the contract is concluded the Engineer-in-Charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in

direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work the contractor shall in all case in which the time allowed for any work exceeds one month (save for special jobs where different progress schedule is specified) complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the contract has elapsed; 3/8th of the work before one half of such time has elapsed and 3/4th before 3/4th of such time has elapsed.

12.2 If the works be delayed by

- a. force majeure, or
- b. abnormally bad weather, or
- c. serious loss or damage by fire, or
- d. civil commotion, local combination of workmen, strike or lockout, affecting any of the trades ,employed on the work ,or
- e. delay on the part of other contractors or tradesmen engaged by Company in executing work not forming part of the contract, or
- f. non- availability of stores, which are responsibility of Company to supply, or
- g. non availability or break-down of tools or plant to be supplied or supplied by company , or
- h. any other cause which, in the absolute discretion of the Company is beyond the Contractor's control; then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of Engineer-in-Charge to proceed with the works.

12.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such a request a period for which extension is desired.

12.4 In any such case the Company may give a fair and reasonable extension of time for completion of works. Such extension shall be communicated to the contractor by the Engineer-in-Charge in writing within 3 months of the date of receipt of such request by the Engineer-in-Charge.

13. Plant and Equipment

The contractor shall arrange at his expense at his own expense all tools plant and equipment (hereinafter referred to as T &P) required for execution of the work, except the items which may be given to him on hire by the Company. Company's T&P hired to the Contractor shall be conveyed by him at his expense from the place of issue to the site and back.

13.1 If the contractor requires any item of T&P on hire from the Company over and above the requirements indicated by him at the time of submitting his tender, the Company will, if such item is available, hire it to the Contractor at a rate to be fixed by the Engineer-in-Charge.

- 13.2** The period of hire will be reckoned from the commencement of the day of issue up to the end of the day of return (including all recognized holidays) irrespective of the actual hour of issue and return. The contractor will be exempted from levy of any charges for the number of days he is called upon in writing by the Engineer-in-Charge to suspend execution of the work Company's T&P in question has, in fact remained idle with the Contractor because of the suspension, provided the contractor, in case the period of suspension, exceeds eleven days returns Company's T&P to the place from where it was issued.
- 13.3** The hire charges shall be reckoned as under:
- a.** The first eight working hours (excluding a break of one hour) _____ one working day.
 - b.** every working hour or part thereof in excess of eight working hours, at the rate of 1/8th of hire charges for the working days provided however if the company has paid more than at the rate of 1/8th of the wages of the crew for overtime under the Minimum Wages Act or any other law for the time being in force, the Excess of 1/8th of the wages shall also be charged to the Contractor.
- 13.4** If at any time company's T&P has not been worked upon during a day except for a break down, or has been worked for less than 8 hours during a day, the contractor shall be charged for one working day.
- 13.5** If any item of Company's T&P has stopped working on account of breakdown before it is worked for four hours in day the contractor will be charged for half a working day. If the item has stopped working after it has worked for more than four hours but less than eight hours, the Contractor will be charged for full working day.
- 13.6** The hire charges mentioned in conditions 13 to 13.5 above cover charges of crew, stores for maintenance and cleaning purposes and fuel needed to start a machine at the time of issue. All other charges such as cost of fuel for running a machine, engine oil, kerosene oil etc for working Company's T&P and all unskilled labour and water required for serving / washout shall be borne by the contractor. The contractor shall permit the Engineer-in-Charge to carry out periodical maintenance for Company's T&P and there will be no deduction in hire charges for the period spent on such maintenance. However, the contractor shall be allowed to return the tools and plants (issued by the Company) for purposes of repairs and for the duration of such repairs no hire charges shall be levied.
- 13.7** The contractor shall be responsible for care and custody of Company's T&P (including employment of Chowkidars) during the period Company's T&P remain with him and any damage (fair wear and tear excepted) to any of the equipment (except for Excepted Risks provided always the Contractor has taken precautions necessary to protect it from such risks) shall be made good at the Contractor's expense to the satisfaction of the Engineer-in-Charge unless such damage is caused because of negligence of crew provided by the Company.
- 13.8** The company gives no guarantee in respect of output of his T&P hire to the contractor and no reduction in rates or any compensation shall be allowed on the ground that out turn or performance of Company's T&P was not to the Contractors expectations.
- 13.9** Company's T&P hired to the contractor shall be returned at the place of issue (unless otherwise directed) by the contractor to the Engineer-in-Charge on completion of the work or section of the work or earlier on termination of the hire by the Company as herein after provided on a written notice by the Engineer-in-Charge. The company shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever and the contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of termination of hire of Company's T&P by the company. In such an event, however, a reasonable extension of time shall be given by the Engineer-in-Charge.

13.10 A Log Book for recording hours during which every item of Company's T&P issued to the Contractor has worked each day shall be maintained by the member of the crew in charge thereof or any representative of the Engineer-in-Charge appointed in that behalf and shall be daily attested by the Contractor or his authorised agent. In case the contractor contests correctness of any entry and or fails to sign the Log Book the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges shall be calculated with the entries in the Log Book.

14. Materials to be provided by the Contractor

a) The contractor shall at his own expense, provide all materials required for the works other than those, which are to be supplied by the Company. For all such materials brought by the Contractor "MATERIAL PASS -IN" should be obtained from our Security Department clearly indicating the description and quantity of materials brought and submit a copy of the ' MATERIAL PASS -IN" to the Engineer-in- Charge.

1. All materials to be provided by the Contractor shall be in conformity with the specifications laid in the contract and the contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of the Engineer-in-Charge, that the material so comply.
2. The Contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials proposed to be used in the works. The Engineer-in-Charge shall within seven days of supply of samples or within such further periods as he may require, intimate the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in- Charge for his approval fresh samples complying with the specifications laid down in the contract.
3. The Engineer-in- Charge shall have full powers to require removal of any or all of the material brought to site by the Contractor which are not in accordance with the contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing the rejected material Engineer-in-Charge shall have full powers to procure other proper materials to substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All cost, which may attend upon such removal and / or substitution, shall be borne by the Contractor.
4. The Contractor shall indemnify the Company or any agent or employee of the Company against any action, claim or proceeding relating to infringement or use of any patent design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part hereof included in the contract .In the event of any claim being made or action being brought against the Company or any agent servant, or employee of the Company in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Company but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount, so paid being reimbursed to the Contractor only if the use was the result of any drawings and / or specifications issued after submission of the tender.
5. Subject as hereinafter provided in condition 50/50 -A All charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the Company) shall be borne by the Contractor.
6. The Engineer-in- Charge shall be entitled to have tests carried out as specified in the contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-Charge may require for the purpose. If no tests are specified in the contract, and such tests are

required by the Engineer-in-Charge the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only if tests disclose that the said material are not in accordance with the provision of the contract. The cost of materials consumed in tests shall be borne by the Contractor in all cases except when otherwise provided.

