



**CO-OPERATIVE ACADEMY OF PROFESSIONAL EDUCATION (KERALA)**

**TENDER DOCUMENTS  
FOR**

**Providing architectural drawing, preparation of renovation plan with all modern amenities suitable for a bank office, structural design, preparation of bill of quantities and estimate, obtaining sanctions from the local body if so, required etc. for the renovation of the erstwhile Ernakulam District Cooperative Bank building at Valanjambalam, Ernakulam**

**Tender no. 01/CAPE/KBEK/21-22 dated 18.08.2021**

**Co-operative Academy of Professional Education (CAPE)  
(A Govt. of Kerala Undertaking)**

College of Engineering Muttathara Campus,  
Vallakkadavu P. O., Thiruvananthapuram, Pin-695008  
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**The Director**  
**Co-operative Academy of Professional Education (CAPE)**  
College of Engineering Muttathara Campus,  
Vallakkadavu P. O., Thiruvananthapuram, Pin-695008  
E-mail: enggcape@gmail.com  
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**NOTICE INVITING TENDER (TWO COVER SYSTEM)**

Tender No: 01/CAPE/KBEK/21-22 dated 18.08.2021

**Tender documents for:** Providing architectural drawing, preparation of renovation plan with all modern amenities suitable for a bank office, structural design, preparation of bill of quantities and estimate, obtaining sanctions from the local body if so, required etc. for the renovation of the erstwhile Ernakulam District Cooperative Bank building at Valanjambalam, Ernakulam

**GENERAL INFORMATION**

Erstwhile Ernakulam District Cooperative Bank building at Valanjambalam, Ernakulam, was in disuse for some years due seepage from roof and other difficulties. **Kerala Bank has entrusted the Co-operative Academy of Professional Education (CAPE), Thiruvananthapuram as its advisor for getting the said building renovated. The structural stability of the building has already been ascertained and is found to be rectified after applying appropriate corrective measures, for which necessary expert opinion and estimate have been obtained. It is now proposed to discover the steps for renovation of the building to suit to function as the district centre of Kerala Bank including providing modern amenities and appearance.**

The Director, **Co-operative Academy of Professional Education (CAPE)** invites bids for the consultancy work for "Providing architectural drawing, preparation of renovation plan with all modern amenities suitable for a bank office, structural design, preparation of bill of quantities and estimate, obtaining sanctions from the local body if so, required etc. for the renovation of the erstwhile Ernakulam District Cooperative Bank building at Valanjambalam, Ernakulam" as per the specifications/conditions available in the tender documents. Tender document consisting of technical specification, commercial terms and conditions with other details can be obtained from the office of the undersigned. (Fees required for any kind of permits from local body or other Govt. agencies will be borne by the undersigned).

Qualification Criteria	<ol style="list-style-type: none"><li>1. The bidder shall be a Company/Organization/Institution/partnership holding architecture, structural wing or an individual structural designer cum architect registered with Council of Architecture.</li><li>2. The bidder shall have experience in execution of 2 no. architecture &amp; structural design of similar industrial/commercial/residential buildings of work value at least Rs. One crore in any one of the previous five financial years. (Proof to be submitted)</li></ol>
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	<p>3. Annual turnover of the contracting firm shall be at least Rs.5,00,000/- (Rs. Five Lakh only) in any one of the previous five financial years ending 31/03/2021. (Proof to be submitted)</p> <p>4. The contracting firm shall be solvent to the tune of Rs. 7,50,000/- (Seven Lakh Fifty Thousand Only), certificate of the same from any Indian branch of Nationalized / Scheduled Bank dated not prior to 12 months from tender submission date to be furnished. Copy of solvency shall be attested by practicing CA/CMA/Gazetted officer/Notary.</p>
Mode of tender	Two Cover System (i.e., Part I – Technical Cover & Part II – Financial Cover) submitted in separate covers, to the office of the undersigned through registered post or courier.
Cost of tender document	Rs 2000/- + Rs. 240/- GST, payment can be made directly to the office of the undersigned. <b>Can be submitted as DD drawn in favour of the undersigned along with the tender.</b>
Last date of submitting tender	03.09.2021, 5.00 pm (Tender should be submitted directly)
Technical Bid Opening date & Time	04.09.2021, 11.00 am (Price bid will be opened only after the evaluation of technical bid)
Earnest Money Deposit (EMD)	Rs. 15000/- (Rupees Fifteen Thousand only) payment can be made In the form of DD drawn in favour of the undersigned) Government institutions/State Public Sector Undertakings are exempted from furnishing earnest money for tender.
Time of completion	40 days from the date of work order.

Co-operative Academy of Professional Education (CAPE), College of  
Engineering Muttathara Campus, Vallakadavu P. O.,  
Thiruvananthapuram, Pin-695008

### **TENDER DOCUMENT**

Tender No: 01/CAPE/KBEK/21-22 dated 18.08.2021

Dear Sir(s)

**Sub:** Providing architectural drawing, preparation of renovation plan with all modern amenities suitable for a bank office, structural design, preparation of bill of quantities and estimate, obtaining sanctions from the local body if so, required etc. for the renovation of the erstwhile Ernakulam District Cooperative Bank building at Valanjambalam, Ernakulum

#### **1) CONTRACT OBJECTIVES.**

Co-operative Academy of Professional Education (CAPE), College of Engineering Muttathara Campus, Vallakadavu P. O., Thiruvananthapuram, Pin-695008 invites tender through offline mode from experienced Architecture and Structural design consultant for rendering consultancy service for the renovation of the erstwhile Ernakulam District Cooperative Bank building at Valanjambalam, Ernakulum with all modern amenities to use it as the District level office of Kerala Bank. The floor area of the existing building is approximately 15,000 sq. ft in ground plus two floors, which is to be renovated for making use. Some of the components like separation walls, projections, sunshades, toilet walls etc. could be demolished for the renovation. The main idea is to renovate and make use of the old building for the banking activities and so, it is proposed to have the updated requirements like solar power, rainwater usefulness, fire fighting equipment, lift etc.

#### **2) SCOPE OF CONSULTANT**

- 2.1 Carrying out necessary on-site studies after ascertaining requirements of the Corporate Business Office of Kerala Bank at Kochi, submit design basis reports in respect of volumetric study, structural systems, alterations in the existing building etc. Suggest the technologies which can be used for effective functioning of all services. Preparation of architectural & structural design drawing in 3D perspectives, Interior & Exterior views, submitting draft, soft presentation to Kerala Bank, incorporating comments from Kerala Bank. As the proposal for structural improvements to the building has already been studied and proposals available, structural improvement proposal in respect of the existing building need not be done.
- 2.2 Preparation of design, quantity and cost estimate (including modifications / partial demolition of existing building) on the basis of latest CPWD Schedule of rate (in the absence of which, market rate may be adopted), Tender drawings, Bill of Quantity, technical specification, Bill of materials including MEP (Mechanical, Electrical, plumbing), heating ventilation-Air conditioning (HVAC), communication & surveillance system, Furniture, sanitary, drainage, water supply, sewerage, waste disposal system, fire detection, fire protection and security systems. Architecture design shall be analyzed for various

sustainable considerations, including, day-light, solar heat-gain etc. Project packages for civil, structural, mechanical, electrical, instrumentation shall be segregated for the ease of tender. Comments if any from Kerala Bank shall also be incorporated.

- 2.3 Preparation of construction drawings, Civil, MEP (Mechanical, Electrical and plumbing) services, heating ventilation-Air conditioning (HVAC), communication & surveillance system, Kitchen equipment(s) & Furniture, sanitary, drainage, water supply, sewerage, waste disposal system, fire detection, surveillance system, fire protection and security systems. Any revision in drawing at any stage of work arising out of site constraints met with the consultant. Preparation of drawings & documents for all the statutory approvals ensuring compliance with codes, standards and legislation, as applicable. Design calculations shall be submitted in 2 hard copies plus one soft copy in pdf format. And execution drawings shall be submitted in 3 hard copies (A1 size paper) plus a soft copy in dwg format.
- 2.4 During the execution stage, the consultant shall visit the site at intervals on mutually agreed upon schedule, to inspect and evaluate the construction works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and render advice on actions to ensure items of work complying as per design to the quality of material and workmanship, for at least 15 different stages of work.

### **3) INSTRUCTION TO TENDERERS**

- 3.1 The Tenderer is advised to study the tender strictly on the terms and conditions and specifications contained in the tender documents including amendments, if any issued by the employer prior to submission of tender.
- 3.2 The Tenderer is advised to check his/ their eligibility to participate in the tender before submission of tender. Pre-qualification criteria are given under clause no 10 (part-01, Technical Bid). Tenders of those parties not meeting the eligibility criteria will be rejected.
- 3.3 Late tenders, conditional tenders and tenders without EMD are liable to be rejected. The undersigned reserves the right to reject any or all tenders or to accept any tender party or wholly without assigning any reason. The undersigned does not bind itself to accept the lowest or any tender or give any reasons for not doing so.
- 3.4 You are requested to quote lumpsum fee on scope of works assigned in figures in the BOQ. GST applicable will be paid extra and to be shown separately in the offer. Payment to consultant shall be effected in stages and upon achievement of milestones detailed under clause no.8, '**TERMS OF PAYMENT**'.
- 3.5 Contract price shall be lumpsum fee on scope of works assigned, the lumpsum quote shall remain firm and not subject to any escalation and / or variations on any account till the completion of the entire work in all respects. The lumpsum quoted shall be exclusive of the GST which shall be paid extra by the undersigned.

- 3.6 The undersigned shall not be responsible for any technical snag made by the tenderer during e-tender submission. Any corrigendum to this tender will be available in the official portal of CAPE (<https://www.capecerala.org/>) only.
- 3.7 The undersigned reserves the right to place order at the sole discretion of CAPE and have the right to cancel the tender without any reason.
- 3.8 The tender shall be submitted off line (by registered post or by courier) to the office of the undersigned before 03.09.2021, 5.00 pm.

#### **4) FIRM PERIOD**

The tenderer shall keep his offer open for acceptance by the employer for a period of **4 months** from the date of opening of the tender (Price Bid). The tenderer has no liberty to withdraw or modify his tender, or any terms and conditions thereof before expiry of the above period. Any withdrawal or modification made within the said period constitutes breach of contract and the tenderer shall be liable to pay for damages, if any sustained by the employer in consequence thereof. In addition to the above CAPE will have every right to forfeit the EMD.

#### **5) EARNEST MONEY DEPOSIT**

EMD is applicable for this work. It shall be **Rs. 15000/-** (Rupees Fifteen Thousand Only). EMD shall be in the form of DD drawn in favour of the undersigned. It will not carry any interest. EMD of the unsuccessful tenderers shall be returned within 30 days of award of contract. The EMD of the successful tenderer shall be returned after submission of Security deposit (Value equivalent of 5% of total contract price). Government institutions/State Public Sector Undertakings are exempted from furnishing earnest money for tender.

The earnest money will be forfeited by the Employer and will not be refunded to the tenderer upon the occurrence of the following.

