

SPECIAL CONDITIONS OF CONTRACT

Name of Work : Supply Fabrication and Fixing Structural Steel Girder Support for Pumps over Sump in LWFL

1. TMT bars/ Ribbed Tor Steel /MS rounds/structural steel required for the work shall be issued at the stores of the company free of cost. The contractor shall arrange for the transportation, proper storage etc. of the same at his own cost. The contractor shall maintain a site register book for steel received and consumption on the work. This shall be made available to the Engineer-In-Charge for inspection on demand.
2. The contractor shall provide all materials other than cement, tor steel, including rivets, bolts, nuts, washers, screws, welding G.I or bitumen washers, asbestos rope, plastic compound, asbestos cement mortar, binding wire, lead, spun yard, bitumen etc. tools and plants labour for completing the job. The rates shall be inclusive of all such necessary materials.
3. The contractor shall have to submit detailed accounts of all materials issued to him along with the each Running Account Bill in addition to submit cumulative total accounts along with the final bill and if required by the engineer, periodically also. The accounts of each materials maintained at site will be kept open for inspection whenever demanded.
4. All material supplied to the contractor by the institute, being the property of the institute shall be stocked at the site in such a manner that easy physical verification and inspection according to the register of accounts maintained at the site can be done by the engineer as and when required.
5. The contractor will be required to make his own arrangement for the supply of water for construction purpose. The contractor will be allowed to draw water free of cost if available from the wells which are existing at site. Alternatively, the contractor may be allowed to draw water from the existing bore-well, using the pumping facilities at FCRI. However, for this purpose, the contractor has to install the water meter and other pipes and fittings to his requirement. The contractor will be charged @ Rs.25 per 1000 liters of water consumed.
6. The contractor will have to make his own arrangement for the supply of electricity for construction purpose. The Institute will however render all necessary assistance for this purpose.
7. The contractor may be allotted an area for site office, at a location to be approved by the engineer. The contractor shall make his own arrangement for supply of water and adequate sanitary arrangement for labour quarters as directed by the engineer. The contractor after completion of work shall dismantle all those temporary works if directed by the engineer and clear the site completely.
8. The contractor shall make his own temporarily access roads for the supply of materials etc. along with the routs as approved by the engineers and maintain them properly. These roads, however, shall be the property of the Institute and may be used by the Institute and the other agencies as per the direction of the engineers.

9. While work under this tender is in progress, it is likely that other contractors or agencies may also be carrying out works in the same area, simultaneously. The contractor shall carry out the works in co-ordination with the other contractors for carrying out their works, in consultation with the engineer.

10. The contractor shall take sufficient care to prevent any accident at site. Adequate lighting arrangements shall be provided in and around work and also labour camp during the night hours and after closure of work. The contractor shall be responsible for any accident at the site for any reason whatsoever.

11. The contractor shall not deposit or store any materials on any site without the permission of the engineer. The materials shall be stored at such places only so as to obstruct any traffic or cause any inconvenience to the public. Materials stored in contravention of this will be got removed by the engineer with or without prior notice at the cost and risk of the contractor.

12. Specification for the materials and workmanship for various items of work shall be as per the "Specifications and Trade specifications for Civil Works" applicable to FCRI, which can be had from the engineer-in-charge. The contractor should quote accordingly unless otherwise specifically mentioned.

13. The contractor shall follow at site security rules regarding removal of materials from site. He shall issue identity cards etc. accordingly to such rules as may be framed from time to time by the engineer.

14. All royalty fees, quarry fees, excise duties and other taxes on the material brought by the contractor to the site, such as stones, sand etc. will be paid by him. If refund of such payments are however admissible under the rules of local authorities, the contractor may obtain such refund by following the prescribed procedures laid down by various authorities. This shall be taken into account while quoting the rates.

15. The contractor shall keep concrete mixers, concrete vibrators, pumps for de-watering etc. and all other equipment's at his own cost as per direction of the engineer. The work may not be allowed to be done in the absence of required equipment's and if done, the same is liable to be rejected and got dismantled at the cost and responsibility of the contractor.

16. The mode of measurement shall be as specified in the latest KPWD schedule which can be referred from the office of the engineer in charge. The decision of the engineer shall be final. The rates shall be for all depths and heights except where otherwise specified.

17. The period of liability as defined in clause 59 of the general conditions of contract shall be ONE YEAR from the date of issue of the certificate of completion of work.

18. RATES FOR EXTRA ITEM OF WORK

(I) If the rate for an additional, altered or substituted item of work carried out by the contractor on the instruction of the engineer-in-charge which is not covered by the "Accepted schedule of rates" (i.e. the tendered items) the work shall be executed at the rates to be framed at pro-rate to accepted schedule of rates.