b) Materials to be supplied by the Company

1. If after acceptance of the tender the Contractor desires the Company to supply any other materials, such materials may be supplied by the Company, if available, at rates to be fixed by the Engineer-in- Charge.
2. For the materials in which the Company has agreed to supply to the Contractor, he shall give a reasonable notice in writing of his requirements to the Engineer -in- Charge in accordance with the agreed phased programme. Such materials shall be supplied for the purposes of the contract only and the value of materials so supplied shall be set off or deducted as and when the materials are consumed in terms of work for which payment is being made to the Contractor, for any sums then due or which may thereafter become due to the Contractor, under the contract. At the time of submission of bills the Contractor shall properly account for the materials issued to him to the satisfaction of the Engineer-in- Charge and certify that balance of materials supplied is available at site.
3. The materials will be issued from the Company's departmental store at Kanjikode. The Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary and incorporation of fixing materials in the works including all preparatory works of whatever descriptions as may be required.
4. All materials issued to the Contractor by the Company for incorporation of fixing in the works(including preparatory works) shall, on completion or on foreclosure of the works, be returned by the Contractor at his expense, at the place of issue, after making due allowance for actual consumption, reasonable wear and tear and /or waste. If the Contractor is required to deliver such material at a place other than the place of issue, he shall do so and the transportation charges from the sides to such place, less the transportation charges which would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by the Company.
5. Surplus material returned by the Contractor shall be credited to him by the Engineer-in-Charge at rates not exceeding these at which were originally issued to him after taking into consideration any deterioration or damage which may have been caused to the said materials whilst in the custody of the Contractor.
6. If on completion of works the contractor fails to return surplus material out of those supplied by the Company, then in addition to any other liability which the Contractor would incur, the Engineer-in-Charge may; by a written notice to the Contractor, require him to pay within a for night of receipt of the notice, for such unreturned surplus material at a double the issue rates.
7. If cement is to be supplied by the Company, every cement godown shall be provided with two locks on each door. The key of one lock at each door shall remain with the Engineer-in-Charge or his representative and that of the other lock with the Contractor's authorised agent at site of works so that cement is removed from the godown only according to daily requirement with the knowledge of both the parties.

15. GENERAL

Materials required for the works whether brought by the Contractor or supplied by the Company, shall be stored by the Contractor only at places approved by the Engineer-in-Charge, storage and safe custody shall be responsibility of the Contractor. Rent will be charged to the Contractor

for storage accommodation provided by the Company.

1. Company's official concerned with the contract shall be entitled at any time to instruct and examine any materials intended to be used in or on the works either on the site or at factory workshop or other place(s) where such materials are assembled, fabricated manufactured or at at any places where these are lying or from which these are being obtained and the Contractor give such facilities as may be required for such inspection and examination.
2. All materials brought to the site shall become and remain the property of the Company and shall not be removed off the site without the prior written approval of the Engineer- in- Charge. But whenever the works are finally completed and advance, if any, in respect of any such materials is fully recovered, the Contractor shall at his own expense forthwith from the site all surplus materials originally supplied by him and upon such removal, the same shall revert in and become the property of the Contractor.

16. LABOUR

The Contractor shall employ labour in sufficient numbers either directly or through sub-contractor, where such subletting is permitted, to maintain the required rate of progress and of quality to ensure workmanship of the specified in the contract and to the satisfaction of the Engineer-in-Charge. The contractor shall not employ in connection with the works any person who has not completed his fifteenth years of age.

- a. In this connection, the Contractor shall be responsible for the implementation of the Kerala Factory Rules 1957 regarding employment of child/adolescent labour and in default of complaints with any of the provisions of the said Rules he shall indemnify the Company from any damages, penalties, fines, claims, or any other cause of action against the Company on account of any action by the competent government authority or person.
 - b. The Contractor shall not employ any person below the age of 14 years under the law and if any child/adolescent labour who is above the age of 14 years but not completed 15 or completed 15 years but not completed 18 years, a certificate of fitness shall be obtained by the Contractor from the Medical Officer, I.T.I. General Hospital, without which the Contractor shall be liable for action as per the provisions under the law.
- 16.1 The Contractor shall furnish to the Engineer- in- Charge at fortnightly intervals a distribution return of the number and description by trades of the work people employed on the works .The Contractor shall also submit on 4th and 19th of every month to the Engineer- in- Charge a true statement showing in respect of second half of the preceding month and the first half current month. i) the accident that occurred during the said fortnight showing the circumstances under which they happened and the extend of damage and injury caused by them and ii) the number of female workers who have been allowed Maternity benefit as provided in the Maternity Benefit Act ,1961 ,or rules made there under and the amount paid to them.
 - 16.2 The Contractor shall pay to labour employed by him either directly or through sub-contractor wages not less than fair wages as defined in the Contractor's labour Regulations.
 - 16.3 The Contractor shall in respect of labour employed by him either directly or through sub-contractor comply with or cause to be complied with the Contractor's labour regulation regard to all matters provided therein
 - 16.4 The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1947, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial disputes Act, 1947, Maternity Benefit Act, 1961 and Mines Act.1952 or any modifications thereof or any other law relating thereto and the rules made there under from time to time.

A. The Contractor shall be liable to pay his contribution and the employees' contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provisions of "The Employees ' State Insurance Act 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable the Engineer- in- Charge shall recover from the running bills of the Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees' State Insurance.

16.5 The Engineer- in- Charge shall on report having been made by an Inspecting Officer as defined in the Contractor's Labour Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the said Contractor's Labour Regulations.

16.6 The contractor shall indemnify the Company against any payments to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-Contractor.

16.7 In the event of the Contractor committing a default or breach of any of the provisions of the a aforesaid Contractor's Labour Regulations as amended from time to time furnishing any information or submitting or filling any Form / Register/ Slip under the provision of these regulations which is materially incorrect then only report of the inspecting officer as defined in the Contractors Labour Regulation, the contractor shall without prejudice to any other liability pay to the company a sum not exceeding Rs.50.00 as liquidated damages for every default, breach or furnishing, making submitting, filling materially incorrect statement as may be fixed by the Engineer- in-Charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs.50.00 per day for each day of default subject to maximum of one percent of the estimated cost of the works as per tender. The Engineer-in- Charge shall deduct such amount from bills or surety deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer- in- Charge in this respect shall be final and binding.

Model Rule for Labour Welfare

16.1.1 The Contractor shall at his own expense comply with or cause to be complied with Model Rule for Labour Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case fails to make arrangements as aforesaid, the Engineer- in- Charge shall be entitled to do so and recover the cost thereof from the Contractor.

Safety Code

16.1.2 The contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, Engineer- in- Charge shall be entitled to do so and recover the cost thereof from the Contractor.

1. Failure to comply with Model Rule for Labour Welfare Society Code or the provisions relating to accidents and to grant of maternity benefits to female workers shall make Contractor liable to pay to the Company as liquidated damages an amount not exceeding Rs.50.00 for each default or materially in correct statement. The decision of the Engineer-in- Charge in such matters based on reports from the Inspecting Officers as defined in the

Contractor's Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.

17. Admission to Site

The contractor shall not be permitted to enter on (other than for inspection purpose) or take possession of the site until instruction to do so by the Engineer- in- Charge in writing. The portion of site to be occupied by the contractor shall be defined and /or marked on the site plan, failing which these shall be indicated by the Engineer- in - Charge at the site and the contractor shall on no account be allowed to extend his operations beyond these areas. In respect of any land allotted to the Contractor for purpose of or in connection with the contract, the Contract shall be a license subject to the following and such other terms and conditions as many be imposed by the licenser:-

- i. That he shall pay a nominal license fee of Rs.1/- per year or part of a year for use and occupation, in respect of each and every separate area of land allotted to him.
- ii. That such use or occupation shall not confer any right of tenancy of the land to the Contractor.
- iii. That the Contractor shall be liable to vacate the land on demand by the Engineer- in- Charge.
- iv. That the Contractor shall have no right to any construction over this land without the written permission of the Engineer- in- Charge. In case, he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.