1. The tenderer withdraws his tender during the four months tender period specified herein.
2. The successful tenderer fails to communicate to the undersigned the acceptance of Letter of Intent (LoI) within seven days after the day of its receipt.
3. The successful tenderer fails to enter into a legally binding contract within the period stipulated in the Letter of Intent (LoI)

#### **6) SECURITY DEPOSIT FOR ACCEPTED TENDER:**

The consultant shall within 15 days of receipt of work order, submit necessary **Security Deposit** of the value equivalent to 5% of the total contract price by **Demand Draft** or as **Treasury Savings Bank** in the prescribed proforma with validity up to completion of the work (Bank guarantee is acceptable only when security deposit is Rupees five Lakh or above). In general, the consultant shall remit an initial security deposit and execute an agreement in stamp paper of amount specified to the undersigned in the prescribed Pro forma within 15 days of receipt of the work order. The security deposit shall be an amount representing 5% of the total contract price, which shall be released after completion of work. The security deposit shall be accepted in the form of DD issued by Nationalized Bank/Scheduled Bank in

favour of the undersigned, payable at Thiruvananthapuram. If they fail to sign agreement within the initial 15 days, a further 10 days time will be allowed at the request of the bidder, for which the successful bidder has to remit a fine equal to 1% of the PAC subjected to minimum Rs.1,000/- (Rupees Thousand Only) and maximum of Rs.25,000/- (Rupees Twenty-Five Thousand Only).

Any failure to execute agreement with in the aforesaid period will result in the rejection of work order and forfeiture of EMD and the consultant shall be liable to pay the entire loss that may be caused to the employer as the retender or re-arrangement of the work.

## **7) TIME OF COMPLETION:**

- 7.1 The time schedule for the completion of various activities covering Architecture & design Consultant's scope of services shall be for a period of 40 days from the date of acceptance of Lol / Work order.

<b>Description</b>	<b>Time schedule</b>
Completion of activities detailed under Clause no 2.1 of scope of work.	Within 15 days of award of work order
Modification in drawing incorporating comments if any by the employer and Kerala Bank.	05 days
Completion of activities detailed under Clause no 2.2 & 2.3 of scope of work.	25 days

- 7.2 Site visit during work execution is exempted from the above period, since work execution involves other collaborator/s, material suppliers, execution contractors and other agencies. Execution period is anticipated to 12 months.
- 7.3 If, however, the completion of assigned work is delayed due to any default in the timely fulfilment of the obligation on the part of the Architecture & structural Consultant, shall render services at no extra cost for the completion of the work beyond the aforesaid time period.
- 7.4 In case the completion of project is delayed due to reasons not attributable to Architecture & structural Consultant, the Engineering Consultant shall continue to render services for completion of projects at mutually agreed terms and conditions. CAPE will apply it's procedures for finalizing the construction contract and also reserves the right to execute or not the Project. In such case completed milestone related payments will be settled.

## **8) TERMS OF PAYMENT.**

Payment shall be made in stages and upon achievement of milestones detailed under clause II of Scope of Consultant.



Clause	Stage	Fee payable
8.1	Stage 1	25 % of the total fees plus taxes shall be paid on completion scope of item described under clause no 2.1
8.2	Stage 2	25 % of the total fees plus taxes shall be paid on completion scope of item described under clause no 2.2
8.3	Stage 3	40% of the total fees plus taxes shall be paid on completion of scope of item describe under clause no 2.3
8.4	Stage 4	10% of the total fees plus taxes shall be paid shall be paid on completion of scope of item described under clause no 2.4 on mutually agreed billing schedule.

Your bill shall contain serial number, name, address and registration no. of the service provider, name and address of the service receiver, description, classification. GST will be shown extra. All statutory deductions like income tax will be deducted from the bills.

#### **9) TECHNICAL CLARIFICATION AND SITE VISIT**

The consultant shall visit the site and provide necessary supervision as and when required to clarify the interpretation of drawings & specification and to ensure items of work complying design at the time of execution. Consultant shall offer their report of each and every execution site visit to CAPE immediately on completion of the visit (Say in one or two days)

#### **10) SUBMISSION OF TENDERS.**

You are requested to submit the tender documents in two separate covers (parts) as detailed below, before **03.09.2021, 5.00 pm.**

#### **Part. 1 (Technical Bid) the Technical Bid submitted by the bidder should duly consider the prequalification criteria, shall contain,**

- i. Tender documents (except price bid) with your signature on every page.
- ii. Scanned copy of registration certificate of Architect registered under council of Architects and proof showing architecture & structural expertise of the firm. Original should be produced if demanded.
- iii. Scanned copy of the preliminary agreement in stamp paper worth Rs.200/-
- iv. Scanned copy of the tender form duly filled and signed.
- v. Copy of Experience certificate/proof showing consultancy rendered for architecture and structural design of similar Industrial/Commercial/Residential buildings of work value not less than Rs. One crore in any one of the previous five financial years.
- vi. Annual turnover of the contracting firm shall be at least Rs.15,00,000 (Rs. Fifteen Lakh only) in any one of the previous five financial years ending 31/03/2021. The contractor has to produce proof in the attached Performa (Annex. 6).
- vii. The contracting firm shall be solvent to the tune of Rs. 7,50,000 (Rupees Seven Lakh Fifty Thousand Only). The tenderer should produce a solvency certificate, as per the attached format (Annex. 7), from any Indian branch of Nationalized / Scheduled Bank dated not prior to 12 months from tender submission date. Copy of solvency shall be attested by practicing CA/CMA/Gazetted officer/Notary and which needs to be uploaded with the tender.

**Part 2 (Price Bid) shall contain the original price bid BoQ. The lumpsum fee quoted shall be exclusive of GST which shall be paid extra by CAPE.**

**10.01. The price bid in part 2 will be opened at the office of the undersigned after intimating the qualified bidders only after the evaluation of the documents submitted in part 1 and also, if needed, after inspecting the work actually executed by the tenderer. The price bid of only the qualified tenderers will be opened.**

10.02 Even though the tenderer may satisfy the above requirements, he would still be liable to disqualification if he has:

- Made misleading or false representation or deliberately suppressed information in the forms, statements and enclosures required in the prequalification documents.
- Record of poor performance such as abandoning work, not properly completing the contract or financial failures / weaknesses etc.
- Does not possess infrastructure or resources as may be required for the satisfactory completion of the work tendered.
- Indulges in any sort of canvassing / influencing.

#### **11) AWARD OF THE WORK**

In case of award of the work, the successful tenderer shall be in a position to commence the work within **10 days from the date of the Work Order/LOI** or such other time stipulated by the employer to commence the work. Any delay will entitle the employer to entrust the work to some other agency/person(s) at the risk and cost of the successful tenderer. The work should be completed in all respects within 40 days from date of acceptance of LOI/Work order whichever is earlier. Execution part would be separate.

#### **12) AFTER AWARD OF THE CONTRACT**

After award of the contract, should it appear to the undersigned that:

1. The successful tenderer is not executing the order in accordance with the contract.
2. The successful tenderer is not adhering to the phased program as agreed to or that successful tenderer is not proceeding fast enough to ensure the completion of the work by the time stipulated in the order or that such time has already expired.
3. The successful tenderer has refused to carry out the reasonable instruction of the authorized representatives of the undersigned.
4. The successful tenderer has committed any other breach of the contract. The undersigned may at the expense of the successful tenderer and without prejudice to any other right of the undersigned.
  - a. Perform itself such portion of the work as the successful tenderer has failed to execute.
  - b. Take over wholly or in part of the successful tenderer's hands and recontract to any other person(s) or
  - c. Cancel the order.

### **13) LOSS TO THE SUCCESSFUL TENDERER**

The undersigned shall not be liable for any loss to the successful tenderer as a result of such action of CAPE. The successful tenderer shall indemnify CAPE against all losses/damages suffered by CAPE and all liabilities imposed on the CAPE as a result of default of the successful tenderer. The decision of CAPE in this regard shall be final and binding on the successful tenderer.

### **14. TAXES, DUTIES, LEVIES etc.**

Statutory levies **except GST** applicable on this work shall be to the successful tenderer's account and the employer shall be in no way liable for any such items. However, **GST will be paid extra at the prevailing rates.** Your Tax invoice shall contain Name, address, date and GSTIN of the service provider/Supplier. Name and address of receipt of service, state code, GSTIN of service receipt, Place of supply (state), description of service, taxable value, GST payable etc (CGST and SGST/GST should be shown separately). If applicable taxes, levies etc are not shown separately it is presumed that the party submitting the tender is not subject to tax other than GST and no further claim in this regard will be entertained. Lumpsum fee quoted shall be basic amount only. GST extra will be applicable at actuals and any other form of taxes/duties/levies to be borne by consultant in the basic amount and no claim will be entertained. All statutory deductions like income tax will be deducted from the bills and for which, certificate will be issued as applicable. GST amount to be entered invariable in the price format uploaded in the tender else offer may be subjected to get rejected.

### **15. LIQUIDATED DAMAGES.**

If the Consultant fails to maintain the progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of Contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as compensation, Liquidated damages @ 1 (one) percent of the contract price per week of delay or part thereof. The aggregate of such compensation / compensations shall not exceed 10 (ten) percent of the contract value. The amount of compensation may be adjusted or set off against any sum payable to the consultant under this or any other contract with the Employer.

- 16.** The successful tenderer shall comply in all respects with the provisions of any statute, ordinance, law, rules, regulations or byelaw of any local or other duly constituted authorities, etc., which may be applicable to the work.
- 17.** The successful tenderer shall pay all taxes, duties, levies, royalties, rent and other payment or compensation if any, in connection with the works.
- 18.** The successful tenderer shall be responsible for the good conduct, competence, proper and prompt performance of the laborers employed by him.
- 19.** In respect of all labour directly or indirectly employed on the works, the successful tenderer shall comply with all rules and regulations of Government or other local authorities.
- 20.** The schedule of work is given in Annexure, notwithstanding anything contained in the schedule; the successful tenderer shall undertake any other item of work not specifically mentioned but is required to complete the work in all respects. In such cases the rates applicable shall be those derived from the accepted rates. If it is not possible to derive rates from the accepted rates, the rates shall be fixed by CAPE for such items. The decision of the employer in such cases shall be final and binding on the successful tenderer.

## **21. DISPUTES.**

All questions, disputes or differences arising under, out of or in connection with this tender shall be decided by the Director of CAPE and his decision shall be final and binding.

## **22. JURISDICTION.**

Any suit or legal proceedings against CAPE in connection with this tender/contract shall be fixed or substituted only in a court having jurisdiction in Thiruvananthapuram District, Kerala.

- 23.** The safety regulations prescribed by the employer will be applicable for the work. This shall be strictly followed without fail.
- 24.** The tenderer is advised to visit the site during any working day (10 AM to 3 PM) with prior permission for proper assessment of the site before submission of tender.
- 25.** General conditions of the contract is attached. As a consultant, you shall observe relevant clauses as applicable to the contract.