(II) If the rates for the additional, altered or substituted item of work cannot be determined in the manner specified in the sub-para (i) above them, such item of work shall be carried out at the Kerala PWD schedules of rates 2012 plus 10% contractors profit.

(III) If the rates for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-para (i) and (ii) above, then at rates framed by analysis based on the prevalent market rates for material, duly supported by the purchase vouchers unless the engineer-in-charge finds the purchase price unreasonable. In the later event, the rate shall be determined on the basis of market rates prevailing during the fortnight following the date of order for executing the extra items for materials. The labour rates in both the above cases will be as specified in the Kerala PWD schedule of rates with an additional of 10% as contractor's margin (including profit, over head etc.) on the rates so analysed.

19. After the completion of work, the theoretical quantity of cement to be used on works shall be calculated on the basis of KPWD's statement showing quantities of cement to be used in different items of works provided in the schedule of quantities. Over this theoretical quantity of cement shall be allowed a variation upto 5% plus/minus for the works the estimated cost of which as put to tender is not more than Rs.2 lakhs upto 4% plus/minus for the work the estimated cost of which put to tender is more than Rs.2 lakhs but upto Rs.5 lakhs and upto 3% plus/minus for the works estimated cost of which put to tender is above Rs. 5 lakhs. The difference in the quantity of cement, actually issued to the contractor and the theoretical quantity including authorised variations, not returned by the contractor, shall be recovered at twice the issue rate including storage charges, without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variation on the minus side as stipulated above) the cost of the quantity of cement not so used shall be recovered from the contractor on the basis of stipulated including storage charges and cartage to site.

The provision of the foregoing sub-clause shall apply in the case of steel reinforcement or structural steel sections except that the theoretical quantity of steel shall be taken as the quantity required as per the design or as authorised by the engineer-in-charge, including authorised lappages, plus 5% wastage due to cutting into pieces, over this theoretical quantities plus 5% and minus 4% shall be allowed as variation due to wastage being more or less. The provision made above are without prejudice to the right of the institute to take action against the contractor under the conditions of the contract for not doing the work according to the prescribed specifications. The excess quantity thus considered to have consumed shall be recovered at Rs.95,000/- per MT, without prejudice to the provisions of the relevant conditions regarding return of materials governing contract.

20. The working drawing layout plan etc. can be seen in the office of the undersigned on any working day from 09.00AM to 05.00PM.

21. The contractor shall comply with the provisions of the apprentices act. 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the engineer, may in his discretion , cancel the contract. The contractor shall also be liable for any pecuniary liability arising of account of any violation by him of the provision of the act.

22. The contractor shall during the currency of the contract when called upon by the engineer-in-charge engage and also ensure engagement by sub-contractor and other employed by the contractor in connection with works such numbers of apprentices in the categories mentioned below and for such period as many be required by the engineer-in-charge. The contractor shall train them as required under the apprentice act 1961 and the rules made thereunder and shall be responsible for all obligations of the employer under the said act including the liability to make payment(s) to apprentice as required under the said act.

Categories a) Mason
 b) Carpenter
 c) Plumper
 d) Fitter

23. As per the contract labour (regulation and abolition) act 1970, the contractor is required to get his firm registered and get his licence from the labour inspector contract labour Palakkad.

24. Income tax shall be deducted from every running account bill and final payment as per section 194(c) of income tax act 1961 amended from time to time by the government.

25. For supplying ordinary mild steel reinforcement bars for RCC work, contractor shall be given “Essentiality Certificate” for procuring the material from Hindustan Steel Ltd., stockyard at the stockyard price. However ultimate responsibility of procurement to match with the execution schedule of work shall be that of the contractor.

26. The entire work shall be completed within 3 months from the date of issue of work order to commence the work.

27. Liability on account of sales tax or other government levies if any arising in this contract shall be borne by the contractor in full.

28. Income tax as per rules will be deducted from your bill.

29. The security deposit at the rate of 10% will be deducted from each bill which shall be returned to the contractor after the defect liability period is over subject to the contractors meeting all liabilities arising during the defect liability period as per the provision of the contract.

30. Successful tender has to execute an agreement in a non-judicial stamp paper of Rs.100/- (Rupees Hundred only) within fifteen days from the award of the work order.

31. All other terms and conditions will be as per general terms and conditions of contract applicable to the institute which is available for reference at Civil Engineering Department on all working days (Monday – Friday) during working hours(9.30am – 5.00 pm).

**SIGNATURE & ADDRESS OF
CONTRACTOR**