17.1 The Contractor shall provide, if necessary or if required on the site, all temporary access thereto and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as when ordered by the Engineer- in- Charge and make good all damage done to the site.

18. Setting out the works

The Engineer- in-Charge shall supply dimensional, drawings levels and other information necessary to enable the Contractor to set out the works. The contractors shall provide setting out apparatus required and set out the works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer- in-Charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-Charge, in which case the cost of rectification shall be borne by the Company. The Contractor shall protect and preserve all bench marks used in setting out the works till end of the Defects Liability Period unless the Engineer- in-Charge directs earlier removal.

19. Site Drainage

All water which may accumulate on the site during the progress of the Works, or in trenches and excavations, from other than the excepted risks shall be removed from the site to the satisfaction of the Engineer- in- Charge, and the Contractor's expense.

20. Nuisance

The Contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to owners tenants or occupiers of other properties near the site and to the public generally.

21. Materials Obtained from Excavation

Materials of any kind obtained from excavation on the site shall remain the property of the company and shall be disposed off as Engineer- in- Charge may direct.

22. Treasure, Trove, Fossils, etc.

All fossils, coins, articles of value or antiquity and structure and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of the Company and Contractor take reasonable precautions to prevent his workmen or any other person from removing or damaging any, such article or thing and shall immediately upon discovery thereof and before removal acquaint the Engineer- in- Charge's with such discovery and carry out the Engineer- in- Charge's direction as to the disposal of the same at the expense of the Company.

23. Protection of Trees

Trees designated by the Engineer- in- Charge shall be protected from damage during the course of the works and earth level within 1 Metre of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing by the Contractor at his own cost.

24. Watching and Lighting

The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer- in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

25. Contractor's Supervision

The Contractor shall either himself supervise the execution of the works or shall appoint a competent agent approved by the Engineer-in- Charge to act on his behalf. If in the opinion of the Engineer-in-Charge the Contractor has himself no sufficient knowledge and experience to be capable or receiving instructions or cannot give his full attention to the works, the Contractor shall at his own expense, employ at his accredited agent an Engineer approved by the Engineer- in- Charge. Orders given to the Contractor's agent shall be considered to have the same force if these had been given to the Contractor himself. If the Contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed and the Contractor shall be held responsible for the delay so caused to the works.

26. Inspection and Approval

All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorised representative when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.

26.1 No work shall be covered up or put out of view without the approval of the Engineer- in- Charge or his authorised representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundation before permanent work is placed thereon. The Contractor shall give due notice to the Engineer- in-Charge or his authorised representative whenever any such work or the foundation is ready for examination and the Engineer- in- Charge or his representative shall without unreasonable delay, unless he considers it necessary and advise the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundation. In the event of the failure of the Contractor to give such notice he shall if required by the Engineer- in-Charge uncover such work at the Contractor's expense.

- 26.2 Company Officers concerned with contract shall have powers at any time to inspect and examine any part of the works and the Contractor shall give such facilities as may be required for such inspection and examination.

27. Duties and Powers of Engineers-in-Charge's representative

The duties of the Representative of the Engineer-in-Charge, are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the Company nor to make any variation in the works.

- 27.1 The Engineer- in-Charge may from time to time delegate to his representative any of the powers authorities vested in the Engineer-in-Charge. Any written instruction or written approval given by the representative of the Engineer-in- Charge to the Contractor within the terms of such delegation shall bind the Contractor and the Company as though it had been given by the Engineer-in-Charge.
- 27.2 Failure of the representative of the Engineer-in-Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- 27.3 If the Contractor is dissatisfied with any decision of the Representative of the Engineer-in-Charge shall be entitled to refer the matter to the Engineer- in-Charge who shall thereupon confirm, reverse or vary such decision.

28. Removal of Workmen

The Contractor shall employ in and about the execution of the works only such person as are skilled and experienced in there several trades and the Engineer-in-Charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the contractor in or about the execution of the works who in the opinion of the Engineer-in-Charge misconducts himself or is incompetent negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the Engineer-in-Charge.

29. Uncovering and Making Good

The Contractor shall uncover any part of the works and/or make opening or through the same as the Engineer-in-Charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-Charge . If any such part has been covered up or put out of view after being approved by the Engineer-in-Charge and is subsequently found on uncovering to be executed in accordance with the contract, the expenses of uncovering and making opening in or through, reinstating and making good the same shall be borne by the Company. In any other case all such expenses shall be borne by the Contractor.

30. Normal Working hours And Work on Holidays and During Night

The Contractor shall carry out all the works during the working hours of the General Shift of the Factory. The Contractor shall not carry out any work on holidays and during night, without prior permission in writing from the Engineer-in-Chief.

31. Completion Certificate

- 31.1 As soon as the work is completed, the Contractor shall give notice of such completion to the Engineer-in-Charge and within ten days of receipt of such notice the Engineer-in-Charge shall inspect the work and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion,(b)defects to be rectified by the

Contractor and/or(c)items for which payment shall be made at reduced rates indicating the reasons therefore. When separate periods of completion have been specified for items of group of items, the Engineer-in-Charge shall issue separate completion certificate for such items or group of items. No certificates of completion shall be issued, nor shall the work be considered to be complete till the contractor shall have removed from the premises on which the work has been executed all scaffoldings, sheds and surplus materials, except , such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the Contractor or the workmen and cleaned all dirt from all parts of buildings(s)in, upon or about which work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes, oil locks and fastenings, labeled keys clearly and handed them over to the Engineer-in-Charge or his representatives and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-Charge. If the contractor shall fail to comply with any of the requirements of the this condition as aforesaid or on before the date of completion of the works, the Engineer- in-Charge may at the expense of the contractor fulfill such requirements and dispose off the scaffoldings, surplus materials and rubbish etc as he thinks fit and the Contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor. If the expenses of fulfilling such requirements are more than the amount realised on such disposal as aforesaid, the Contractor shall forthwith on demand pay such excess.

- 31.2 If at any time before completion of the entire work, items or groups of items for which separate periods of completion have been specified, have been completed and if the Engineer-in-Charge with the consent of the Contractor takes possession of any part or parts of the same (any such part(s) being hereinafter in this condition referred to as the relevant part) then notwithstanding anything expressed or implied elsewhere in this Contract.
- a. Within ten days of the date of completion of such items or group of items or of possession of the relevant part, the Engineer-in-Charge shall issue completion certificate for the relevant part has in condition 31(1) above provided the Contractor fulfills his obligations under that conditions for the relevant part.
 - b. The defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.
 - c. The Contractor may reduce the value insured under condition 34 by the value of the completed items or relevant part as estimated by the Engineer in-Charge for this purpose. This estimate shall be applicable for this purpose only and for no other.
 - d. For purposes of ascertaining compensation for delay under condition32 in respect of any period during which the works are not complete the relevant part will be deemed to form a separate item or group, with date of completion as given in the contract or as extended under condition12 and actual date of completion as certified by the Engineer-in-Charge under this condition.