Thanking you,

**Yours faithfully**

S/d-

**DIRECTOR**

**CO-OPERATIVE ACADEMY OF**

**PROFESSIONAL EDUCATION (KERALA)**

## **Encl.**

- Annexure - I Form of Tender
- Annexure - II General Conditions of Contract
- Annexure - III Safety regulations.
- Annexure - IV Ethics Pact.
- Annexure - V Kerala construction workers welfare fund.
- Annexure - VI Preliminary agreement
- Annexure - VII Proforma solvency certificate
- Annexure - VIII Proforma for Certificate from Chartered Accountant.
- Annexure - IX Proforma of Testimonial towards work completion
- Schedule of work.

## TENDER FORM

From

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To

**The Director**

Co-operative Academy of Professional Education  
College of Engineering Muttathara Campus,  
Vallakkadavu P. O., Thiruvananthapuram 695008

Sir,

**Sub:** Providing architectural drawing, preparation of renovation plan with all modern amenities suitable for a bank office, structural design, preparation of bill of quantities and estimate, obtaining sanctions from the local body if so, required etc. for the renovation of the erstwhile Ernakulam District Cooperative Bank building at Valanjambalam, Ernakulum

**Ref:** Tender No. 01/CAPE/KBEK/21-22 dated 18.08.2021.

1. I have carefully studied the terms and conditions of the above-mentioned tender and also studied the details of work to be undertaken and obtained all clarifications and information regarding the nature and scope of work. After taking into consideration all the above aspects, I hereby submit my lumpsum fee for completing the work in all respects within the time specified in the Tender conditions.
2. I hereby agree with CAPE that I shall complete the work within **40 days** from the date of acceptance of Lol/work order whichever is earlier and complete the entire work according to the terms and conditions of the tender, except site visit during work execution as work execution involves other collaborator/s, material suppliers, execution contractors and other agencies.
3. I hereby confirm that I have also studied the site conditions and the conditions prevailing at work site.
4. The lumpsum fee quoted against scope of work shall remain firm, fixed and not subject to any escalation and/or variations on any account with completion of the entire work in all respects.
5. I also hereby confirm that the work shall be done in a phased manner with CAPE's other contractors, if any.
6. If the work is awarded to me, I also undertake to remit the Security Deposit, execute the agreement and commence the work as directed by you.

7. I also undertake and abide by the instructions of CAPE in carrying out the work envisaged under the above tender.

Yours faithfully,

Signature and name of the :  
tenderer

Postal Address :

Telephone Number

1) Land Line :

2) Mobile :

Email id :

Income Tax PAN Number :

GSTIN :

## GENERAL CONDITIONS OF CONTRACT

### Article – 1 Definitions

In the Contract as defined the following works and expressions shall have the meanings hereby assigned to them, except where the contract otherwise requires:

#### 1.1 EMPLOYER

Shall mean Co-operative Academy of Professional Education (CAPE), College of Engineering Muttathara Campus, Vallakadavu P. O., Thiruvananthapuram, Pin-695008, promoted by the Co-operation Department of the Government of Kerala and is an autonomous society under Government of Kerala registered under the Travancore-Cochin Literary, Scientific and Charitable Societies Act, 1955 on the basis of the Memorandum of Association and the Rules as approved by the Government of Kerala and shall include its lawful assigns and successors.

#### 1.2 PROJECT

Project shall mean “the work specified in the tender document”.

#### 1.3 TENDERER:

It shall mean the person/firm/company/ corporation who participates in the tender and duly submitted the same to the employer.

#### 1.4 TENDER DOCUMENTS:

It means comprehensive set of documents uploaded/supplied by the undersigned to the tenderer comprising of the invitation to the tender instructions to the tenderers general conditions of the contract, special instruction to the tenderers, scope of work and technical information, information and instructions issued by CAPE from time to time and other documents, drawings, applicable orders and standards.

#### 1.5 CONTRACTOR:

The term Contractor shall mean the person or persons, firm or company whose tender has been accepted by CAPE and with whom CAPE has entered into an agreement for execution of the work and shall include their executors, successors, administrators and permitted assigns.

#### 1.6 CONTRACT:

Contract means the agreement between CAPE and the contractor for the execution of the work and shall include all the documents such as invitation to tender, the Instructions to tenderers, special instructions to the tenderers, tender conditions, scope of the work and technical information's, general condition of contract, special condition of contract in the fire and safety regulations of the employer, drawing, schedules etc.

#### 1.7 CONTRACT PRICE:

Contract price means lump sum amount specified in the contract as the fee payable by CAPE for the work done by the contractor including amounts payable by CAPE for the work done by the contractor including amounts payable for agreed variation if any.

## 1.8 WORKS:

Works means the works to be executed in accordance with the contract and includes all services and activities to be performed by the contractor under the contract.

## 1.9 SPECIFICATION:

Specification shall mean schedules, detailed design, and statement of technical data, performance characteristics and all such particulars mentioned as such in the contract.

## 1.10 SITE:

Site means the land and other places on, under, in or through which the works are to be executed or carried out on any other land and places provided by the employer for the purpose of the contract along with other places as may be specifically designed in the contract as forming part of the site.

## 2 INTERPRETATIONS:

Words imparting persons or parties shall include firms and corporations.

### 2.1 SINGULAR AND PLURAL

Words imparting the singular shall also include the plural and vice-versa.

### 2.2 HEADINGS

Headings and sub-headings in these general conditions of contract are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or to be taken into consideration in the interpretation thereof or of the contract

### 2.3 MONTH

Month means the calendar month of Gregorian calendar.

### 2.4 DAY

Day means calendar day.

## 3.0 AWARD OF THE CONTRACT

3.1 Intimation of intention to award the contract will be made in writing to the successful tenderer by the employer/consultant initially in the form of letter/email/fax of intent which will be formalized by a work order and an agreement to be signed by the successful tenderer and CAPE.

3.2 The employer/consultant after issues of the letter of intent shall send to the contractor a proforma of the agreement for executing the same in stamp paper.

3.3 The agreement shall be signed within the period specified in the Letter of Intent

## 4: Extent and scope of contract

The contract comprises the construction, completion and maintenance of the works and the provisions of all labour, materials, construction plant, temporary works and everything whether of a permanent nature required in and for such construction, completion and maintenance. The contractor shall carry out and complete the works in every respect in accordance with the contract and in accordance with the directions of the employer /consultant may in their absolute discretion from time-to-time issue further drawings and/or written instruction, details, directions and explanations which here in after collectively referred to as "Employer's Instructions" in regard to:



- a) The variation or modifications of the design quality or quantity or works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the Tender schedule and /or drawings or specifications.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other materials there from.
- d) The removal and/or re-execution of any work executed by the contractor.
- e) The entry or admission to the works of any person employed by the contractor in the works or otherwise.
- f) The opening up for inspection of any work covered up.

The contractor shall forthwith comply with the instructions and duly execute any work comprised in such Instructions provided always that verbal directions and explanations given to the contractor or his authorized representative shall if involving a variation be confirmed in writing by the contractor within seven days and if not dissented from in writing within a further period of seven days by the employer/consultant it shall be deemed to be employer's instructions within the scope of the contract.

#### **5. CONTRACTOR'S UNDERSTANDING**

The contractor understands and agrees that by submitting the tender he is deemed to have visited the site and carefully examined the nature and location of work, the nature and quality of the materials to be encountered and of equipment(s) and facilities needed preliminary and during the execution of works the general and local conditions, the labour conditions prevailing and that the rates quoted by him in the tender will be adequate to complete the work according to the contract conditions and that he has taken into account all conditions and difficulties that may be encountered during the execution of the work.

#### **6. GENERAL OBLIGATIONS**

- a) The contractor shall subject to the provisions of the contract execute the works following the good engineering practice with due care and diligence within the time for completion and provide all workforce including the supervision thereof.
- b) The contractor shall deploy appropriately qualified and experienced person according to the requirement of work, enforce strict discipline and order among its employees and observes safety and security instructions of the employer while operating at the construction site.
- c) The contractor shall also comply with all applicable laws in the execution and performance of the work under the contract.
- d) The contract shall keep a competent and fully authorized representative available to employer and to supervise the work under the contract. Such representative shall be authorized to represent the contractor all directions given to or received from the representative shall have same effect as if given by or received from the contract. The contractor shall certify the employer of the person appointed as the authorized representative and shall not change such appointment without the previous consent or requirement of the employer.

## **7. OCCUPATION AND USE OF LAND:**

No land belonging to or in the possession of the employer shall be occupied by the contractor without the permission of the employer. The contractor shall not use or allowed to be used the site for any purpose other than that of executing the works.

## **8. DOCUMENTS MUTUALLY EXPLANATORY.**

The several documents forming the contract are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies same can be explained and adjusted by the employer/consultant who shall there up on issue to the contractor instructions directing in what manner the work is to be carried out.

## **9. GIVING NOTICE AND PAYMENT OF FEES:**

The contractor shall give all notice and pay all fees required to be given or paid under any central or state statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of the works or of any temporary works and by the rules and regulations of all public bodies whose property or rights is affected in any way by the works or the temporary works.

The contractor shall conform in all respects with provisions of any such statute, ordinance or law as aforesaid and the rules, regulations or bye-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and such rules and regulations of public bodies as aforesaid and shall keep the employer indemnified against all penalties and liability of every kind for breach of any such statute, ordinance, law, rules, regulation or by-law should the compliance with any such statute, ordinance law or the rules regulations or bye-laws of any local or other duly constituted authority require any change or any modification of any contract drawings or specification issued to contractor, then the contractor shall inform the employer's representative/consultant sufficiently in advance, and carryout the work only in accordance with the instructions of the employer, its representative or consultant.

## **10. PASSAGE OF RISK**

- (I) Without prejudice to the other provisions of this Agreement and without in any limiting the contractor's obligation and responsibilities there under, the contractor shall insure against any damages, loss or injury which may occur to any property including the purchaser's building, plant and equipment and other materials supplied or entrusted to the contractor or any person including any employee of the employer of the execution of the work under this agreement.
- (II) Deleted.
- (III) If any contract work, supplies and services perish or become in serviceable from any cause whatsoever, the contractor shall on demand by the employer make replacement or reasonable terms and in such a way as to avoid distribution in the general progress on the contract work. The employer undertaking to write out the necessary orders giving full particulars of all items to be replaced in every case in which he is obliged to do so. This shall apply irrespective of the question whether or not the risk is passed to the employer of who shall be responsible for the unserviceable ness as aforesaid.

## **11. FACILITIES FOR OTHER CONTRACTORS.**

The contractors shall in accordance with the requirements of the employer afford all reasonable facilities for any other contractors employed by the employer or sub-contractors engaged by the contractor and their workmen and for the workmen of the employer and of any other properly, authorized authorities or statutory bodies who may be employed in the execution on or near the site of any work under the contract not included in the contract or of any contract which the employer may enter into in connection with or ancillary to the works, supply of plant, material and labour.

## **12. CLEARANCE OF SITE ON COMPLETION**

On the completion of the works all constructional plants/debris, materials/rubbish and temporary structures of any kind used for the purpose of or connected with its construction including quarters if any for contractor's laborers' and staff are to be removed by the contractor and all pits and excavations filled up and the site handed over in a tidy and workman like conditions and no final payment in settlement of the account for the works shall be held to be due or shall be made to the contractor till such site clearance shall have been effected by the contractor, and such clearance may be made by employer at the expenses of the contractor.

In the event of the contractor failing to comply with this provision within 7 days after receiving notice in writing from the employer's representative to the effect, such clearance may be made by the employer's representative at the expense of the contractor. If it becomes necessary for the employer to have the site cleared as indicated above at the expense of the contractor, the employer shall under no circumstances be held liable for any loss or damage to such contractor's prosperity as may be on site due to removal there from, which removal may be effected by means of public sale of such materials and property or in such a way as seems fit and most convenient to the employer, its representative or consultant.

## **13. DRAWINGS**

The contractor shall submit to the employer/consultant for approval all necessary drawings, which include the following.

- a) A general arrangement and erection drawings
- b) to i) Deleted.
- j) Project control network diagram

Within the specified time in the contract after receiving such drawings, samples patterns and models the Employer/consultant shall signify its approval or otherwise and if no time is specified and if the Employer/consultant fails to intimate its approval or otherwise they shall be deemed to be approved. The contractor shall supply additional copies of approved drawings in accordance with the details set out in the contract.

If the employer/consultant shall not approve the drawings, samples, patterns or models so provided the same shall be forthwith modified to meet the reasonable requirement of the employer/consultant and shall be resubmitted. Approved drawings shall be signed or otherwise identified, by the employer/consultant.

#### **14. MISTAKES IN INFORMATION**

The contractor shall be responsible for any discrepancies, error or omissions in the drawings and in the information supplied by the contractor irrespective of the fact that they have been approved by the employer/consultant provided such discrepancies, error or omissions are not due to inaccurate information furnished to the contractor in writing by the employer /consultant.

#### **15. ERRORS BY CONTRACTOR**

The contractor shall at its own expense/cost carry out any alterations or remedial works necessitated by reason of discrepancies, error or omission for which he is responsible and modify the drawings and information accordingly.

#### **16. RESPONSIBILITY FOR PERFORMANCE OF CONTRACT**

The contract shall be fully responsible for the due performance of the contract in all respects according to the intent and meaning of the drawing specifications and other documents. Any approval which the employer /consultant may have given in respect of the stores, materials or other particulars and the work or the workmanship involved in the contract (whether with or without test carried out by the contractor or the company) shall not bind the employer and notwithstanding any such approval or acceptance it shall be lawful for the employer/ consultant to reject the material on arrival at site if it is found that the material supplied and/or erection work carried out by the contractor is not in conformity with the terms and condition of the contract in all respects.

#### **17. PROGRAMME, PROGRESS REPORT AND PHOTOGRAPHS**

- 17.1 The contractor shall within 15 days of receipt of letter of intent (LoI), prepare and submit to the employer /consultant for approval a project construction schedule in the form of a master network from inception to commissioning of project which shall include detailed engineering ordering, procurement of materials, erection, testing and commissioning.
- 17.2 The submission to and approval by the employer /consultant of such programme shall not relieve the contractor of any of his duties and responsibilities under the contract. The contractor shall adhere to the order of procedure as contained in the programme approved by the employer/consultant unless he obtains the written permission of the employer /consultant to vary such order or method. The employer /consultant shall not unreasonably withhold such permission.
- 17.3 The contractor shall submit monthly progress report in two copies, in a form to be agreed upon between the employer /consultant and the contractor, in suitable details including the progress of work. Photographs wherever necessary/possible may be submitted.

#### **18. RATE FOR ITEMS OF WORKS**

The rates entered into work order/schedule of rate of tender are intended to provide for work duly and properly completed in accordance with the conditions of tender/contract. The rates quoted/accepted shall be deemed to have included all incidental charges or contingencies which it may not have been specifically provided in the tender. The rates specified in the work order

shall be fixed firm and till the completion of the entire work as per the contract and no claim for enhancement/escalation none any ground whatsoever will be entertained and considered.

**19. MATERIALS:**

- 19.1 Unless otherwise specified or agreed to all materials, tools, plants, equipment(s) etc. required for execution of the work shall arranged/procured by the contractor. In case the employer agrees to provide any materials, plants, tools, equipment(s) etc. from its stores or otherwise the contractor shall make his own arrangements for collections and transportation of such items from stores to site or to any other place of work at his cost and expenses.
- 19.2 The contractor shall also make his own arrangement for safe handling and proper storage of the items supplied by the employer at his own risks and costs. Losses or damage to the materials issued by the employer to the contractor shall be recovered from the contractor's bills or other amounts due to him.
- 19.3 No compensation of any kind will be entertained by the employer for any delay caused in the issue of materials from employer's stores.
- 19.4 The contractor shall be responsible for accounting of the items supplied by the employer. Balance material including empty barrels, gunny bags etc., if any shall be returned to the employer's stores and proper receipts to that effect shall be obtained by the contractor and the same shall be attached to the bills claiming payments for the effect.

**20. MATERIALS BROUGHT BY THE CONTRACTOR:**

- 20.1 All materials brought by the contractor for using in the work shall be in good condition and shall be presented for inspection to the Engineer-in-charge of the employer/consultant and if rejected for any reason by the Engineer-in-charge of the consultant, the contract shall replace it at his cost.
- 20.2 For all materials, tools equipment(s) brought within the employer's premises the contractor shall sign a declaration form and produce the same before the security section. A copy of the said declaration shall be furnished to the Engineer-in-charge /consultant. Materials, tools and equipment(s) brought to the employer's premises shall not be removed without written consent of the Engineer-in-charge /consultant or any officer authorized in that behalf by the employer.
- 20.3 The employer shall not be responsible for projection against loss or damage of contractor's material and equipment(s), tools etc. brought inside the employer's premises. The contractor shall make his own arrangements for safe custody of all items brought by him.
- 20.4 All the Material brought by the contractor for using in the work shall be in good condition and shall be presented for inspection to the Engineer –In- Charge of the employer and if rejected for any reason by the Engineer –in-Charge, the contractor shall replace it at his cost. All materials to be used in the work shall have the specific approval of the Engineer –in-Charge as to its quality and grade. The Engineer –in-Charge of the employer shall be regularly notified when supplies of materials are made to the site stores and Copies of invoices shall be made available. Test certificate of the chemicals and materials (wherever applicable) shall be submitted by contractor when supplies made to the site stores, in the event where there are no standard specification for any materials, the judgment of the

Engineer –in-Charge of the employer will be final as to its quality for incorporating the same in the work. A common stock register of materials shall be maintained at site office.

**21. RESPONSIBILITY FOR COMPLETENESS.**

Any equipment(s) fittings accessories materials or supplies which may not be specifically mentioned in the specification or drawings which are useful and necessary for carrying out the work under the contractor and within the scope of the project to be erected are to be provided for and rendered to by the contractor without any extra charge and plant may be completed in all respects.

**22. OPPORTUNITIES FOR OTHER CONTRACTORS**

The contractors shall in accordance with the requirements of the employer /consultant afford reasonable opportunities to any other contractors their men and the workmen of the employer for carrying out at or near the site of any work not included in the contract or any contract which the employer may enter into in connection with or ancillary to the works awarded to the contractor

**23. MEASUREMENT**

All the works done satisfactory and accepted shall be jointly measured by the employer's representative or consultant and the contractor and or his authorized representative; such measurements shall be recorded in the measurement book and shall be signed by the employer's representative or consultant and the contractor or his authorized representative in token of acceptance the measurements taken.

**24. MAINTENANCE**

All the works carried out by the contractor shall be guaranteed for a period of 1 year from the date of completion of work. In case of any defect in the work carried on by the contractor within the guarantee period, shall be liable to rectify such defects free of costs within the time allowed by the employer /consultants. In case of contractor's failure to rectify the defects within the time allowed by the employer /consultant, the employer or the consultants may get the work done at the risk and cost of the contractor without further notice to him and all expenses and or damages on this account shall be recoverable from the contractor and the employer is entitled to recover the same without prejudice to any other right it may have under the contract in law, by appropriating it against any amount due to the contractor under this contract or any other contract with the employer and from the security deposit.

**25. INDEMNITY**

The contractor shall assume responsibility for and shall indemnify and keep harmless the employer from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages attorney's fees, court costs which are or may be required with respect to any breach of the contractor's obligations under the contract including those imposed under the contract or any law or in respect of salaries, wages or other compensation of persons employed by the contractor or sub-contractors in connection with the performance of any work covered by the contract.

The contractor shall be liable for such accidents as may be due to negligence on this part. The employer shall not be held responsible for any accident or damages incurred or claims arising there from during the period of erection and or construction under the responsibility of the contractor and putting into operation of the project under the supervision of the contractor in so far as the latter is responsible. The contractor shall provide all insurance including third party's insurance necessary to cover his risk.

## **26. LIGHTING AND SECURITY**

The contractor shall responsible for the proper lighting, guarding, fencing and watching of all the works at site until taken over by the employer /consultant and for the proper provision for providing for temporary road ways, foot ways, guards and fences as far as may be necessary by reason of works for the accommodation and protection of the employer's and occupiers of adjacent properties the public and others. No naked light shall be used by the contractor at site otherwise than in the open air without the prior written permission from the employer /consultant.

## **27. PAYMENTS**

- 27.1 The payments to the contractor for performance of the works and or services under the contract will be made by the employer in the manner and at such intervals as prescribed in the contract.
- 27.2 All payments made during the contract shall be ON ACCOUNT payments only.
- 27.3 The employer shall make, progressive payments by a cross A/C PAYEE CHEQUE as and when the payment is due as per the agreed terms. On account payments to the contractor shall be without prejudice to the final making up of accounts and shall in no respect be considered or used as evidence of any facts stated therein or to be inferred from such accounts nor of any particular work having been executed nor of the manner of its execution being satisfactory.
- 27.4 Payment will become due and payable by the employer within 30 days from the date of receipt of contractor's bill by the employer provided the documents are complete in all respect.
- 27.5 The employer is entitled to deduct any tax duties and levies that may be applicable as per statutory regulations.

## **28. TAXES AND DUTIES**

The contractor shall be responsible for the payment of all taxes, duties and levies applicable for the work under the contracts and GST shall be paid extra at applicable rate.

## **29. LIQUIDATED DAMAGES.**

If the Contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of Contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as compensation, Liquidated damages @ 1% (one percent) of the contract price per week of delay or part thereof. The aggregate of such compensation / compensations shall not exceed 10% (ten percent) of the

contract value. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the Employer.