32. Compensation for Delay

If the contractor fails to maintain the required progress in terms of condition 12 or to complete the work and clear the site on or before the contract or extended date/period of completion, he shall, without prejudice to any other right or remedy of the Company on account of such breach, to pay as agreed as compensation amount calculated as stipulated below or such smaller amount as may be fixed by the company on the contract value of work for every week that the progress remains below that specified condition 12 or that the work remains incomplete. This will also apply to items or group of items for which separate period of completion has been specified. For

this purpose the term ' contract Value' shall be the value at contract rates of the work as ordered.

- a. Completion period (as originally stipulated) not exceeding 6 months at 1(one) percent per week.
- b. Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years @ ½ (half) percent per week
- c. Completion period (as originally stipulated) exceeding 2 years @ 1/4th (quarter) percent per week.

16.2 Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the under noted percentage of the contract value or of the contract value of the items or group of items of work for which a separate period of completion is given:

- a. Completion period as originally stipulated not exceeding 6 months @10%
- b. Completion period as originally stipulated exceeding 6 months and not exceeding 2 years @ 7 ½ %.
- c. Completion period (as originally stipulated) exceeding 2 years @ 5%.

16.3 The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the company

33. Defects Liability Period

The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-in-Charge, any defect which may develop or may be noticed before the expiry of twelve months from the certified date of completion.

34. Contractor's Liability and Insurance

From commencement to completion of the works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimise loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all Company's T&P from any cost whatsoever(save and except the Excepted Risks)and shall at his own cost repair and make good the same so that at completion the works and all Company's T&P shall be in good order and condition and in conformity in every respect with the requirements after the Contract and instruction of the Engineer-in-Charge.

34.1 In the event of any loss or damage to the works or any part thereof or to any T&P or to any material or articles at the site from any of the Excepted Risks the following provisions shall have effect:

- a. The Contractor shall, as may be directed in writing by the Engineer-in- Charge, remove from the site any debris and so much of the works as shall have been damage, taking to Company's store such Company's T&P, articles and / or materials as may be directed.
- b. The Contractor shall as may be directed in writing by the Engineer- in- Charge proceed with the erection and completion of the works under and with the provisions and conditions of the in accordance contract; and
- c. These will be added to the Contract sum, the net amount due, ascertained in the same manner as for deviations, or as prescribed for payment, in receipt of the re-execution of the works lost or damage the replacement, of any T&P and of any materials and articles lost or damaged but not incorporated in the works on the day. When the loss/damage occurred and the removal by the Contractor as provided above of Company's T&P articles

- and /or materials to the Company's store and of debris and damaged works referred to therein and the compensations paid by him, under any law for time being in force to any workman employed by him for any injury caused to him or the workman's legal successors for loss of the workman's life.
- 34.2 Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the contractor not taking precautions to prevent loss or damage or minimize the amount of such loss or, damage.
- 34.3 Without limiting the obligations and responsibilities under this conditions the Contractor shall insure the works (from commencement to completion), the Company's T&P hired by the Contractor and all material at site, to their full value as to Company's T&P according to the value indicated by the Engineer-in-Charge against the risk of loss or damage from whatever cause arising other than the Excepted Risks. The said insurance shall be in joint names of the Company and the Contractor and the Contractor shall deposit with the Engineer – in - Charge the said policy or policies. All money's payable by the insurers under such policy or policies shall be recovered by the Company and shall be paid to the Contractor in installments by the Engineer-in-Charge for the purpose of rebuilding or replacement or repair of the works and /or goods destroyed or damaged as the case may be.
- 34.4 If the Contractor has a blanket insurance policy for all his works and the policy, covers all the items to be insured under this condition the said policy shall be assigned by the Contractor in favour of the Company, provided however is any amount is payable under the policy other than the work under this Contract the same may be recovered by the Contractor directly from the insurers.
- 34.5 Where the Company building or a part thereof is rendered by the Contractor he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-Charge shall be final and binding.
- 34.6 The Contractor shall indemnify and keep indemnified the Company against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages cost, charges and expenses whatsoever in respect of or in relation thereto; provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Company against any compensation or damages caused by the excepted risks.
- 34.7 Before commencing execution of the work, the Contractor shall without in any way limiting his obligations and responsibilities under this conditions, insure against any damages / loss or injury which may occur to any property (Excluding that of the Company but including the Company's building rented by the Contractor wholly or in part and any part of which is used by him for storing combustible materials),or to any person (including any employees of the Company) by or arising out of carrying out the Contract.
- 34.8 The Contractor shall at all time indemnify the Company against all claims, damages or compensation under the provisions of payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, The Employees State Insurance Act, 1948, and Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time as or consequence of any accidents or injury to any workman or other person in or about the works, whether in the employment of the Contractor or not save and except where such accident or injury has resulted from any act of the Company, its agent or servants, and also against all cost, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to

compromise or compound any such claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensations payable under the Workmen's Compensation Act, 1923 or any modification thereof any other law relating thereto.

- 34.9 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in Charge agreed to their cancellation.
- 34.10 The Contractor shall prove to the Engineer-in Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premium for keeping alive till expiry of the Defects Liability Period.
- 34.11 The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the Company resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or caused to be produced by his sub-contractors (if any) as the case may be the relevant policy, or policies and the premium receipts as and when declared by the Engineer-in Charge.
- 34.12 If the Contractor and /or his sub-contractors (if any) shall fail to effect and keep in force their insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then and in any such case the Company may without being bound to, effect and keep in force any such insurance and pay such premium or premiums, as may be necessary for that purpose and from time to time deduct the amount so paid by the Company from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

35. Facilities to other Contractors

The Contractor, shall in accordance with the requirements of the Engineer- in- Charge, afford all reasonable facilities to other Contractors engaged contemporaneously on separate contract in connection with the works and for Departmental labour and labour of any other properly authorised authority or statutory body which may be employed at the site on execution of any works not included in the contract or of any contract which the Company may enter into in connection with or ancillary to the works

36. Notices to Local Bodies

The Contractor shall comply with and give all notices required under any Government authority, instrument, rule or order made under any Act of Parliament, state Laws of or any regulations or bye - laws of any local authority relating to the works.

He shall before making any variation from the contract drawings necessitated by such compliance given to the Engineer-in Charge a written notice giving reasons for the proposed variation and obtain the Engineer-in Charge's instructions thereon.

- 36.1 The Contractor shall pay and indemnify the Company against any liability in respect of any fees or charges payable under any Act of Parliament, State Laws or any Government instrument, rule or order and any regulations or by laws of any local authority in respect of the works.

37. Sub Contracts

The Contractor shall not sublet any portion of the contract without the prior written approval of the Company / Engineer-in Charge.

38. Instructions and Notice

Subject as otherwise provided in this contract, all notices to be given on behalf of the Company and all other actions to be taken on its behalf may be given or taken by the Engineer-in Charge or any officer for the time being entrusted with the functions , duties and powers of the Engineer-in Charge.