### **30. SECURITY DEPOSIT**

- 30.1 The contractor shall within the time specified in the letter of award/work order, submit security deposit of the value equivalent to 5% of the total contract price by Demand Draft or as Treasury Savings Bank deposit with validity up to completion of the work (Bank guarantee is acceptable only when security deposit is Rupees five lakh and above).
- 30.2 In general, the contractor shall remit an initial security deposit and execute an agreement in stamp paper as specified in the Lol to the employer in the prescribed Pro forma within 14 days of receipt of the work order. The security deposit shall be an amount representing 5% of the total contract price, which shall be released after completion of work. The security deposit shall be accepted in the form of DD issued by Nationalized Bank/Scheduled Bank in favor of the undersigned payable at Thiruvananthapuram.
- 30.3 If the contractor fails, a further 10 days' time will be allowed at the request of the bidder, for which the successful bidder has to remit a fine equal to 1% of the PAC subjected to minimum Rs.1,000/- (Rupees Thousand Only) and maximum of Rs.25,000 /- (Rupees Twenty-Five Thousand Only).
- 30.4 If the contractor fails to provide the security deposit within the specified time such failure will constitute a breach of the contract and the employer or consultant shall be entitled to cancel the contract and award the contract to another agency at the risk and cost of the contractor. The employer or consultant shall also be entitled to forfeit the Earnest Money Deposit of the contractor. The security deposit shall remain at the entire disposal of the employer as security or the satisfactory execution and completion of the works in accordance with the conditions of the contract.
- 30.5 The employer shall be at liberty to deduct and appropriate from the security deposit such penalties or dues or any other amount payable by or due from the contractor under the contract and the amount by which the security is reduced by such appropriation will be made good by the contractor or may be deducted from its bill to restore the security deposit to its full limits mentioned above.
- 30.6 On due satisfactory performance and completion of the contract in all respects, the security deposit will be refunded subject to Clause 31 below, to the contractor without any interest and on production of certificates of completion and no dues from the Engineer in charge/ Consultant. No claim shall lie against the employer for any depreciation in value of any investment in which the security deposit or any portion thereof may be invested.
- 30.7 Heading and sub-headings in these general terms and conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

### **31. ENGINEERING CORRECTNESS BOND/SURETY**

- 31.1 The contractor shall furnish for the due performance of the contract an undertaking by him and a bank to be jointly and severally bound to the employer for the value stated in the Bid/contract documents.



31.2 The form and terms of the bond shall those approved by the employer and the obtaining of such bond or guarantee and the cost of the bond or guarantee to be so entered into shall be at the expense in all respects of the contractor.

### **32. EMPLOYER'S OBLIGATION**

For the due performance and completion of the contract the employer /company shall

32.1 Handover the site in proper condition

32.2 Arrange electric power, water at one convenient point at the battery limits from the site of the work

32.3 Service and drinking water supply at one convenient point at site Electric power shall be variable for the contract work only and for no other purposes. The employer shall not be liable for loss if any suffered/ caused due to delay in giving power or water connection or interruptions in supply. However, extension of time considered reasonable will be allowed to the contractor.

### **33. WORK TO THE SATISFACTION OF THE EMPLOYER / CONSULTANT**

The contractor shall execute complete and maintain the works strictly in accordance with the contract to the satisfaction of the employer /consultant and shall comply with and adhere strictly to employer's instruction under Article 4 above and directions on any matter (whether mentioned in the contract or not) given by the employer /consultant.

### **34. EMPLOYER'S DECISION**

The contract shall proceed with the works in accordance with the decision; instructions and orders given by the employer's/consultant decision provided always that

- a) If the decision, instructions or orders are given otherwise than in writing, the contractor shall immediately on receipt of the same require it to be confirmed in writing and such decision, instruction or order shall not be effective or binding on the Contractor until written confirmation thereof has been received by the contractor and
- b) If the contractor has any dispute or objection/question against or in respect of such decision, instruction or order, he shall inform the same with his reasons by written notice to the employer/consultant within 15 days after receipt of any decision, instructions or order.
- c) The employer/consultant shall within 15 days from the date of receipt of such dispute, objection/question consider and intimate the contractor its decision with reason thereon either confirming or varying such decision, instruction or order and the same shall be binding on the contractor.
- d) If the contractor does not raise any dispute, objection or question within the time stipulated above, it shall be deemed that he accepted the decision, instruction or order of the employer /consultant.

### **35. ENTRY PERMIT TO SITE**

35.1 In the execution of the works no person other than or contractor his sub-contractor(s) and his/their employees, agents, representative and staff shall be allowed on the site except by the written permission of the employer.

- 35.2 The contractor should obtain the necessary entry permit required by the employer's regulation before permitting any of his employees, agents or other persons inside the site or the employer's property.
- 35.3 The employer will furnish to the contractor permits initially and the Contractor will be responsible to apply for renewal of such permits before its expiration. These permits must be kept at the job site at all time and the contractor has to ensure that his own or his subcontractors personal shall not enter the site without such valid permit.

### **36. RETURN OF SECURITY GATE PASS/ENTRY PERMIT**

The contractor shall return all the security gate passes/ entry permit issued in favour of his workman, staff and to himself and to his sub-contractor, to the employer/ employer's representative as and when demanded by the employer and in any case after completion of the works failing which the security money of the work shall not be returned to the contractor.

### **37. CONTRACTOR'S SUPERINTENDENCE**

The contractor shall employ one or more competent representative whose name or names shall have been previously communicated in writing to the employer by the contractor to superintend the carrying out of the works on site. The said representatives shall be present at site during all working hours and any orders or instruction which the employer /consultant may give to the said representative of the contractor shall be deemed to have been given to the contractor.

### **38. FACILITIES FOR INSPECTION**

Facilities to inspect the work at all times shall be afforded to the employer/consultant and its representative, consultant, other authorities, officials or representatives of the employer /consultant.

### **39. RATE OF PROGRESS**

If for any reason the rate of progress of the works or any section is at any time the reasonable opinion of the employer too slow affecting the time for completion, the employer may so notify the contractor and the contractor shall thereupon take such steps as are necessary and which the employer /consultant may approve to expedite progress so as to complete the works or such section Within the time for completion. The contractor shall not be entitled to any additional payment for taking such steps nor will be entitled to an extension of time.

### **40. EMPLOYMENT LIABILITY**

The contractor shall be solely and exclusively responsible for engaging adequate number of skilled, semi-skilled and unskilled labourers for the execution and timely completion of the work and also to pay their wages and ad-hoc benefits as per applicable labour laws binding settlement and to comply with the provisions of the said Laws and Agreement.

The contractor understands and recognizes that the employer, has absolutely no liability whatsoever concerning the employees engaged by the contractor including for payment of their wages and other benefits as per applicable labour laws.

#### **41. LABOUR RULES ETC.**

In respect of all labours directly or indirectly employed on the works, the contractor shall comply with all legislations and rules, regulations, notifications, directions of State or Central Government or other local authority framed from time to time governing the protection of health, sanitary arrangements, wages, compensation, welfare and safety of labourers employed in the execution of the works. All laws, notifications and directions and other statutory obligations with regard to fair wages, welfare and safety measures maintenance of registers, hours of work, work on national and festival holidays etc. will be deemed to be part of the contract.

The contractor shall be fully responsible to settle all disputes relating to wages and other benefits and other service conditions of workers engaged by him as per the existing laws and rules. In case the contractor fails to make the payment of wages and other benefits due and payable under any applicable labour legislation or memorandum of settlement and the employer is made liable or forced to pay the same, the employer is then entitled to recover such sum paid from the amounts due or accruing to the contractor under this or any other contract with the employer and / or otherwise in accordance with law.

#### **42. WAGES TO LABOUR**

The contractor shall comply with the provisions of the minimum wages act and the payment of wages act and the rules framed there under in respect of the employees employed by him in the execution works under the contract. If in compliance with the terms of the contract the contractor supplies any labour to be used wholly or partly under the direct orders and control of the employer whether in connection with any work being executed by the contractor or otherwise for the purpose of the execution of the work, such labour shall for the purpose of this clause still be deemed to be persons employed by the contractor.

If any money shall as a result of any claim or application made under these acts be directed to be paid by the employer, such money shall be payable to the employer by the contractor. On failure of the contractor to repay the employer the aforesaid amount within 7 days after notice in writing by the employer, the employer shall be entitled to recover the same from any monies due to accruing to the contractor under this or any other contract with the employer.

#### **43. COMPLIANCE WITH EMPLOYEES INSURANCE & PROVIDENT FUND LAWS**

43.1 If and when the employees state insurance act and the employees provident fund and miscellaneous provisions act is made applicable to the site of work, the contractor agrees to and does hereby accept the full responsibility and exclusive liability for compliance with all obligations imposed by the said two acts as mentioned from time to time and the contractor further agrees to ensure the compliance by all the subcontractors with the application of the said acts. The contractor further agrees to defend, indemnify and hold harmless the employer from any liability or penalty which may be passed by any state of local authority by reason of any asserted violations by the contractor or sub-contractor of the provisions of the said two acts and from all claims, suits or proceedings that may be brought against the employer arising out of or by reason of the work provided by this contract. Whether brought by employees of the contractor, by third parties or by Central or State Government authorities or by any political sub-division

thereof. The employer shall retain such sums as may be necessary from the total contract value until the contractor shall furnish satisfactory proof that all payments as required by the provisions of the said two acts have been paid.

- 43.2 If the provisions of the Employees State Insurance Act (ESI Act for short) and the Employees Provident Fund & Miscellaneous Provisions Act ('PF Act' for short) are applicable to the contractor, the contractor shall be liable to arrange for the following for his workers:
- (a) to register all his workmen under the E.S.I. Scheme before starting the work and to submit the attendance particulars and statement for wages and contribution due and paid for the period on or before 5<sup>th</sup> day of the succeeding month to the E.S.I. Section of the employer.
  - (b) to recover PF and PF dues from his bills (both employers and employees) in accordance with the provisions of the PF Act.
  - (c) Failure to comply with the above will attract penalty which the Accounts Department of the employer will recover from the contractor's bills without any reference/notice.
  - (d) The contractor shall also maintain a register/muster sheet showing clearly the name of workmen wages paid, PF deduction made etc. and submit the same to the Labour Welfare Officer.
  - (e) In case the contractor is exempted from the provisions of above-mentioned acts he shall produce authentic documentary evidence in support of the same and satisfy and convince the employer about the same.

#### **44. REPORTING OF ACCIDENTS TO LABOUR**

The contractor shall be responsible for the safety of all employees employed by him on the work and shall report serious accident to any of them however and whenever occurring on the work to the employer or the employer's representative and shall make every arrangement to render all possible assistance to such injured employee/s.

#### **45. PROVISION OF WORKMEN'S COMPENSATION ACT.**

In every case in which by virtue of the provisions of the Workmen's Compensation Act the employer is obliged to pay compensation to a workman employed by the contractor in the execution of the work, the employer will be entitled to recover from the contractor the amount of the compensation so paid and without prejudice to the right of the employer under the said Act, the employer shall be at liberty to recover such amount or any part thereto by deducting it from the security deposit or from any other sum payable to the contractor whether under this or other contract or otherwise.

#### **46. COMPLIANCE TO RULES FOR EMPLOYMENT OF LABOUR**

The contractor shall conform to all laws, bye-laws, rules and regulation for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed on the work.

#### **47. HOURS OF LABOUR**

The contractor shall observe such hours of labour as may be prescribed by law or any other applicable law or decision or award of any Industrial Tribunal or Court.

#### **48. AMENITIES TO LABOUR**

In respect of labour directly or indirectly employed on the works the contractor shall provide, at his cost, reasonable amenities for securing proper working and living conditions such as water supplies, lavatories, bathing places, cleanliness etc. where woman labour is employed urinals and lavatories will be provided separately by the contractor for male and female workers as well as crèches for the infant children of women labourers. Labourers engaged on hazardous jobs and occupations will be provided with necessary safety appliances by the contractor, free of charge. All camp sites shall be maintained in clean and sanitary condition by the contractor at his own cost.

#### **49. PRESERVATION OF PEACE**

The contractor shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen and others employed on the works and for the preservation of peace and protection of inhabitants and security of the property in the neighbourhood of the work. In the event of the employer requiring the maintenance of police at or in the vicinity of the site during the tenure of works the expenses thereof shall be borne by the contractor and if paid by the employer shall be recoverable from any sum due or accruing to the contractor under this or any other contract with the employer.

#### **50. RETURN OF LABOUR**

The contractor shall if required by the employer deliver to the employer or at his office a return in such form and at such intervals as the employer may prescribe showing the number of the several classes of labour from time to time employed by the contractor at the site.

#### **51. OBSERVANCE BY SUB-CONTRACTOR**

51.1 The contractor shall be fully responsible and liable for observance by his sub-contractors of all the provisions of the contract and laws and applicable labour legislation which he is liable to observe in the executions of the workers under this contract.

51.2 In case a sub-contractor/s fails to observe provisions of law/s as a result of which the employer is made liable the contractor shall indemnify and protect the employer from any proceedings that may be taken against the employer. The contractor shall also be liable to repay any amount paid by the employer consequent to the failure of the sub-contractor/s to observe the provisions of any law in the execution of the work.

#### **52. SKILLED AND EXPERIENCED TECHNICAL ASSISTANTS**

The contractor shall provide and employ at the site in connection with the execution of the works only such technical assistants as are skilled and experienced in their respective callings and such subagents foreman and leading hands as are competent to give proper supervision to the works they are required to supervise and such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the works.

#### **53. OBJECTION TO CONTRACTOR'S EMPLOYEES**

The employer shall be at liberty to object to and require the contractor to remove forthwith from the works any person employed by the contractor in or about the execution of the work who in

the opinion of the employer, misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the employer to be undesirable. Any person so removed shall not be reengaged/re-employed by the contract. The contractor shall as soon as practicable replace the person so removed by a competent substitute approved by the employer at no additional cost to the employer.

## **54. SUSPENSION OF WORK**

### **54.1 ORDER TO SUSPEND PROGRESS**

The contractor shall on the written order of the employer suspend execution of the works or any part thereof for such time or times and in such manner as the employer may specify in the order. The contractor will not be entitled to any payment or extra payment due to suspension of work if such suspension is due to

- a) as otherwise provided for in the contract
- b) necessary by the reasons of some default on the part of the contractor.
- c) necessary by some abnormal climatic conditions on the site.
- d) necessary for the proper execution of the works or safety of works or any part thereof in so far as such necessity does not arise from any act or default by the employer.

54.2 If the suspension of work is for a reason other than above, the extra cost till the subsequent resumption of works if any, incurred by the contractor in giving effect to the employer's instruction under clause 34 shall be borne and paid by the employer at mutually agreed rate.

54.3 The contractor shall not be entitled for any such extra cost unless within 28 days after receipt of the order to suspend progress of the works the contractor gives to the employer notice in writing of his intention to make such claim.

## **55. RESUMPTION OF WORK**

If the progress of the work or any section thereof is suspended pursuant to Art.54 and if permission to resume the work is not given by the employer within 90 days after the date of suspension, then unless the suspension is within Art.54. The contractor may within 28 days after receipt of order to suspend the progress of work serve notice in writing on the employer requiring permission to proceed with the works or the section in regard to which progress is suspended and if such permission is not granted within that time the contractor may give further notice in writing to the employer to elect the suspension where it affects a section of the work as an omission of such section under Art. 57. (Variation) and where it affects the whole of the work as an abandonment of the contract by the employer.

## **56. TIME LIMITATION DELAYS AND EXTENSION OF TIME.**

56.1 Subject to any requirements in the contract as to date of completion of any portion or portions of the work before completion of the whole the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under these conditions) by the dates entered in the work order provided that if any modifications have been ordered, which in the opinion of the employer and / or its consultant have materially increased the magnitude of the work than such extension may be granted as shall appear to the employer or the consultant to be reasonable in the

circumstances, provided however that the contractor shall be responsible for requesting such extension of the date as he may consider necessary as soon as a cause thereof shall arise and in any case not less than one month before the original date fixed for the completion of the works.

- 56.2 If at any time in the progress of the works the work is delayed by any act or neglect of the employees of the employer or by any other contractor employed by the employer under these or by strike, lock outs, fire, unusual delay in transportation unavoidable casualties or any cause beyond the contractor's control or by delays authorized by the employer's representative pending arbitration or by any cause which the employer or the consultant may decide to justify the delay than the time for completion of the work shall be extended for such time as the employer and/or the consultant may decide.
- 56.3 In the event of any failure or delay by the employer to hand over to the contractor possession of the land necessary for the execution of the works or to give necessary notice to commence the works or any other delay caused by the employer due to any other cause whatsoever then failure or delay shall in no way affect or vitiate the contractor alter the character thereof or entitle the contractor to damages or compensation thereof but in such case extension or extensions of completion date as may be considered reasonable may be granted to the contractor

## **57. VARIATIONS:**

### **57.1 MODIFICATION TO BE IN WRITING**

In the event of any of the provisions of the contract, specifications, drawings etc requiring to be modified after the contract documents have been signed; the modifications shall be made in writing and signed by the employer and the contractor. Any verbal or written arrangements abandoning, modifying, extending, reducing or supplementing the contract or any terms thereof or the specifications, drawings etc. shall be deemed conditional and shall not be binding on the employer unless and until the same is incorporated in a formal agreement and signed by the employer.

### **57.2 POWER OF MODIFICATIONS TO CONTRACT**

The employer's representative or the consultant on behalf of the employer shall be entitled by order in writing to enlarge or extend, diminish or reduce the work or to direct the contractor to altar, amend, omit, add to or otherwise vary any of the works.

### **57.3 CONTRACTOR BOUND BY VARIATION.**

Any such variation shall in no degree affect the validity of the contract and shall be performed by the contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the contract, specifications and drawings.

57.4 Deleted.

## **58. DETERMINATION OF CONTRACT**

### **58.1 Right of Employer to Determine the Contract**

The employer shall be entitled to determine and terminate the contract at any time should in the employer's opinion the cessation of the work become necessary owing to paucity of funds or from any other cause whatsoever in which case the value of approved materials

at site and of work done to date by the contractor will be paid for in full at the rates specified in the contract. Notice in writing from the employer of such determination and the reason thereof shall be conclusive evidence thereof and binding upon the contractor.

#### 58.2 The Payment on Termination of Contract by Employer

Should the contract be determined under Clause 58.1 above and the contractor claims payment for expenditure incurred by him in the expectations of completion of whole of the works the employer shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfactions of the employer. The contractor shall however have no claim for any payment whatsoever on account of profit and advantage which he might have derived from the execution of the work in full but which he did not derive in consequences of the determination of the contract. The employer's decision on the necessity and property of such expenditure shall be final and conclusive.

#### 58.3 Determination of Contract Owing to Default of Contractor

- 58.3.1 If the contractor should become bankrupt or insolvent, or
- 58.3.2 Make arrangement with or assignment in favour of his creditors or agree to carry out the contract under a committee of inspection of its creditors or
- 58.3.3 Being an employer goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or
- 58.3.4 Have an execution levied on his goods or property on the works or
- 58.3.5 Assign the contract in part thereof otherwise than as provided in these conditions or
- 58.3.6 Abandon the contract or
- 58.3.7 Persistently disregard instructions of the employer's the representative or consultant or contravene and provisions of the contract or
- 58.3.8 Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period or
- 58.3.9 Fail to remove materials from the site or to pull down and replace work after receiving employer's representative's or consultant's notice to that the effect that the said materials or works have been condemned or rejected or
- 58.3.10 Fails to take steps to employ competent or additional staff and labour as required under these conditions or
- 58.3.11 Fail to afford to the employer, his representative and consultant proper facilities for inspecting the works or any part thereof as required under relevant of these conditions, or
- 58.3.12 Promise, offer or give any bribe, commission, gift or advantage either by himself or through his partner, agent or servant any officer or employee of the employer or to any person on his or on their behalf in relation to the execution of this or any other contract with the employer.

Then and in any of the aforesaid cases the employer may serve the contractor with a notice in writing to that effect and if the contractor does not within 7 days after delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfactions of the employer, the employer shall be entitled after giving 48 hour notice in writing to rescind



the contract as a whole or in part of parts (as may be specified in such notice) and adopt either or both of the following.

- a) To carry out the whole or part of the work from which the contractor has been removed by the employer himself.
  - b) To measure up the whole or part of the work from the contractor has been removed and get it completed by another contractor or contractors,
  - c) The manner and method in which such work is to be completed shall be in the entire discretion of the employer, whose decision shall be final and, in both cases, (a) and (b) mentioned above the employer shall be entitled.
1. To forfeit the whole or such portion of the security deposit as it may consider fit, and
  2. Recover from the contractor the cost of carrying out the work in excess of the sum which would have been payable according to the certificate of the employer's representative or consultant to the contractor if the works had been carried out by the contractor under the terms of the contract such certificate being final and binding upon the contractor provided however such recovery shall be made only when the cost incurred in excess is more than the security deposit proposed to be forfeited and shall be limited to the amount by which the cost incurred in excess exceeds the security deposit proposed to be forfeited. The amounts thus to be forfeited or recovered may be deducted from any monies then due to or which at any time thereafter may become due to the contractor by the employer under this or any other contract or otherwise.

Provided always that in any case in which any of the powers conferred upon the employer under the clauses as above shall have become exercisable and the same shall not be exercised non exercise thereof shall not be a waiver of any of the conditions thereof and such powers shall remain exercisable in the event of any future case of default by the contractor for which his liability for the past and future shall remain unaffected.

#### **59. RIGHT OF EMPLOYER AFTER RESCISSION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR**

In the event of any or several of the clauses referred to in condition being adopted.

- 59.1 The contractor shall have no claim to compensation any loss sustained by him by reason of having purchased or procured any materials or entered into a commitment or made any advance on account of or with a view to the execution of the work or the performance of the contract and the contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under the contract unless and until the employer's representative and the consultant have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to pay the value so certified.
- 59.2 The employer's representatives or consultant shall be entitled to take possession of any materials, tools, implements, machinery and building on the works or the property on which these are being or ought to have been executed and to retain and employ the same in the further execution of the work or any part thereof until the completion of the works without the contractor being entitled to any compensation for the use and employment thereof for wear and tear and or destruction thereof.