- 38.1 All inspections, notices and communications, etc under the contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.
- 38.2 The contractor or his agent shall be in attendance at the site(s) during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in Charge may consider necessary. Orders given to the Contractor's Agent shall be considered to have the same force as if they had been given to the Contractor himself.
- 38.3 The Engineer– in- Charge shall communicate and or confirm his instructions to the Contractor in respect of the execution of the work in a 'Work Site Order Book' maintained in the office of the Engineer-in Charge and the Contractor or his authorised representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor he shall be furnished a certified true copy of such instruction.

39. Foreclosure of Contract in full or in part due to Abandonment or Reduction in Scope of work

If at any time after acceptance of the tender the Company shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole of any part of the works to be carried out, the Engineer– in- Charge shall give notice in writing to that effect to the Contractor and the contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or, advantage which he might have derived from the execution of the works in full but which he did not derived in consequence of the foreclosure of the whole of part of the works.

- 39.1 The Contractor shall be paid at contract rates full amount for works executed at site and, in addition reasonable amount as certified by the Engineer-in Charge for the items hereunder mentioned which could not be utilised on the works to the full extent because of the foreclosure.
- a. Any expenditure incurred on preliminary site work, eg. Temporary access roads, temporary labour huts, staff quarter and site office, storage accommodation and water storage tanks.
- i. The Company shall have the option to take over the Contractor's materials of any part thereof either brought to site or of which the Contractor is legally bound to accept the delivery from suppliers (for incorporation in or incidental to the work), provided, however, the Company shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain; for materials taken over or to be taken over by the Company, cost of such materials. The cost shall however taken into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
- ii. For Contractor's materials not retained by the Company, reasonable cost of transporting such materials from site to Contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.

- b. If any materials supplied by the Company are rendered surplus, the same except normal wastage shall be returned by the Contractor to the Company at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused while the materials were in the custody of the / contractor. In addition, cost of transporting such materials from site to the Company stores, if so required by the Company,
- c. Reasonable compensation for transfer of T&P from site to Contractor's permanent stores or to his other works, whichever is less .If T&P are not transported to either of the said places, no cost of transportation shall be payable.

39.2 The Contractor shall, if required by the Engineer-in-Charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

40. Termination of Contract for Death

If the Contractor is an individual or a proprietary concern and the individual or proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Company is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the Company shall be entitled to cancel the Contract; as to its incomplete part without the Company being in any way liable to payment of any compensation to the estate of the deceased Contractor and / or the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Company that the legal representative of the deceased Contractor or the surviving partners of the contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties in the event of such cancellation the company shall not hold the estate of the deceased Contractor and or the surviving partners of the contractor's firm liable for damages for not completing the Contract.

41. Cancellation of contract in full or in part

If the Contractor

- a. At any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge, or
- b. Commits defaults in complying with any of the terms and conditions of the Contract and does not remedy it to take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge, or
- c. Fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge , or
- d. Shall offer or give or agree to give to any person in Company's service or to any other person on his behalf any gift of consideration of any kind as an inducement or reward for doing for forbearing to do for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Company, or
- e. Shall enter into a contract with the Company in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Engineer-in-Charge; or
- f. Shall obtain a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering; or

- g. Being an individual, or if a firm or any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency act for time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any insolvency Act for time being in force for the sequestration of his estate or if a trust deed executed by him for benefit of his creditors; or
- h. Being a Company shall pass a resolution or the court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed for circumstances shall arise which entitled the court of debenture, holder to appoint a receiver or manager; or
- i. Shall suffer an execution being levied on goods and allow it to be continued for a period of 21 days; or
- j. Assign, transfers, sublets (engagement of labour on a piece-work basis or, of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge; the Engineer-in-Charge may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Company, by written notice cancel the Contract as a whole or only such items of work default from the contract.

41.1 The Engineer-in-Charge shall on such cancellation have power to:

- a. take possession of the site and any materials, constructional plant, implements, stores, etc. , thereon ;and / or
- b. carryout the incomplete work by any means at the risk and cost of Contractor

41.2 On cancellation of the Contract in full or in part the Engineer-in-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed , the loss or damage suffered by the Company. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.

41.3 Any excess expenditure incurred or to be incurred by the Company in completing the works or part of the works/ or the excess loss or damages suffered or may be suffered by the Company as aforesaid after allowing such credit shall be recovered from any moneys due to the Contractor or any account or under any other contract and if such moneys are not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.

41.4 If the Contractor shall fail to pay the required sum within the aforesaid period or 30 days the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary building, etc, and apply the proceeds of sale thereof towards the satisfaction of any sum due from the Contractor under the contract and if there after there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the contract.

41.5 Any sums in excess of the amounts due to the Company and unsold materials, constructional plant, etc., shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Company of the works or part of the works is less than the amount which the Contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.

42. Liability for Damage Defects or imperfection and Rectification Thereof

If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc., contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while the in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-Charge or his representative at any time during construction or reconstruction or prior to the expiration of the Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound, or of a quality inferior to that Contracted for, or otherwise not in accordance with the contract, or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship, the Contractor ,shall upon receipt of a notice in writing in that behalf form the Engineer – in – Charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, and / or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same way have been inadvertently, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-Charge may rectify or remove and re-execute the work and / or remove and replace with others the materials or articles complained of, as the case may be by other means at the risk and expense of the Contractor.

42.1 In case of repairs and maintenance works, splashes and droppings from whitewashing, painting etc shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual room, quarters or premises, etc where the work is done without waiting for completion of all other items of work in the contract .In case the Contractor fails to comply with requirements of this condition, the Engineer-in-Charge shall have the right to get the work done by other means at the cost of Contractor. Before taking such action, however the Engineer-in-Charge shall given three days notice in writing to the Contractor.

43. Urgent Work

If any urgent work in respect whereof the decision of the Engineer- in- Charge shall be final and binding necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other work people carry it out as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the contract to carry out at his expense, all expenses incurred on it by the Company shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

44. Changes in Constitution

Where the Contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be, obtained before any change is made in the constitutional of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership firm when only he would have the right to carry out the work hereby undertaken by the Contractor .If prior approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of conditionb41 (j) hereof and the same action may be taken and same consequences shall ensure provided as for in the said condition(41)

45. Training of Apprentices

The Contractor shall during the currency of the contract when called upon the Engineer-in-Charge engage and also ensure engagement by sub contractor and others employed by the Contractor in connection with the works, such number of Apprentices in the categories as mentioned hereunder and for such periods as may be required by the Engineer-in-Charge. The Contractor shall train them as required under the Apprentices Act, 1961 and shall be responsible for all obligations of the employer under the Act including the liability to make payment to

apprentices as required under the Act.

46. VALUATION AND PAYMENT

Records and Measurement

The Engineer-in-Charge shall except as otherwise stated as certain and determine by measurement the value in accordance with the contract of work done in accordance therewith.

- 46.1 All items having a financial value shall be entered in Measurement Book, Level, and Book etc., prescribed by the Company so that a complete record is obtained of all work performed under the contract.
- 46.2 Measurement shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the Contractor. If the Contractor fails to attend or send an authorised representative for measurement, after such a notice or fails to countersign or to record the objection within a week from the date of measurement then in any such event measurements taken by the Engineer-in-Charge or by the person deputed by him shall be taken to be the correct measurement of the work.
- 46.3 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 46.4 Measurement shall be signed and dated by both parties each day on the site on completion of measurement. If the contractor objects to any of the measurements, recorded on behalf of the Company a note to that effect shall be made in the measurement book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurements.

47. Methods of Measurement

Except where any general or detailed description of the work in quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates / Specification notwithstanding any provision in the relevant Standard Method of Measurement of any general or local custom. In the case of items which are not covered by the Schedule of Rates/Specification, measurement shall be taken in accordance with the relevant Standard Method of Measurement issued by the Bureau of Indian Standards.

48. Payment on Account

Interim bills shall be submitted by the Contractor for the work executed. The Engineer-in-Charge shall then arrange to have the bill verified by taking out causing to be taken, where necessary, the requisite measurements of the work.

- 48.1 Payment on account for amount admissible shall be made on the Engineer- in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the following.
 - a. all work executed after deduction there from the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.
 - b. 75 percent of the cost (as assessed by the Engineer-in-Charge) of any materials which are in the opinion of the Engineer-in-Charge reasonably required in accordance with the contract and have been brought to site for incorporation in the works and are safeguards against loss due to any cause whatsoever to the satisfaction of the Engineer-in-Charge but, have not been so incorporated,

provided the Contractor provides an insurance cover or the full cost of perishable materials.

- 48.2 The advance payments under (b) above shall be adjusted as and when the materials are utilized in the works
- 48.3 Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by final certificate. No certificate of the Engineer-in-Charge supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract
- 48.4 Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

49. Time Limit for Payment of Final Bill

The final bill shall be submitted by the Contractor within three months of physical completion of the works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute for quantities and rates as approved by Engineer-in-Charge, shall be made within the period specified here under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge

- | | | | |
|----------------------------------|----------|---|---------|
| a. Contract amount not exceeding | Rs5Lakhs | - | 4Months |
| b. Contract amount exceeding | Rs5Lakhs | - | 6Months |

- 49.1 After payment of the amount of the final bill payable aforesaid has been made, the Contractor may, if he so desire reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.

50. LOANS

Loans will, subject to availability of funds and, if required by the Contractor, be given as under within 6 weeks of submission of application by him subject to other conditions being fulfilled and the Engineer-in-Charge certifying the sum to which the Contractor is entitled by way of loan:

In case of contracts valued at over Rs.20 Lakhs

- a. For plant and equipment specifically acquired for the work and brought to site, at 75% of the purchase price of new machinery, against production of documents in support thereof and subject to the condition that the Engineer-in-Charge considers the price reasonable and that such plant and equipment are necessary for the works and not in excess of requirements and are hypothecated in favour of the company in the form required by the Company. Interest on the sum outstanding shall be levied at the appropriate percentage determined by the Engineer-in-Charge. Loan against the plant and equipment shall in no case exceed six percent of the contract sum.
- b. A lumpsum advance not exceeding 4% of the contract sum against guarantee acceptable to the Company at the appropriate rate of interest determined by the Engineer-in-Charge. The advance shall be utilized for the purpose of this contract only and for the no other purpose. Provided that if a request for loan is made by the Contractor against both the aforementioned provision this condition, viz (a)&(b) the total sum given as loan shall not exceed 8% of the contract sum.,

- 50.1 Recovery of the sums loaned against (a) and (b) above and of interest thereon shall be made by deduction from the on account payments referred to in condition 48 in suitable percentages in relation to the progress, as fixed by the Engineer-in-Charge, so that all the sums loaned with interest thereon shall be fully recovered by the time work amounting to nearly 80% of the contract sum is completed. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for sums loaned and other sums deductible therefrom, the balance outstanding shall be deducted from subsequent interim bill/bills as may be necessary, failing that as otherwise provided for in the contract.
- 50.2 If for any reason, except a default of the Contractor, the work under the contract is suspended or is to be suspended for more than 15 days, the Contractor shall be at liberty to remove the plant and equipment or any part thereof hypothecated to the Company under clause (a) above to any works site of the Contractor for carrying on his other works, on his furnishing prior to such removal Bank guarantee acceptable to the Company for the amount of the outstanding loan granted under clause (a) above with interest and undertaking to bring back to the site, before expiry of the period of suspension, the plant and equipment as may be necessary for completion of the works. If such plant and equipment are not brought back, the Contractor shall forthwith repay the amount of the loan outstanding with interest.

51. Over payments and Underpayments

Whenever any claim for the payment of a sum of money to the Company arises out of /under this contract against the Contractor the same may be deducted by the Company from any sum then due or which at any time thereafter may become due to the Contractor under this contract failing that under any other contract with the Company or from any other sum due to the Contractor from the Company (which may be available with the Company) or from his security deposit, or shall pay the claim on demand.

- 51.1 The Company reserves the right to carry out post payment audit and technical Examination of the final bill including all supporting vouchers, abstracts etc. The Company further reserves the right to enforce recovery of any overpayment deducted, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under condition 54 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 51.2 If as result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by the Company from the Contractor, by any or all of the methods prescribed above or if any underpayment is discovered the amount shall be duly paid to the Contractor by the Company.
- 51.3 Provided that the aforesaid right of the Company to adjust over payments against amount due to the Contractor under any other contract with the Company shall not extend beyond the period of two years from the date of payment of the final bill or in case of the final bill is a MINUS bill, from the date amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.
- 51.4 Any amount due to the Contractor under this contract for underpayment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the contractor from him to the Company on any other contract or account whatsoever.

52. Arbitration and Laws

Except where otherwise provided in the contract all question and dispute relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as the quality of workmanship, or materials used on the work, or as to any other question, claim, right

matter or thing whatsoever, in any other way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same, whether arising during progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Head of the Unit. It will be no objection to any such appointment that the arbitrator appointed is a Government Servant / Public Sector employees and that he had to deal with the matters to which this contract agreement relate and that in the course of his duties as such Government Servant / Public Sector employee he had expressed views on all or any of the matters in dispute of difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the head of the Unit as aforesaid at the time of such transfer,

Vacation action of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract, such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of the contract that no person other than a person appointed by such head of the unit aforesaid should act as arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all. The arbitrator shall give reasons for the award. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this contract. Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of the contract that the party invoking arbitration shall specify the disputes together with the amount or amounts claimed in respect of each such dispute.

It is also the term of the contract that if the Contractor(s) do/does not make any demand for arbitration in respect of any claim(s) in writing within 90 days receiving the intimation from the department that the bill is ready for payment, the claim of the Contractor(s) will be deemed to have been waived and absolutely barred and the Company shall be discharged and released of all liabilities under the contract in respect of those claims.

The entire cost of arbitration including fees to arbitrator, secretarial charges, cost of stamp paper and any other charges shall be shared equally between ITI and the Contractor.

53. Laws Governing the Contract

This contract shall be governed by The Indian Laws for the time being in force.

54. Water and Electricity

Water and electricity required for the work will be provided if available at ground level at free of cost. The contractor has to make his own arrangements for temporary wiring etc. at his cost.