- 59.3 The employer's representative and the consultant shall as soon as may be practicable after removal of the contractor fix and determine ex-party or by or after reference to the parties or after such investigation or enquiries as they may consider fit to make or institute and shall certify what amount, if any, had at the time of rescission of the contract be reasonably earned by or would reasonably accrue to the contractor in respect of the work than actually done by him under the contract and the value of any unused or partially used materials lying on the site.
- 59.4 The employer shall not be liable to pay the contractor any monies on account of the contract until the expiration of the period of maintenance and thereafter until the cost of completion and maintenance and damages (if any and all other expenses incurred by the employer have been ascertained and the amounts thereof certified by the employer's representative and/or the consultant. The contractor shall then be entitled to receive only such sum or sums (if any) as the employer's representative and/or the consultant may certify would have been due to him upon due completion by him after deducting the said amount by if such amount shall exceed the sum which would have been payable to the contractor then the contractor shall upon demand pay to the employer the amount of such excess and it shall be deemed to be a debt by the contractor to the employer and shall be recoverable accordingly.

## **60. JURISDICTION**

- 60.1 All disputes and differences arising under out of or in connections with the contract shall be subject to the exclusive jurisdiction of the Courts at Thiruvananthapuram, Kerala State.

## **61. CONFIDENTIALITY**

All plans, drawings and specifications and all other information obtained by the contractor from the employer /consultant in connection with the works shall be held in confidence by the contractor and shall not be used by the contractor for any purpose other than for the performance of the works or as authorized in writing by the employer /consultant. All such documents which were furnished by the employer to the contractor shall remain the property of the employer and upon completion of the works the contractor shall returned to the employer /consultant all such documents including any copies thereof.

- 61.1. The contractor shall not make any announcement or release any information or photographs concerning the contract works or any part thereof to any member of the public or to the press or any official body unless prior written consent is obtained from the employer.

62. The contractor shall take all steps which may be necessary or appropriate in order that his employees and all sub-contractors and their employees adhere to the provisions of this clause. Appropriate clauses to carry out the purpose and intent thereof shall be included in all subcontract purchase orders and consulting agreements entered into by the contractor pursuant to the performance of the contract. If the contractor fails to take such steps or include such clauses as mentioned or required above the contractor shall remain liable for any failure or refuses of his sub-contractors or employees to comply with these requirements.

## SAFETY REGULATIONS

- 1.1 In respect of all labour, directly or indirectly employed in work for the performance of Contractors part of this agreement, contractor shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D, Indian Standards Institutions, The Electricity Act, The Mines Act and such other acts as applicable.
- 1.2 Contractor shall also observe and abide by all safety regulations of the employer.
  - 1.2.1 Carrying Match Boxes and Lighters/smoking is strictly prohibited anywhere inside the work site premises. Carrying of match boxes and lighters within the flammable areas and premises are also not permitted.
  - 1.2.2 Safety Clearance Procedure
    1. Any work carried out within the work area must be covered by a work permit issued by supervisor of area involved. In addition, a safety permit must be obtained from the safety department prior to commencement of the following types of work
      - a. Any work involving open flames and sparks such as welding, gas cutting, soldering, grinding, use of hurricane lamps, petromax.
      - b. Sand blasting
      - c. Use of gasoline, diesel or electric power-driven engines and tools.
      - d. Entry of vehicles inside the battery limits of process area.
      - e. Entry of personnel into any process or storage facilities that has been in service.
      - f. Entry into hazardous and potentially hazardous areas.
      - g. All points stipulated in the safety permit are strictly complied with.
      - h. The employer reserves the right to cancel a work or safety permit without assigning reasons. When called upon to stop the work by any employer personnel, Contractor, shall immediately cease to continue work. Before recommencement, fresh work and safety permits must be obtained.
  - 1.2.3 Under no condition shall any Contractor's personnel tamper with or use any property belonging to the employer without obtaining prior sanction from the supervisor of area concerned.
  - 1.2.4 Contractor's personnel shall stop their work and proceed to a safe area in the event an emergency arises in the area they are working like in case of fire, leakage of toxic gases, oil spillage, power failure, etc. They should not crowd round and create confusion in the area where the emergency was occurred. Before recommencement of the work, they should obtain clearance of supervisor of area involved.
  - 1.2.5
    1. Before erecting temporary shelters like tents anywhere within the employer's premises, written permission of safety department must be obtained.
    2. Temporary fixtures like sheds, tents, etc., shall be erected in conformity with normal safety standards.
    3. Temporary piping, hose connections and electrical wiring must be laid in such a manner that they will not cause tripping or hitting hazards.
    4. All precautions should be taken to ensure that any temporary electric wiring used within the plant will not emit sparks.

- 1.2.6 Good housekeeping must be practiced by Contractor's personnel at all times while within the plant. During and after completion of the work, they are to ensure that their work area is kept clean and tidy. Left over materials and equipment(s) should be moved to a safe area and stored in an orderly manner. These materials should not block exits to roads, buildings, passages and approach to firefighting equipment(s) such as fire hydrants, fire hoses and fire extinguisher or areas where emergency safety shower, electrical switch panels and switch rooms are located.
- 1.2.7 It is entirely the contractor's responsibility to provide all the safety equipment(s) wherever required to their personnel as stipulated in the safety manual of the employer. The employer is in no way responsible for any injury, disability or death of any of the contractor's workmen due to non-compliance of the safety regulations. However, in certain cases, personal protective equipment can be made available to the contractor on payment to the employer.

Accident or injury to workmen.

The employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other persons in the employment of the contractor or any subcontractor and the contractor shall indemnify and keep indemnified the employer against all such damages and compensation and against all claims, demands, proceedings, costs charges and expenses whatsoever in respect or in relation thereto. The contractor shall at all times indemnify the employer against all claims for compensation under the provisions of the workmen's compensation act or any other law for the time being in force.

- 1.2.8 Contractors personnel shall not wear loose clothing while working around moving or rotating machinery and equipment.
- 1.2.9 Any unsafe practices or disregard of normal safe working practices by contractor's personnel when pointed out by employer personnel shall be immediately corrected.
- 1.2.10 Personal conduct
- a. Entering employer's premises while under the influence of alcohol/narcotics is strictly forbidden.
  - b. Fooling on the work, mock fighting or fighting within the plant premises will not be tolerated.
  - c. Gambling within the within the work site / premises is strictly forbidden.
  - d. Entering the plant premises while in possession of weapons such as knives, etc., is prohibited.
  - e. Contractor's personnel shall not pick up quarrel or get involved in any such act.
- 1.2.11 Contractor shall ensure that all State Traffic Rules and regulations are complied with while motor vehicles are driven inside the plant/site/premises. In additions the following points are also outlined for compliance.
- 1. Speed Limit  
Speed limit within the work site is 16 kmph. In any case, vehicle drivers should take connivance of road; weather and vehicle drivers should condition and adjust their driving accordingly.

## 2. Parking

Park vehicles only in approved areas. Vehicles must be parked in such a manner that they will not move while unattached. As a general rule, vehicles should not be parked at road bands, in front of fire equipment sheds and firefighting equipment thereby blocking access to them.

1. Vehicles driven inside the plant/site/premises should have effective brakes, horns, lights, mufflers, etc.
2. Vehicles shall carry only the number of passengers or weight of load it is authorized to carry as per law. Loads carried in trucks shall properly be secured so that they will not accidentally fall off while vehicle is in motion.
3. Vehicle drivers shall always check overhead and side clearance while driving vehicles.

### 1.2.12 Fire protection Equipment

1. A work permit must be obtained prior to Contractor's personnel drawing water from the plant fire water loop.
2. All efforts should be made by contractor's personnel to prevent occurrence of any unwanted fire. Gasoline driven engines, trucks tractors, etc. shall not be filled with fuel while the motor is still running.

### 1.2.13 Report on accident

1. All injuries sustained by Contractor's personnel and damages to vehicle and property, no matter how slight they are, shall be promptly reported to the Safety department during normal working hours and to the Duty officer, other than normal working hours and to the prescribed statutory authorities.
2. The contractor shall also make adequate arrangements for rendering all possible aids to the victims of the accidents.
3. Medical treatment for injured contractor's personnel will be entirely the responsibility of contractor.

Any question or doubts on the Safety Regulations enumerated above or the generally accepted safe working practices may be clarified with the Safety Department.

I hereby declare that I have perused in details and examined closely in the have either examined all the standard specifications for items for which I tender before I submit such tender and agree to be bound by the comply with all such specifications excluding clause 73 and other clauses relating to Arbitration contained therein for all agreements which I execute in the Public Works Department. I have signed the register as below in acknowledgement thereof.

Date:

Name of Tenderer or Contractor:

Address of the Tenderer or Contractor:

Signature of Tenderer or Contractor:

### Kerala Construction Worker's Welfare Fund Act 1989

Sub: Kerala Construction Worker's Welfare Fund Act 1989 etc. - regarding  
 Ref: Our Notes No.TP/PD/ST.20/90 dated 7-8-90 and 10-12-8

The Kerala Construction Worker's Fund Act 1989 came into force with effect from 1-1-90. Copies of the Kerala Construction Worker's Welfare Fund Act 1989, the Kerala Construction Worker's Welfare Fund Scheme 1990 and Circular No. G/4/1990 dt:10-6-1990 and letter No. A/13/2-19-91/10 dated:27/31-10-1990 from the Chief Executive Officer, Kerala Construction workers Welfare Fund Board have been sent to all concerned for information and necessary action. It is requested that provision of the same may be complied within all cases where the Act and the Scheme are applicable.

1. Some of the important provisions of the above-mentioned Act are specifically pointed out hereunder.

Definitions of the following terms in the Act:-

- i) "Construction Work"
- ii) "Construction Workers"
- iii) "Contractor"
- iv) "Employer"

2. Registration of construction worker as a member

Construction worker, who has completed 18 years but has not completed 60 years of age, who is not a member of any other welfare fund scheme established under any law for the time being in force and who has been engaged in the construction work for not less than ninety days during the proceeding year shall be eligible for registration as a member under this act and scheme.

An application for Registration shall be made in such form as may be prescribed under the scheme. Every application for Registration accompanied by the specified documents and fee should be made to the prescribed officer authorized by the Chief Executive Officer in the prescribed form.

The contractor is required to maintain a Register in the prescribed form showing the details of employment of Registered construction workers employed in the Construction work undertaken by him and which may be inspected without prior notice by the Chief Executive Officer or any other officer authorized by him.

3. Contribution to the Fund

- a) A member of the fund shall contribute to the fund at the rate specified in any of the slabs hereunder:

SLAB

- A. Ten Rupees per month
- B. Fifteen Rupees per month
- C. Twenty Rupees per month

- b) An Employer shall contribute 1% of the cost of the construction work undertaken by him to the fund.

- c) In case where the employer is a contractor, the contribution payable under item (b) above shall be recovered by the Department Authorities/ Employer or other undertakings concerned

from the bills payable to the contractor and paid to the Fund within 15 days in the matter prescribed.

d) The Government shall pay to the fund every year an amount by way of grant which shall not be less than 10% of the contribution initially made by member of the fund.

4. Levy of fee from contractors

Notwithstanding anything contained in any other law or agreement for the time being in force with effect from 1-1-90 there shall also be levied every year a fee from every contractor calculated at the following rates in the manner prescribed.

i. Contractor having A class registration	Rs.1,000/per year
ii. Contractor having B class registration	Rs. 500/per year
iii. Contractor having C class registration	Rs. 250/per year
iv. Contractor having D class registration	Rs. 100/per year

The authority granting the license shall not issue or renew license to a contractor unless he is satisfied that the fee has already been paid.

5. Failure to recover or remit contribution:

Where any department of Government, authority, Employer or other institutions liable to pay contribution fails to recover the contribution of the contractor from the bills, such institution shall be liable to pay such contribution together with simple interest at the rate of 9% from the date of passing the bill or bills in which such recovery had to be affected till the date on which such amount of contribution is remitted to the fund.

6. Mode of recovery of money

Any amount due from contractors, employers and construction workers under the provisions of the Act of the scheme may, if the amount is in arrears, be recovered in the same manner as an arrear of public revenue due on land.

7. Power to recover damages

Where an employer or contractor makes default in the payment in any contribution to the fund, the Government may recover from him such damages, not exceeding 25% of the amount of arrears, as they think fit.

8. Penalties

1) Whoever, for the avoiding any payment to be made by him under the Act or the Scheme or of enabling any other person to avoid any payment to be made under the Act or the scheme, knowingly makes or causes to be made any false statement or representation shall be punishable with imprisonment for a term which may extend to three months, or with fine which may extend to 500 rupees or with both.

2) Whoever refuses to make the entries in the identity card of the members required under section 5 of the Act and whoever not maintaining the Registers required under section 7 shall be punishable with imprisonment for a term which may extend to three months or with fine which may extend to five hundred rupees or with both. Whoever contravenes or makes default in complying with any of the provisions of the Act or of the scheme shall if no other penalty is elsewhere provided by or under the Act for such contravention or non-compliance be punishable with imprisonment for term which may extend to two months or with fine which may extend to 400/- rupees or with both.

9. Enhancement Punishment for second or subsequent offence:  
Whoever having been convicted by a court of an offence punishable under the Act, again commits the same offence shall be punishable for every such subsequent offence with imprisonment for a term which may extend to 1 year, but which shall not be less than three months and with fine which may extend to four thousand rupees.
10. Offences by companies:
1. Where no offence under the Act has been committed by a company, every person who at the time the offence was committed was in charge of, and was responsible to, the Employer for the conduct of the business, of the Employer as well as the employer, shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly. provided that nothing is ..... in the above provision shall render any such person liable to any punishment, if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
  2. Notwithstanding the above, where any offence under the Act has been committed by a company and it is proved that the offence has been committed with the consent or conveyance of, or is attributable to any neglect on the part of any Director, Manager, Secretary or other officer and shall be liable to be proceeded against and punished accordingly.
  3. As far as the Employer is concerned, it shall be the responsibility of the concerned officers of the respective Departments connected with the execution of the work and the payment to the contractors to comply with the relevant provisions of the Act and the scheme and matters relating to the same. The contractor s will be responsible for compliance of these provisions of the Act etc., pertaining to them.
  4. It is requested that the provisions of the Act, scheme etc, may be complied with. Copies of this letter may be given to the contractor s also for their information and compliance.
  5. The Chief Executive Officer, Kerala Construction workers Welfare Fund Board has stated that if the levy required to be paid by the contractors are not paid, license should not be issued or renewed. He has further stated that provisions of the Act by the contracts. These may please be noted for necessary action.

**Copy to:**

1. The Chief Executive Officer,  
Kerala Construction Workers Welfare Fund Board,  
Jagathy, Trivandrum - 695 014.
2. The District Executive Officer,  
Kerala Construction Workers Welfare Fund Board,  
Jagathy, Trivandrum - 695 014.



**PRELIMINARY AGREEMENT  
(On stamp paper worth Rs. 200/-)**

Preliminary Agreement entered into on this the.....day of month ..... Two thousand .....between the Director, Co-operative Academy of Professional Education (CAPE), College of Engineering Muttathara Campus, Vallakadavu P. O., Thiruvananthapuram, Pin-695008 (here in after called the employer on the one part) and Sri /Ms. .... Contractor (here in after called the contractor) of the other part for the execution of the agreement as well as for the execution of the work.

WHEREAS the employer invited tenders for the work of ..... (H.E. name of the work) by notification No..... dtd..... in the ..... and whereas the notice inviting tenders stated as follows: -

The Director  
Co-operative Academy of Professional  
Education (CAPE), College of Engineering  
Muttathara Campus, Vallakadavu P. O.,  
Thiruvananthapuram, Pin-695008

Signature of the Contractor.  
Name & Address.

Before commencing work of within a week after the date when the acceptance of the tender has been intimated to him. The tenderer shall deposit a sum sufficient to make up the balance of 5 or 10 percent of the probable value of contract which together with the amount of earnest money deposited shall be treated as security for the proper fulfilment of the name and shall be executed an agreement for the work in the P.W. Schedule form. If he fails to do this or in the case of P.W.D Contracts maintain a specified rate of progress (to be specified in each case in the tender schedule) the earnest money and the security deposit shall be forfeited to the employer and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default of the tenderer to pay the requisite deposit, sign contracts or take possession of the work any loss to employer results the same will be recovered from him as arrears of revenue, but should it be a saving to employer the original contractor shall have no claim whatever to the difference. Recovery on this or any other account will be made from the sum that may be due to the contractor on this or any other subsisting contracts or under the Revenue Recovery Act or otherwise the employer may decide.

NOW THERE FORE THESE PRESENTS WITNESSES and it is mutually agreed as follows:-

1. Terms and conditions for the said contract have been stipulated in the said tender form to which the contractor has agreed copy of which is hereto appended which form part of this agreement, it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extent to which they are abrogated or altered by the express

terms and conditions herein agreed to and in which respect the express provisions herein shall supersede these of the said tender form.

2. The Contractor hereby agreed and undertake to perform and fulfil all the operations and obligations connected with the execution of the said contract work viz. **Providing architectural drawing, preparation of renovation plan with all modern amenities suitable for a bank office, structural design, preparation of bill of quantities and estimate, obtaining sanctions from the local body if so, required etc. for the renovation of the erstwhile Ernakulam District Cooperative Bank building at Valanjambalam, Ernakulum** if awarded in favour of the contractor.
3. If the contractor does not come forward to execute the original agreement after the said work is awarded and selection notice issued in his favour or commits breach of any of the conditions of the contract as stipulated in clause 13 of the notice inviting tenders as quoted above within the period stipulated them, the employer may rearrange the work otherwise or get it done departmentally at all risk and cost of the contractor and the loss so sustained by the employer can be realized from the contractor under Revenue Recovery Act as if arrears of land revenue as assessed, quantified and fixed by an adjudicating authority consisting of the Head of Unit(TP), Head of Department (Finance), Head of Department (Personnel and Administration) or any other officer or officers authorized by employer in this behalf, taking into consideration the prevailing public department rates and after giving the due notice to the contractor. The decisions taken by such authority, officer or officers shall be final and conclusive and shall be binding on the contractor.
4. The Contractor further agrees that any amount found due of the Government under or by virtue of this agreement shall be recoverable from the contractors from the EMD and his properties, movable and immovable, as arrears of land Revenue under the provisions of the Revenue Recovery Act for the time being in force or in any other manner as the employer may deem fit, in this regard.

In witnesses of Shri. ...., The Director  
Co-operative Academy of Professional Education (CAPE), College of Engineering Muttathara Campus,  
Vallakadavu P. O., Thiruvananthapuram, Pin-695008  
and

Sri....., Contractor have set their hands on the day and year first above written.

Signed by Sri..... Director  
(employer) in the presence of witnesses.

- 1.
- 2.

Signed and delivered by Sri..... (The Contractor) in the presence of  
witnesses:

- 1.
- 2.

**SOLVENCY CERTIFICATE**  
**(To be furnished in the Bank's Letter Head)**

REF No.....

DATE: .....

To

The Director  
Co-operative Academy of Professional  
Education (CAPE), College of Engineering  
Muttathara Campus, Vallakadavu P. O.,  
Thiruvananthapuram, Pin-695008

This is to certify that to the best of our knowledge and information from the available/ made available record .....  
..... (bidders name with complete address), a customer of our Bank, is respectable, and is capable of executing orders to the extent of Rs..... (Amount in words).

This certificate is issued without any guarantee, risk or responsibility on behalf of the Bank or any of its officials.

This certificate is issued at the specific request of the customer.

Yours faithfully,

**(Bank official signature & stamp)**

**Signature of Tenderer(s) with seal**

**PROFORMA FOR CERTIFICATE FROM CHARTERED ACCOUNTANT**

This is to certify that M/s----- is a company registered under Companies Act having its registered office at ----- . Further it is certified that it is regularly filing its Income Tax Return and has been attested PAN No: -----and assessed at ----- (ward/circle).

From its audited balance sheet dated as below, for the financial years from 2016 to 2020, the following is certified after verification.

<b>Year</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
Audited Balance Sheet date			
Annual turnover from engineering / fabrication and supply activities			
Profit/Loss			

The above has been verified from the statements and documents produced before us.

**Signature of Chartered Accountant with seal**

**Date:** -----

**Signature of Tenderer(s) with seal**

**PROFORMA OF TESTIMONIAL TOWARDS WORK COMPLETION WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s..... (Name and Address of the Tenderer) ..... has been awarded the contract vide Order No: ..... dated..... towards supply/carrying out the work of ..... (Brief Description of Work) ..... The said supply/work was completed by M/s ..... alone for a total amount of Rs:...../- (Rupees ..... Only). M/s ..... have satisfactorily completed the assigned supply/work as per schedule with in the stipulated time, the details of which are given below.

- 1) Name of work/ project & location :
- 2) Estimated cost (in Crores) :
- 3) Actual Cost (in Crores) :
- 4) Date of commencement :
- 5) Date of completion :
  - i) Stipulated date of completion :
  - ii) Actual date of commencement :
- 6) Performance report :
  - 1) Quality of work : Very good/good/fair/poor
  - 2) Financial soundness : Very good/good/fair/poor
  - 3) Technical Proficiency : Very good/good/fair/poor
  - 4) Resource fullness : Very good/good/fair/poor
  - 5) General Behaviour : Very good/good/fair/poor
- 7) Name & Address /phone number of officer to whom reference may be made :

Date: -----

Signature of Tenderer(s) with seal

**Signature with Seal  
(Authorized Representative)**