54.1 The contractor shall make his own arrangement for water connections and laying pipelines from existing main source of supply. It should be clearly understand that the Engineer-in-Charge does not guarantee to maintain uninterrupted water supply and it will be incumbent on the Contractor to make alternative arrangement for water at his own cost in the event of any temporary breakdown in the I.T.I Factory water supply, so that progress of his work is not held up for want of water. No claim of damages or refund of water charges will be entertained on account of such breakdown.

54.2 Sales Tax and /or any other duty or tax including the additional duty or tax by the State Government or Central Government on the building construction (work contract) shall be and always borne by the Contractor.

54.3 Delhi Schedule of rates, analysis of rates, and latest CPWD specifications will also form the part of the contract.

55. Price Escalation

If the price of materials (not being materials supplied or services rendered fixed prices by the department) and /or wages or labour required for execution of the work increases, the contractor shall be compensated for such increase as per BPE and CPWD norms from time to time.

Clause 59 above will be applicable only for those works for which the stipulated period of completion is more than 18 months.

Provided that if the increase in price of materials and / or wages or labour aforesaid, in the opinion of the Engineer in charge is attributable to delay in the execution of the contract on account of the default on the part of the contractor the company shall not be liable to make good nor the contractor shall be entitled to claim the increase in price and/ or wages or labour aforesaid.

Provided further that in each case where the contractor claims payment under this clause, the Engineer in charge shall record his decision whether increase in price of materials, labour or wages is attributable to delay on account of the default on the part of the contractor during the period beyond the time as per the agreement or extended time as approved. The decision of the Engineer in charge shall be final and binding on the parties to the contract.

Provided further that the company shall be entitled to the benefit of reduction in price of materials.

Safety Code

(See Condition 16)

- 1) Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handhold's shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 horizontal and 1 vertical.
- 2) Scaffolding or staging more than 3.25 meters above the ground or floor, swung or suspend from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform or such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials such scaffolding or staging shall be so fastened to prevent it from swaying from the building or structure.
- 3) Working platform, gangways and stairways shall be so constructed that they do not sag unduly or unequally, and if height of platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and suitably fenced, as described in 2 above.
- 4) Every opening in floor of a building or in a working platform shall be provided with suitable mean to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1metre
- 5) Safe means of access shall be provide to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9metres in length, width between side rails in a rung ladder shall in no case be less than 30cm for ladders up to and including 3metres in length. For longer ladders this width shall be increased at least 6mm, for each additional 30cm of length. Uniform step spacing shall not exceed 30cm Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or convenience to any person, or the public. The contractor shall provide all necessary fencing and light to protect public from accidents and shall be bound to bear expenses of defenses of every suit , action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precaution and pay any damages and cost which may be awarded in any such suit , action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.

6) Excavation and Trenching

All trenches 1.5metres or more in depth shall at all times be supplied with at least one ladder for each 30meters in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1metre, above surface of the ground. Sides of a trench which is 1.5metres or more in depth shall be stepped to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. Excavated materials shall not be placed within 1.5metres of edge of trench of half of depth of trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.

7) Demolition

Before any demolition work is commenced and also during the process of the work:-

- a. All roads and open areas adjacent to the work site shall either be closed or suitably protected;

- b. No electric cable or apparatus which is liable to be source of danger over a cable or apparatus used by operator shall remain electrically charged;
 - c. All practical steps shall be taken to prevent danger to persons employed, from risk of fire or explosion, or flooding. No floor, roof, or other part of building shall be so overloaded with debris or materials as to render it unsafe.
- 8) All necessary personal safety equipment has considered adequate by the Engineer-in-Charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use, and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- a. Workers employed on mixing asphalt materials cement and lime mortars / concrete shall be provided with protective footwear and protective gloves.
 - b. Those engaged in handling any materials which is injurious to eyes shall be provided with protective goggles.
 - c. Those engaged in welding works shall be provided with welders protective eyes shields
 - d. Stonebreakers shall be provided with protective goggle and protective clothing and seated at sufficiently safe intervals.
 - e. When workers are employed in sewers and manholes, which are in use, the contractor's ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to public.
 - f. The Contractor shall not employ men and women below the age of 18 on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions shall be taken.
 - I. No paint containing lead or lead product shall be used except to the form of paste or readymade paint.
 - II. Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
 - III. Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- 9) When work is done near any place where there is risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of work.
- 10) Use of hoisting machines and tackle including their attachment, anchorage and supports shall confirm to the following.
- I. These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept in good repair and in good working order.
 - II. Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free in from patent defects.

- a. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffold, winch or give signals to operator.
 - b. In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block use in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
 - c. In case of departmental machine, safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's machines the contractor shall notify safe working load of each machine to the Engineer-in-Charge whenever he brings it to site of work and get it verified by the Engineer-in-Charge.
- 11) Motors gearing, transmission, electric wiring and other dangerous part of hoisting appliance shall be provided with efficient safeguards; hoisting appliance shall be provided with such means as will reduce to the minimum risk of accidental descend of load. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, working apparel such as gloves sleeves and boots, as may be necessary shall be provided. Workers shall not wear any rings watches and carry keys or other materials, which are good conductors of electricity.
 - 12) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
 - 13) These safety provisions shall be brought to the notice of all concerned by display on a notice board at prominent places at the work spot. Persons responsible for ensuring compliance with the safety code shall be named therein by the Contractor.
 - 14) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangement made by the contractor shall be opened to inspection by the Engineer-in-Charge or his representatives and the inspecting officers as defined in the Contractor's Labour Regulations.
 - 15) Notwithstanding the above conditions 1 to 14, the Contractor is not exempted from the operation of any other Act of Rule in force.

SPECIAL CONDITIONS

1) General

These special conditions shall be read in conjunction with the description of the item of work in Bill(s) of Quantities, the particular specifications, the C.P.W.D specifications for Delhi works the latest Indian Standard Specification Codes and the drawings. All the above quoted documents shall be considered supplementary to each other, however, in the case of conflict amongst the various provisions.

The following order of precedence shall be adopted: -

- a. In the case of conflict amongst the provisions of specifications:-
 - I. Provisions in the Particular Specifications
 - II. Provisions in the Special Conditions
 - III. Provisions in the C.P.W.D Specifications
 - IV. Provisions in the Indian Standard Specifications/Codes
 - b. In the case of conflict amongst the Bill(s) of Quantities, Specifications and the Drawing:
 - I. Provisions in the Bills of Quantities
 - II. Provisions in the Specifications
 - III. Provisions in the detailed drawings
 - IV. Provisions in the general Drawings
- 2) In case of conflict amongst the various drawings, decision of the Engineer -in-Charge shall be final and binding.
 - 3) If specification for any item of work are not covered by any of the document mentioned in para1-1 above, the same shall be decided and conveyed by the Engineer-in-Charge to the Contractor and shall be binding upon him/them.
 - 4) The tenderer is advised to inspect the site to ascertain the nature of site, access thereto, local facilities for procurement of materials and working labour rates prevalent in the area, in fact all matters affecting his prices and execution of the work. The tenderer shall be deemed to have full knowledge of the site and drawings whether or not he actually inspect them.
 - 5) The contractor shall mobilize and employ sufficient resources to achieve the Detailed schedule within the broad framework of the accepted methods of working and safety. The contractor shall provide everything necessary for the proper carrying out of the work, including tools, plant and other things.
 - 6) No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedules even though the time schedule is approved by the Engineer-in-Charge.
 - 7) The work shall be executed as per the programme drawn or approved by the Engineer- in-Charge and it shall be so arranged as to have full co-ordination with any other agency employed at site. No claim for idle labour shall be entertained nor shall any claim on account of delay in the completion of the building work be tenable except extension of time secured by the contractor as stated elsewhere.
 - 8) The Contractor shall permit free access and afford normal facilities and usual Convenience to other agencies or departmental workmen to carryout connected work or other services under separate arrangements. The contractor will not be allowed any extra payment on this account.

- 9) The contractor shall provide all equipments, instruments, labour and such other assistance required by the Engineer- in-Charge for measurement of the works, materials etc.
- 10) The contractor shall be obliged to carry out additional work to the tune of 10% of the contract value without any enhancement to agreed rates. Upto this limit there should be no adjustments in rates.

----- END OF SECTION –IV -----

SECTION –V**ANNEXURES**

Sl. No.	ANNEXURES	Descriptions
1	ANNEXURE – 1	Declaration of Tenderer
2	ANNEXURE - 2	Basic information of Bidder
3	ANNEXURE – 3	Details of work completed in last Three years
4	ANNEXURE – 4	Details of ongoing works
5	ANNEXURE – 5	Accepting terms and condition
6	ANNEXURE – 6	CHECK LIST

ANNEXURE-1

DECLARATION OF TENDERERS

FROM

TO
.....
.....

1. I/We.....have read the conditions of the tender and tender documents attached hereto and agree to abide by such conditions. I/We offered to do at the rates quoted in the attached schedule to complete the works on or before the dates mentioned in the schedule for completion of works.
2. I/We further agree to sign an agreement, bind to abide by the general conditions of the contract, and to carry out all works according to the specifications laid down in the tender papers. I/We hereby pay the earnest money of.....by demand draft. I/We bid myself/ourselves to the earnest money shall be retained by the company towards security deposit as specified in the conditions. I/We further bind myself /ourselves to execute the contract document and to commence the work with 15 days after issue of the work order in writing as aforesaid failing I/We agree to the company forfeiting the earnest money and security deposit deposited with them. The accepting authority shall also be at liberty to cancel the acceptance of the tender if I/We fails to deposit the security amount as specified or to execute an agreement or to start work as stipulated in the tender documents.
3. I/We hereby enclose a declaration of my/our experience of execution of works of similar nature and magnitude carried out by me/us in the prescribed proforma, and also the income tax and sales tax clearance certificates.
4. The offer shall remain open for acceptance by the Accepting Authority for a **period of 3 months** from the date of opening of the tender. **[90 days]**

Date:

Signature of tenderer
with the seal of the
firm

witness.....

(Name in block letters)

Power of attorney in case the tender is signed by the authorized nominee must be enclosed.

Address:

Occupation:

ANNEXURE- 2.**Basic Information**

Sl.no.	Particulars	Information
1	Name of the Organization	
2	Type of Organization whether proprietorship, partnership etc. (please enclose related documents)	
3	Name of the proprietor/partners/directors in the organization	
4	Copy of self - attested documents in respect of following details to be submitted by the firm : (a) Registration (Firm, company etc.) (b) Details of GST No. (c) Details of PAN No.	
5	Experience in the respective field of work (please enclose supporting documents) Years
6	Registered office address and telephone No.	
7	Kindly mention if your firm/agency/company is blacklisted/debarred by ITI Limited along with relevant details.	

SIGNATURE OF THE BIDDER
(WITH SEAL)

ANNEXURE- 3

DETAILS OF THE WORK COMPLETED DURING THE LAST 3 YEARS

S.no	Name of work	Scope of services	Value of construction	Date of start/Completion	Name & address of the client	Value of TDS incase of private work	Remarks

NOTE:

THE FOLLOWING DOCUMENTS ARE TO BE ENCLOSED FOR EACH OF THE ABOVE WORKS.

- a. Copy of award letter or completion certificate
- b. Other relevant documentary evidence, if any.

Signature of the bidder with Seal

ANNEXURE- 4

DETAILS OF ONGOING WORKS.

SL.no	Name of work	Scope of services	Value of construction	Date of start/Completion	Name & address of the client	Remarks

NOTE:

- (1) The following documents are to be enclosed for each of the above works.
- a. Copy of Award letter.
 - b. Other relevant documentary evidence if any.

Signature of the bidder with Seal

ANNEXURE- 5**ACCEPTANCE OF TERMS & CONDITIONS**

From: (To be submitted in ORIGINAL on the letterhead of the company by the authorized officer having power of attorney)

To,
MR (MM&CS) ITI LIMITED,
PALAKKAD PLANT,
KANJIKODE WEST,
KERALA - 678623

Sub: **Providing Painting works to the passage connecting SEA and phase-II Building.**

(Two Bid System)

This has reference to the above-referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in their entirety for the above work.

1. I/we are eligible to submit the bid for the subject tender and I/We have all the documents required.
2. I/We have viewed and read the terms and conditions of ITI Ltd. carefully.
 - a. Notice Inviting tender,
 - b. General conditions of contract with price bid sheet.
 - c. Instructions to bidder
 - d. Corrigendum, if any
 - e. Other documents, if any
3. I/We have submitted mandatory documents such as cost of bid documents, EMD of the requisite amount, and other documents as per Notice inviting Tender.

Yours faithfully

[Signature of the tenderer]
With rubber stamp

Dated.

ANNEXURE- 6**CHECK LIST FOR THE SUBMISSION OF TENDER:**

Whether the following documents are enclosed:

Sl.No	Description	Yes	No	Page No.
1	Documents in support of submission of cost of tender document			
2	Documents in support of submission of EMD & Cost of tender document			
3	GST registration certificate			
4	Work completion certificate during the last Three Years			
5	Basic information of Bidders			
6	Details of ongoing works			
7	All the pages of tender documents signed			
8	Acceptance of terms & conditions			
9	CHECKLIST			

Note: Bidder has to take notice of the above points and checkmark Yes / No. The checklist shall be placed in the technical bid.

----- END OF SECTION -V-

SECTION VI**PRICE BID****I T I Limited : Kanjikode (West) : Palakkad 678 623****Name of work: Providing Painting works to the passage connecting SEA and phase-II Building****SCHEDULE OF QUANTITIES**

Sl. No.	Description of Item	Unit	Qty	Rate(Rs.)	Amount(Rs.)
1	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering/ mechanical means and preparing the surface smooth including necessary repairs to scratches etc. complete	Sq.M	860.00		
2	Providing and applying one coat of water tinnable cement primer of approved brand and manufacture on wall surface	Sq.M	860.00		
3	Painting with synthetic enamel paint(Asian/Berger) of required colour to give an even shade :One or more coats on old work	Sq.M	250.00		
4	Distempering with 1st quality acrylic distemper (ready mixed) having VOC content less than 50 gms/litre, of(Asian/Berger) of required colour to give an even shade complete on wall surface:Two or more coats on new work	Sq.M	860.00		
5	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge With cement mortar 1:4 (1 cement : 4 fine sand)	Sq.M	25.00		
Total Amount (inclusive 18% GST) Rs.					

(Rupees.....)

GST No:

Place:

Date:

Signature of Contractor

Name and Address

